

**CITY OF REDONDO BEACH  
CITY COUNCIL AGENDA  
Tuesday, September 2, 2025**

**415 DIAMOND STREET, REDONDO BEACH**

**CITY COUNCIL CHAMBER**

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

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

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

TO WATCH MEETING LIVE ON THE CITY'S WEBSITE:

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

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

TO WATCH MEETING LIVE ON YOUTUBE:

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

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

Register in advance for this meeting:

[https://www.zoomgov.com/webinar/register/WN\\_I9wf5FXvTdaEX5uQg5SIXA](https://www.zoomgov.com/webinar/register/WN_I9wf5FXvTdaEX5uQg5SIXA)

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

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

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

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

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

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

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

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. SALUTE TO THE FLAG AND INVOCATION**
- D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/  
AB 1234 TRAVEL EXPENSE REPORTS**
- D.1. [MAYOR'S COMMENDATION TO KUNIKO ISHIMOTO AND KAREN LEE, REDONDO BEACH AMBASSADORS TO SISTER CITY ITOMAN CITY, OKINAWA, JAPAN](#)
- D.2. [CITY CLERK ELEANOR MANZANO TO ADMINISTER THE OATH OF OFFICETO NEW CITY PROSECUTOR SYDNE MICHEL](#)
- D.3. [CITY CLERK ELEANOR MANZANO TO ADMINISTER THE OATH OF OFFICE TO APPOINTED BOARD MEMBERS AND COMMISSIONERS](#)
- E. APPROVE ORDER OF AGENDA**
- F. AGENCY RECESS**
- F.1. [REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY](#)  
**CONTACT:** ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR
- F.2. [REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY](#)  
**CONTACT:** STEPHANIE MEYER, FINANCE DIRECTOR
- G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**
- G.1. [For Blue Folder Documents Approved at the City Council Meeting](#)
- H. CONSENT CALENDAR**

*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.*

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

**H.1.** APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF SEPTEMBER 2, 2025

**CONTACT:** ELEANOR MANZANO, CITY CLERK

**H.2.** APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

**CONTACT:** ELEANOR MANZANO, CITY CLERK

**H.3.** APPROVE THE FOLLOWING CITY COUNCIL MINUTES:  
A. AUGUST 5, 2025 ADJOURNED AND REGULAR MEETING  
B. AUGUST 12, 2025 ADJOURNED AND REGULAR MEETING

**CONTACT:** ELEANOR MANZANO, CITY CLERK

**H.4.** PAYROLL DEMANDS

CHECKS 30372-30386 IN THE AMOUNT OF \$18,806.82, PD. 8/29/25  
DIRECT DEPOSIT 299794-300434 IN THE AMOUNT OF \$2,375,668.79, PD. 8/29/25  
EFT/ACH \$9,315.20, PD. 7/18/25 (PP2515)  
EFT/ACH \$470,070.98, PD. 7/28/25 (PP2514)  
EFT/ACH \$470,678.05, PD. 8/11/25 (PP2515)

ACCOUNTS PAYABLE DEMANDS

CHECKS 121180-121396 IN THE AMOUNT OF \$3,923,932.45  
EFT CALPERS MEDICAL INSURANCE \$518,309.82  
DIRECT DEPOSIT 100009711-100009798 IN THE AMOUNT OF \$99,902.42, PD.8/29/25  
REPLACEMENT DEMAND 121179

**CONTACT:** STEPHANIE MEYER, FINANCE DIRECTOR

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

1. APPROVE A MEMORANDUM OF UNDERSTANDING AND LICENSING AGREEMENT WITH DARIUS LABS, INC. FOR A 3-MONTH TRIAL OF A COMPUTER REPORT WRITING SOFTWARE PLATFORM AT NO COST TO THE CITY FOR THE TERM SEPTEMBER 3, 2025 TO DECEMBER 2, 2025

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

2. APPROVE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE ADDITION OF WORK NUMBER EMPLOYMENT VERIFICATION SERVICES AT NO COST TO THE CITY BEGINNING SEPTEMBER 2, 2025 UNTIL TERMINATED

CONTACT: MIKE COOK, IT DIRECTOR

3. APPROVE AN AMENDMENT TO THE AGREEMENT WITH DISABILITY ACCESS CONSULTANTS, LLC TO UPDATE THE CITY'S ADA SELF EVALUATION AND TRANSITION PLAN FOR AN AMOUNT OF \$34,700 AND TO EXTEND THE TERM TO SEPTEMBER 30, 2026

CONTACT: ANDY WINJE, PUBLIC WORKS DIRECTOR

4. APPROVE AN AGREEMENT WITH CLEARGOV, INC. FOR A CAPITAL IMPROVEMENT PROGRAM BUDGETING MODULE IN AN AMOUNT NOT TO EXCEED \$25,110 FOR THE INITIAL TERM SEPTEMBER 8, 2025 TO SEPTEMBER 7, 2026, WITH ONE-YEAR RENEWALS AT \$21,060 PLUS A 6% PRICE INCREASE FOR EACH RENEWAL TERM

CONTACT: ANDY WINJE, PUBLIC WORKS DIRECTOR

**H.6.** APPROVE THE PLANS AND SPECIFICATIONS FOR THE RESIDENTIAL STREET REHABILITATION PROJECT, CYCLE 2, PHASE 5, JOB NO. 40190, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS

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

**H.7.** APPROVE FUNDING AGREEMENT (#9200000000M460114) WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) TO REIMBURSE THE CITY FOR PREDESIGN COSTS ASSOCIATED WITH THE AVIATION BOULEVARD PEDESTRIAN SAFETY ENHANCEMENTS PROJECT

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

**H.8.** APPROVE AN AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC. FOR CONSULTING SERVICES FOR ADMINISTRATION OF THE CITY'S AFFORDABLE HOUSING PROGRAM IN AN AMOUNT NOT TO EXCEED \$34,999 AND THE TERM NOVEMBER 1, 2025 TO OCTOBER 31, 2026

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

**H.9.** APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$40,000, USING HUD ENTITLEMENT FUNDS, FOR THE TERM SEPTEMBER 3, 2025 TO SEPTEMBER 2, 2026

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

**H.10.** APPROVE AN AGREEMENT WITH CARFAX, INC. FOR ENROLLMENT IN THE "CARFAX FOR POLICE PROGRAM" TO ALLOW FOR THE EXCHANGE OF VEHICLE-ONLY TRAFFIC COLLISION DATA AT NO COST TO THE CITY, FOR THE TERM SEPTEMBER 2, 2025 TO SEPTEMBER 1, 2026, WITH ANNUAL RENEWALS UNLESS TERMINATED

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

**H.11.** RECEIVE AND FILE THE REDONDO BEACH POLICE DEPARTMENT'S ANNUAL MILITARY EQUIPMENT REPORT, IN COMPLIANCE WITH TITLE 3, CHAPTER 16 OF THE REDONDO BEACH MUNICIPAL CODE AND ASSEMBLY BILL 481

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

**H.12.** ADOPT BY TITLE ONLY RESOLUTION NO. CC-2509-066, A RESOLUTION OF THE

CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO EL CINCO DE MAYO MEXICAN FOOD LLC

APPROVE A LEASE WITH EL CINCO DE MAYO MEXICAN FOOD LLC FOR RESTAURANT SPACE AT 102 AND 104 INTERNATIONAL BOARDWALK FOR THE TERM SEPTEMBER 2, 2025 THROUGH SEPTEMBER 1, 2030

**CONTACT:** GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

- H.13.** ADOPT BY TITLE ONLY RESOLUTION NO. CC-2509-067, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO GUNGHO ONLINE ENTERTAINMENT AMERICA, INC.

APPROVE AN AMENDMENT TO THE LEASE WITH GUNGHO ONLINE ENTERTAINMENT AMERICA, INC. FOR ADMINISTRATIVE OFFICE SPACE AT 127 W. TORRANCE BLVD., SUITE 100 AND 105 W. TORRANCE BLVD., SUITE 106, FOR THE TERM SEPTEMBER 2, 2025 TO SEPTEMBER 1, 2026

**CONTACT:** GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

- H.14.** APPROVE AN AGREEMENT WITH KOSMONT & ASSOCIATES, INC. FOR REAL ESTATE CONSULTING SERVICES FOR AN AMOUNT NOT TO EXCEED \$50,000 AND THE TERM SEPTEMBER 2, 2025 TO SEPTEMBER 1, 2026

**CONTACT:** GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

- H.15.** APPROVE A LEGAL SERVICES AGREEMENT WITH COVINGTON & BURLING, LLP FOR LEGAL SERVICES

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

- H.16.** RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO \$25,000

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

**I. EXCLUDED CONSENT CALENDAR ITEMS**

**J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

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

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

**K. EX PARTE COMMUNICATIONS**

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

**L. PUBLIC HEARINGS**

**M. ITEMS CONTINUED FROM PREVIOUS AGENDAS**

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

- N.1.** [DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S EFFORTS TO UTILIZE GRANT FUNDING TO PROCURE A MENTAL HEALTH CLINICIAN TO PROVIDE A TARGETED RESPONSE TO MENTAL HEALTH-RELATED INCIDENTS IN THE CITY](#)

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

**O. CITY MANAGER ITEMS**

**P. MAYOR AND COUNCIL ITEMS**

- P.1.** [DISCUSSION AND POSSIBLE ACTION REGARDING CHANGES TO THE RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS, REDONDO BEACH MUNICIPAL CODES RELATED TO CITY BOARDS AND COMMISSIONS, AND THE POSSIBLE CREATION OF AN ON-CALL POLICE, FIRE, AND HOMELESS SERVICES COMMISSION](#)

[REVIEW AND PROVIDE DIRECTION ON THE DRAFT RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS, INCLUDING UPDATES TO MEETING AGENDAS AND SCRIPTS FOR MEETING CHAIRS TO ADDRESS DISRUPTIONS TO PUBLIC MEETINGS](#)

[REVIEW AND PROVIDE DIRECTION ON THE DRAFT ORDINANCES TO UPDATE THE REDONDO BEACH MUNICIPAL CODE RELATED TO THE UNIFORM REGULATIONS OF COMMISSIONS, PUBLIC WORKS, TRAFFIC, SAFETY, AND SUSTAINABILITY COMMISSION, HARBOR COMMISSION, PLANNING COMMISSION, BUDGET AND FINANCE COMMISSION, CULTURAL ARTS COMMISSION, PUBLIC AMENITIES COMMISSION, AND HISTORIC RESOURCES PRESERVATION](#)

[REVIEW AND PROVIDE DIRECTION ON THE POSSIBLE CREATION OF ON-CALL POLICE, FIRE, AND HOMELESS SERVICES COMMISSION](#)

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

**R. ADJOURNMENT**

- R.1.** [ADJOURN IN MEMORY OF ROBERT A. WINJE, FATHER OF PUBLIC WORKS DIRECTOR ANDY WINJE](#)

- R.2.** [ADJOURN IN MEMORY OF RBPD RETIRED LT. EDWARD G. STAAL](#)

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, September 9, 2025, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



# Administrative Report

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D.1., File # 25-1220

Meeting Date: 9/2/2025

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**TITLE**

MAYOR'S COMMENDATION TO KUNIKO ISHIMOTO AND KAREN LEE, REDONDO BEACH  
AMBASSADORS TO SISTER CITY ITOMAN CITY, OKINAWA, JAPAN



# Administrative Report

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D.2., File # 25-1066

Meeting Date: 9/2/2025

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CITY CLERK ELEANOR MANZANO TO ADMINISTER THE OATH OF OFFICETO NEW CITY  
PROSECUTOR SYDNE MICHEL





# Administrative Report

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D.3., File # 25-1225

Meeting Date: 9/2/2025

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**TITLE**

CITY CLERK ELEANOR MANZANO TO ADMINISTER THE OATH OF OFFICE TO APPOINTED BOARD MEMBERS AND COMMISSIONERS



# Administrative Report

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F.1., File # 25-1209

Meeting Date: 9/2/2025

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**TITLE**

REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

**AGENDA  
REGULAR MEETING  
REDONDO BEACH HOUSING AUTHORITY  
TUESDAY, SEPTEMBER 2, 2025 - 6:00 P.M.  
REDONDO BEACH COUNCIL CHAMBERS  
415 DIAMOND STREET**

**CALL MEETING TO ORDER ROLL CALL**

**A. APPROVAL OF ORDER OF AGENDA**

**B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION**

**B1. BLUE FOLDER ITEMS**

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

**C. CONSENT CALENDAR #C1 through #C3**

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

**C1. APPROVAL OF AFFIDAVIT OF POSTING** for the Regular Housing Authority meeting of September 2, 2025.

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

**C3. APPROVAL OF AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH AND LEGGINS CASTERLINE & COMPANY LLC FOR AN AMOUNT NOT TO EXCEED \$33,540 FOR THE TERM OF AUGUST 21, 2025 THROUGH AUGUST 31, 2026 FOR SERVICES RELATED TO FISCAL RECONCILIATION AND REPORTING TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Contact: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

**D. EXCLUDED CONSENT CALENDAR ITEMS**

**E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

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**F. EX PARTE COMMUNICATIONS**

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

**G. PUBLIC HEARINGS**

**H. OLD BUSINESS**

**I. NEW BUSINESS**

**I1. RECEIVE AND FILE QUARTERLY STATUS REPORT ON SECTION 8 AND FAIR HOUSING PROGRAMS**

CONTACT: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

**J. MEMBERS ITEMS AND REFERRALS TO STAFF**

**K. ADJOURNMENT**

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

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

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

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

**Community Services Department**

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

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

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

**AFFIDAVIT OF POSTING**

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

Legislative Body                Redondo Beach Housing Authority

Posting Type                     Agenda – September 2, 2025 Regular Meeting

Posting Locations               415 Diamond Street, Redondo Beach, CA 90277  
   ✓ City Hall Kiosk  
   ✓ City Clerk’s Counter, Door “1”

Meeting Date & Time           September 2, 2025 6:00 p.m.

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

*Elizabeth Hause, Housing Administrator*

Date: August 29, 2025



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# Administrative Report

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**Authority Action Date: September 2, 2025**

**To: CHAIRMAN AND MEMBERS OF THE HOUSING AUTHORITY**

**From: ELIZABETH HAUSE, HOUSING ADMINISTRATOR**

**Subject: APPROVAL OF AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH AND LEGGINS CASTERLINE & COMPANY LLC FOR AN AMOUNT NOT TO EXCEED \$33,540 FOR THE TERM OF AUGUST 21, 2025 THROUGH AUGUST 31, 2026 FOR SERVICES RELATED TO FISCAL RECONCILIATION AND REPORTING TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

## **RECOMMENDATION**

Staff recommends approval of the agreement for consulting services between the Housing Authority of the City of Redondo Beach and Leggins Casterline & Company LLC for an amount not to exceed \$33,540 beginning August 21, 2025, through August 31, 2026, to reconcile and submit the required financial reports to the U.S. Department of Housing and Urban Development (HUD).

## **EXECUTIVE SUMMARY**

The City of Redondo Beach Housing Authority (RBHA) receives federal funding from the U.S. Department of Housing and Urban Development (HUD) to operate the Section 8 Program. To ensure compliance, Leggins Casterline & Company LLC will support RBHA with verification of reported Housing Assistance Payment (HAP) expenses, corrections to Voucher Management System (VMS) submissions, and completion of required Financial Data System (FDS) reports for FY 2024 and FY 2025.

## **BACKGROUND**

The RBHA is responsible for timely and accurate reporting of expenditures and financial data to HUD. Each month, staff must submit financial expenditure reports to HUD via VMS, which are due by the 22nd. Leggins Casterline & Company LLC will review and confirm the accuracy of these reported HAP expenses from January 2025 through December 2025, submitting any necessary corrections on RBHA's behalf.

In addition to the monthly requirements, HUD mandates submission of annual audited and unaudited financial data through FDS. The FY 2024 audited financial data was due on March 31, 2025, and will be submitted once the single audit is complete, with the consultant's assistance. The FY 2025 unaudited FDS report is due August 31, 2025, and RBHA will utilize Leggins Casterline & Company LLC to ensure submission within HUD's allowable two-week grace period.

Submitted by:  
*Elizabeth Hause, Housing Administrator*

Approved for forwarding by:  
*Mike Witzansky, City Manager*

Attachments:

- Agmt - Leggins Casterline & Company LLC

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH  
AND LEGGINS CASTERLINE & COMPANY LLC**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the Housing Authority of the City of Redondo Beach, a public body, corporate and politic ("RBHA") and Leggins Casterline & Company LLC, a Florida limited liability company ("Consultant"). For purposes of this Agreement, the "City" shall mean the City of Redondo Beach, California.

The parties hereby agree as follows:

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

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**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the RBHA, 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 RBHA employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the RBHA shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.



3. RBHA Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the RBHA within a reasonable time, and the rights thereto shall be deemed assigned to the RBHA. 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 RBHA 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 RBHA harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on RBHA or City property, or other public property, the RBHA shall have the right to inspect such work without notice. If such services shall not be performed on RBHA or City property, or other public property, the RBHA shall have the right to inspect such work upon reasonable notice. Inspections by the RBHA 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 RBHA 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 RBHA. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the RBHA 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. RBHA shall furnish Consultant to the extent available, with any RBHA 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 RBHA 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 RBHA for its files.

7. Changes and Extra Work. Unless otherwise provided herein, all changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by RBHA and Consultant.
8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that RBHA'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. RBHA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by RBHA; provided, however, that the 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 RBHA 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 RBHA 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 RBHA's last payment shall be transferred and assigned to the RBHA. In conjunction with any termination of this Agreement, the RBHA may, at its own expense, make

copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the RBHA 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 RBHA or 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 RBHA or 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 RBHA 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 any RBHA and the City, and their respective 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 RBHA or City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by the RBHA

or the City, or the deposit with the RBHA or the City, of any insurance policy or certificate required pursuant to this Agreement.

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

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

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

27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City or RBHA hereunder shall be subject to Government Code §§ 810 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City or RBHA shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the RBHA as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to RBHA; the product shall be delivered to the RBHA free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

35. Authority. RBHA warrants and represents that upon RBHA Board approval, the Chairman of the RBHA is duly authorized to enter into and execute this Agreement on behalf of RBHA. 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 RBHA if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
36. Waiver. The waiver by the RBHA of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

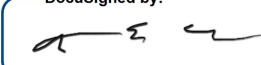
*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 2<sup>nd</sup> day of September, 2025.

HOUSING AUTHORITY  
OF THE CITY OF REDONDO BEACH,  
a public body, corporate and politic

LEGGINS CASTERLINE & COMPANY  
LLC, a Florida limited liability company

\_\_\_\_\_  
James A. Light, Chairman

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: JASON CASTERLINE  
Title: Partner

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, Secretary

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford,  
General Counsel for RBHA



## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### I. CONSULTANT'S DUTIES

Upon RBHA's request, Consultant shall perform disposition and financial advisory consulting services for RBHA, including but not be limited to, the following services:

- A. Task 1: Reconcile the HCV VMS Data submission for CY23 & CY24 as required by HUD:
  - 1. Review and verify accuracy of VMS Reported HAP Expenses, Fraud Recovery & Reported RNP, specifically Columns E, G, I of the HUD reconciliation.
  - 2. Submit PMCs for RBHA VMS reconciliation. Consultant shall determine whether the submitted data needs to be modified, specifically Columns E, G, I of HUD reconciliation.
  - 3. Notify HUD when PMCs are submitted in VMS to enable HUD to redownload the VMS data and generate an updated workbook for RBHA.
- B. Task 2: Verify accuracy of VMS submissions for the period January 1, 2025 to date of reconciliation.
- C. Task 3: Assist RBHA with ongoing VMS submissions through December 31, 2025.
  - 1. Assist RBHA in determining the following:
    - a. Beginning balance of RNP and UNP for EHV.
    - b. Administrative expenses for both HCV and EHV.
    - c. Audit costs for both HCV and EHV.
    - d. Fraud recovery for both HCV and EHV.
    - e. Number of new vouchers issued but not under HAP contract Information regarding Port-Ins (Section 8 Portability).
- D. Task 4: Assist RBHA with FY24 audited FDS submission.
- E. Task 5: Assist RBHA with FY25 unaudited FDS submission.

#### II. RBHA'S DUTIES

Upon Consultant's complete reconciliation of the VMS Data as of December 31, 2024, RBHA will sign and submit an Enclosure C to HUD.

### III. DEFINITIONS

For the purposes of this Exhibit “A”, the following acronyms shall have the meanings set forth below:

- A. HCV: Housing Choice Voucher
- B. VMS: Voucher Management System:
- C. CY: Calendar Year
- D. HUD: U.S. Department of Housing and Urban Development
- E. HAP: Housing Assistance Payment
- F. RNP: Restricted Net Position
- G. PMC: Previous Month Correction
- H. FDS: Financial Data System
- I. FY: Fiscal Year
- J. UNP: Unrestricted Net Position
- K. EHV: Emergency Housing Voucher

## **EXHIBIT "B"**

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

**TERM.** This Agreement shall be effective as of August 21, 2025, and shall commence on that date and continue until August 31, 2026, unless otherwise terminated as herein provided.

**EXHIBIT "C"**  
**COMPENSATION**

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

I. **AMOUNT.** Consultant shall be paid as set forth in the following table.

<b>Exhibit "A" Task</b>	<b>Staff</b>	<b>Maximum Number of Hours</b>	<b>Rate</b>	<b>Total Not to Exceed</b>
Task 1: Reconcile VMS for Calendar Years 2023 and 2024	Debra Leggins	80 hours	\$195	\$15,600
Task 2: Reconcile VMS for Calendar Year 2025, to date	Debra Leggins	20 hours	\$195	\$3,900
Task 3: VMS submissions through December 2025	Debra Leggins	24 hours	\$195	\$4,680
Task 4: Assist RBHA with FY24 audited FDS submission	Jason Casterline	16 hours	\$195	\$3,120
Task 5: Assist RBHA with FY25 unaudited FDS submission	Jason Casterline	32 hours	\$195	\$6,240
<b>Total</b>		<b>172 hours</b>		<b>\$33,540</b>

The foregoing hourly rates are fully burdened and inclusive of all costs, fees, and expenses.

II. **METHOD OF PAYMENT.** Consultant shall submit monthly invoices to RBHA for approval and payment. Invoice(s) must provide the task number, description of services performed, date of service, staff title/name, hourly rate, number of hours worked, corresponding amount, and the total amount. All invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to RBHA. Consultant may be required to provide back-up material upon request.

III. **SCHEDULE FOR PAYMENT.** RBHA agrees to pay Consultant, which payment may be processed through the City, within thirty (30) days of receipt of the invoice(s); provided that the services have been completed to RBHA's reasonable satisfaction.

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

Consultant: Leggins Casterline & Company LLC  
247 Divinci Dr  
Punta Gorda, Florida 33950  
Attn: Jason Casterline  
Email: [jasoncasterline@gmail.com](mailto:jasoncasterline@gmail.com)

RBHA: Housing Authority of the City of Redondo Beach  
1922 Artesia Blvd  
Redondo Beach, CA 90278  
Attn: Imelda Delgado, Housing Manager  
Email: [Imelda.delgado@redondo.org](mailto:Imelda.delgado@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 RBHA and the City, and their respective 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 RBHA and the City, and their respective 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 RBHA and the City, and their respective 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 RBHA and the City, and their respective officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the RBHA and the City, and their respective 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 RBHA and 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 RBHA and 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 RBHA and 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.







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# Administrative Report

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**Authority Action Date: September 2, 2025**

**To: CHAIRMAN AND MEMBERS OF THE HOUSING AUTHORITY**

**From: ELIZABETH HAUSE, HOUSING ADMINISTRATOR**

**Subject: RECEIVE AND FILE QUARTERLY STATUS REPORT ON SECTION 8 AND FAIR HOUSING PROGRAMS**

## **RECOMMENDATION**

Receive and file the report on the Section 8 and fair housing programs.

## **EXECUTIVE SUMMARY**

The City of Redondo Beach Housing Authority (RBHA) receives federal funding from the U.S. Department of Housing and Urban Development (HUD) to operate the Section 8 Program. Section 8 is a rental assistance program that enables low-income persons to live in decent, safe and sanitary, privately-owned housing. This report includes information regarding RBHA's activity for the months of July, August, and September of 2025, and a projection through the end of the year.

## **BACKGROUND**

The Housing Authority continues to operate the Section 8 Program within its available resources. The Housing Authority is currently assisting approximately 454 households under the Section 8 HCV Program. Of those households, approximately 335 head of households are elderly, disabled, or both. As part of the HCV program, there are 20 Project-Based Vouchers (PBV) at The Moonstone apartment complex,

### **Quarterly Spending**

The Housing Authority received approximately \$2,129,888 in Housing Assistance Payment (HAP) for the months of July, August, and September. This report was prepared in advance; therefore, the estimated monthly expenditures for this quarter are as follows:

July	\$728,493
August	\$725,787
September	\$727,500

Total estimated HAP Expenditures for this quarter is estimated at \$2,181,780.

### Special Purpose Voucher Programs

The RBHA continues the administration of two special purpose voucher programs. These programs are supported through separate funding allocations to serves the specific population.

The Veterans Affairs Supportive Housing (VASH) are special purposed vouchers for Veterans experiencing homelessness. The RBHA currently has 33 veteran families participating.

The Emergency Housing Vouchers (EHV) are special purposed vouchers for families that are homeless, at risk of homelessness, or fleeing domestic violence. The RBHA currently has 19 families participating.

### Waiting List

The RBHA has a waiting list that is currently closed to new applicants. The waiting list was established in 2015, and currently consists of approximately 971 applicants. Due to limited funding, the RBHA is not actively pulling applicants from the waiting list at this point in time. One or more of the following statistics below may apply to the families on the waiting list:

Families with Children	495
Elderly Families	264
Families with Disabilities	444
Extremely Low Income	697
Very Low Income	227
Over Income Limit	47
Live or Work in Redondo Beach	2
Honorably Discharged Veterans	0
Families, Elderly or Disabled	941
Ineligible for Preferences	20
No Eligible preferences	8

### Recent Funding Updates: Funding Shortfall

On August 7, 2025, the HUD Portfolio Management Specialist (PMS) projected a Housing Assistance Payment (HAP) funding shortfall for the Redondo Beach Housing Authority (RBHA) by the end of the calendar year. In short, RBHA's current demand for HAP is projected to slightly exceed available funding and, without intervention, would not fully cover obligations to participating property owners.

## Projected HAP Funding Results

	CY2025	CY2026
Total Annual Budget Authority	\$8,842,587	\$9,327,173
Estimated Funding Needs	\$9,029,675	\$9,411,981
Projected End-of-Year Shortfall	(\$187,088)	(\$84,808)

While these projections indicate a funding shortfall, the amount is relatively modest compared to the overall program budget and can be addressed through policy updates, HUD guidance, and financial review.

The PMS has referred RBHA to HUD's Shortfall Prevention Team (SPT) for confirmation, with a Confirmatory Call scheduled for August 29, 2025. During the call, the SPT will review RBHA's fiscal status, evaluate projected funding needs, and determine whether HUD-held reserves are available to offset the projected shortfall. If the shortfall is confirmed, the SPT will work closely with RBHA to implement strategies aimed at reducing the deficit.

There are several corrective actions available to RBHA:

### 1. Administrative Plan Updates

Staff is preparing a comprehensive update to RBHA's Administrative Plan, with measures designed to reduce funding needs and bring the program out of shortfall. Updates to be presented for Board approval include:

- **Right-sizing voucher unit sizes** to align with household needs (e.g., a couple eligible for a two-bedroom voucher may instead be housed in a one-bedroom unit).
- **Establishing a minimum rent of \$50** for all voucher holders (previously \$0).
- **Billing all incoming portability vouchers** so that the issuing housing authority retains financial responsibility. RBHA will administer the voucher locally and receive a nominal administrative fee, but will no longer absorb the associated HAP cost.

### 2. Implementation of HUD Shortfall Guidelines

Where appropriate, RBHA will implement HUD-recommended shortfall strategies, such as:

- Adjusting payment standards.
- Pausing new voucher issuances (with exceptions for Veterans Affairs Supportive Housing referrals).
- Refraining from absorbing Port-ins.

- Denying moves to higher-cost units.
- Requesting landlords delay rent increases (while still approving reasonable rent requests).
- Developing contingency plans for addressing shortfalls absent supplemental funding.

### 3. Contingency Planning

RBHA will also establish policies to ensure clear, fair, and transparent management of resources, including:

- Identifying unrestricted funds that may be used to support HAP obligations.
- Outlining procedures for potential terminations, should they become necessary.
- Communicating proactively with families regarding funding limitations.

### 4. Independent Financial Review

This agenda includes a proposed agreement with Leggins Casterline & Company LLC for professional services to review fund utilization and reconcile RBHA's financial data. Their analysis will provide an accurate picture of RBHA's financial status and ensure sound fiscal management moving forward.

Although HUD's initial projections indicate a shortfall, it is nominal and manageable. Through Administrative Plan updates, adherence to HUD guidelines, and independent financial review, RBHA will address the issue and maintain program stability for participating families and property owners.

## **COORDINATION**

This report was prepared by the Housing Division of the Community Services Department.

## **FISCAL IMPACT**

The Section 8 Program is funded by the U.S. Department of Housing and Urban Development. There is no fiscal impact to the General Fund.

Submitted by:  
*Elizabeth Hause, Housing Administrator*

Approved for forwarding by:  
*Mike Witzansky, City Manager*



# Administrative Report

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F.2., File # 25-1216

Meeting Date: 9/2/2025

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**TITLE**

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

**AGENDA  
REGULAR MEETING  
REDONDO BEACH COMMUNITY FINANCING AUTHORITY  
TUESDAY, SEPTEMBER 2, 2025 - 6:00 P.M.  
REDONDO BEACH CITY COUNCIL CHAMBERS  
415 DIAMOND STREET**

The Community Financing Authority, a joint powers authority was formed on January 31, 2012, for the purpose of assisting in providing financing, for purposes which are authorized by law and which could finance, lease, own, operate and maintain public capital improvements for any of its members, or to be owned by any of its members.

**CALL MEETING TO ORDER**

**ROLL CALL**

**A. APPROVAL OF ORDER OF AGENDA**

**B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION**

**B1. BLUE FOLDER ITEMS**

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

**C. CONSENT CALENDAR**

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

**C1. APPROVAL OF AFFIDAVIT OF POSTING** for the Regular Community Financing Authority meeting of September 2, 2025.

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

**C3. APPROVAL OF MINUTES**  
a. Regular Meeting of August 5, 2025.

**C4. APPROVAL OF CHECK NUMBER 000566 THROUGH 000567 IN THE AMOUNT OF \$3,979.28.**

**D. EXCLUDED CONSENT CALENDAR ITEMS**

**E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

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

**F. EX PARTE COMMUNICATIONS**

**G. PUBLIC HEARINGS**

**H. OLD BUSINESS**

**I. NEW BUSINESS**

**J. MEMBERS ITEMS AND REFERRALS TO STAFF**

**K. ADJOURNMENT**

The next meeting of the Redondo Beach Community Financing Authority will be a regular meeting to be held at 6:00 p.m. on Tuesday, October 7, 2025, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

*It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant of this meeting you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (310) 318-0656 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis. An Agenda Packet is available 24 hours a day at [www.redondo.org](http://www.redondo.org) under the City Clerk and during City Hall hours. Agenda Packets are also available for review in the Office of the City Clerk.*

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



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            Community Financing Authority  
Posting Type                 Regular Meeting Agenda  
Posting Locations            415 Diamond Street, Redondo Beach, CA 90277  
                                  ✓ Adjacent to Council Chambers  
Meeting Date & Time         September 2, 2025 6:00 p.m. Open Session

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

*Eleanor Manzano, City Clerk  
Redondo Beach Community Financing Authority*

Date: August 29, 2025

**MOTION TO READ BY TITLE ONLY**

and waive further reading of all  
Ordinances and Resolutions on the Agenda.

Recommendation - Approve



## **REGULAR MEETING OF THE REDONDO BEACH COMMUNITY FINANCING AUTHORITY**

### **CALL MEETING TO ORDER**

Chair Light called a Regular Meeting of the Redondo Beach Community Financing Authority (RBCFA) to order at 6:21 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

### **ROLL CALL**

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

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Melissa Villa, Analyst/Liaison

### **A. APPROVAL OF ORDER OF AGENDA**

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

Motion carried 5-0 by voice vote.

### **B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION - None**

#### **B.1. BLUE FOLDER ITEMS - None**

### **C. CONSENT CALENDAR**

Motion by Member Obagi, seconded by Member Waller, to approve the Consent Calendar.

Mayor Light invited anyone from the audience to comment on the Consent Calendar.

Liaison Villa reported no hands raised on Zoom and no eComments.

Motion carried 5-0 by voice vote.

### **C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing**

**Authority meeting of August 1, 2025**

- C2. APPROVAL OF MOTION TO READ BY TITLE ONLY and waive further reading of all Ordinances and Resolutions listed on the agenda.**
- C3. APPROVAL OF MINUTES a. Regular Meeting of July 1, 2025.**
- C4. APPROVAL OF CHECK NUMBER 000564 THROUGH 000565 IN THE AMOUNT OF \$2,260.94.**
- D. EXCLUDED CONSENT CALENDAR ITEMS - None**
- E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS - None**
- F. EX PARTE COMMUNICATIONS - None**
- G. PUBLIC HEARINGS - None**
- H. OLD BUSINESS - None**
- I. NEW BUSINESS - None**
- J. MEMBERS ITEMS AND REFERRALS TO STAFF - None**
- K. ADJOURNMENT – 6:23 P.M.**

There being no further business to come before the Redondo Beach Community Financing Authority, Member Waller motioned, seconded by Member Castle, to adjourn the meeting at 6:23 p.m.

Motion carried 5-0 by voice vote.

The next meeting of the Redondo Beach Community Financing Authority will be a regular meeting to be held at 6:00 p.m. on Tuesday, September 2, 2025, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

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

Respectfully submitted,

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Eleanor Manzano, CMC  
City Clerk



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# Administrative Report

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Authority Action Date: September 2, 2025

**To: CHAIRMAN & MEMBERS OF THE COMMUNITY FINANCING AUTHORITY**

**From: STEPHANIE MEYER, FINANCE DIRECTOR**

**Subject: CHECK APPROVAL**

## **RECOMMENDATION**

Approve check number 000566 through 000567 in the total amount of \$3,979.28.

## **EXECUTIVE SUMMARY**

The attached Summary Check Register lists check numbers 000566 through 000567 in the total amount of \$3,979.28. Check number 000566 is to reimburse the City for expenses paid by the City on behalf of the Community Financing Authority. Check number 000567 is to pay for Redondo Pier Association Dues.

## **BACKGROUND**

The Redondo Beach Public Financing Authority (“PFA”), a joint powers authority, was formed on June 25, 1996, to provide financing for capital improvement projects. The former Redevelopment Agency of the City Redondo Beach, now known as the Successor Agency (“Agency”), joined with the City to form the PFA. The PFA operated rental property and issued bonds to provide funds for public capital improvements. The PFA has the same governing board as the City, which also performs all accounting and administrative functions for the PFA. With the elimination of the City’s Redevelopment Agency, the Public Financing Authority has been renamed the Community Financing Authority (“CFA”).

In 1997, the City leased the Pier pad known as 500 Fisherman’s Wharf to the PFA. The PFA leased the site and acts as building owner and landlord to its tenant, RUI One Corp. (“RUI” dba Kincaid’s). In negotiating the lease, the City was to own the building, but did not have the funding available to build the building. RUI had the ability to build the restaurant building at a lower cost than the City, and the PFA was able to obtain a loan to purchase the building. Thus, RUI built the restaurant building and the PFA utilized loan funds to purchase the building from RUI at completion.

Per the lease agreement, the City is responsible for the cost of monthly service costs for water, sewer, and trash; possessory interest taxes; common area expenses as defined;

and the repairs to the structural portions of the Building. On a monthly basis, the City is reimbursed for such expenses by the CFA.

The payment to the City of Redondo Beach on check number 000566 in the amount of \$1,406.38 is for the reimbursement of August 2025 expenditures made by the City on the Community Financing Authority's behalf.

The payment to the Redondo Pier Association on check number 000567 in the amount of \$2,572.90 is for the October through December 2025 sewer fee in connection with the ownership of the Kincaid's Restaurant building.

**COORDINATION**

Disbursement of the checks will be coordinated with Financial Services.

**FISCAL IMPACT**

Check number 000566 through 000567 in the total amount of \$3,979.28.

Submitted by:  
*Stephanie Meyer, Finance Director*

Approved for forwarding by:  
*Mike Witzansky, City Manager*

**Attachment:**

- Summary Check Register

**COMMUNITY FINANCING AUTHORITY**  
**Summary Check Register**

DATE	CHECK NO	AMOUNT	PAYEE	DESCRIPTION
09/02/25	000566	\$ 1,406.38	City of Redondo Beach	Reimbursement (Water Utility)-August 2025
09/02/25	000567	\$ 2,572.90	Redondo Pier Association	Dues - October - December 2025
		<u>\$ 3,979.28</u>		



# Administrative Report

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G.1., File # 25-1197

Meeting Date: 9/2/2025

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**TITLE**

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





# Administrative Report

H.1., File # 25-1198

Meeting Date: 9/2/2025

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

**TITLE**

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF SEPTEMBER 2, 2025

**EXECUTIVE SUMMARY**

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

## AFFIDAVIT OF POSTING

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

Legislative Body            City Council  
Posting Type                 Regular Agenda  
Posting Locations            415 Diamond Street, Redondo Beach, CA 90277  
                                  • Adjacent to Council Chambers  
Meeting Date & Time        September 2, 2025           6:00 p.m. Open Session

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

*Eleanor Manzano, City Clerk*

Date: August 29, 2025



# Administrative Report

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H.2., File # 25-1199

Meeting Date: 9/2/2025

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**TITLE**

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



# Administrative Report

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H.3., File # 25-1200

Meeting Date: 9/2/2025

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

**TITLE**

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:  
A. AUGUST 5, 2025 ADJOURNED AND REGULAR MEETING  
B. AUGUST 12, 2025 ADJOURNED AND REGULAR MEETING

**EXECUTIVE SUMMARY**

Approval of Council Minutes

**APPROVED BY:**

*Eleanor Manzano, City Clerk*



Minutes  
Redondo Beach City Council  
Tuesday, August 5, 2025  
Closed Session – Adjourned Regular Meeting 4:00 p.m.  
Open Session – Regular Meeting 6:00 p.m.

**4:00 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING**

**A. CALL MEETING TO ORDER**

An Adjourned Regular Meeting of the Redondo Beach City Council was called to order at 4:00 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

**B. ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Councilmembers Absent: None

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Melissa Villa, Analyst/Liaison

**C. SALUTE TO THE FLAG AND INVOCATION - None**

**D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS - None**

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

Analyst Villa reported no eComments and no one on Zoom.

**F. RECESS TO CLOSED SESSION – 4:06 P.M.**

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

**Name of case:**

**City of Redondo Beach, et al. v. California State Water Resources Control Board**

**Case Number: 20STCP03193**

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

**Name of case:**

**In re 9300 Wilshire LLC Bankruptcy C.D. Cal.**

**Case Number: 2:23-bk-10918-ER**

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

**Name of case:**

**9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive**

**Case Number: 23STCP02189**

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

**Name of case:**

**In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC) Bankruptcy C.D. Cal.**

**Case Number: 2:23-ap-01163-ER**

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

**Name of case:**

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

**Case Number: 23TRCP00325**

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

**Name of case:**

**New Commune DTLA LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; and DOES 1 through 100, inclusive**

**Case Number: 23STCV10146**

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

**Name of case:**

**New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach**

**Case Number: 22TRCP00203**

- F.8. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1). Name of case: New Commune DTLA, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, et al.**

**Case Number: 23STCP00426**

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

**Name of case:**

**AES Southland Development, LLC and AES Redondo Beach, LLC v. California Coastal Commission**

**Case Number: BS157789**

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

**Name of Case:**

**Mendoza, Angel v. City of Redondo Beach, City of Palos Verdes Estates, City of Rolling Hills Estates, County of Los Angeles, State of California and Does 1 to 25, Inclusive**

**Case Number: 25TRCV01201**

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

**Name of case:**

**Matthew Bandy v. City of Redondo Beach WCAB No: ADJ17244999**

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

**AGENCY NEGOTIATORS:**

**Mike Witzansky, City Manager  
Luke Smude, Assistant to the City Manager**

**PROPERTY:**

**3007 Vail Ave., Redondo Beach, CA 90278**

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

**Parking Lot at the Corner of Felton Ln. and 182nd St., Redondo Beach, CA 90278**

**(APN: 415-803-3900)**

**715 Julia Ave, Redondo Beach, CA 90277**

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

**1935 Manhattan Beach Blvd., Redondo Beach, CA 90278**

**(APN: 404-900-8903)**

**807 Inglewood Ave., Redondo Beach, CA 90278**

**(a portion of APN: 408-302-4900)**

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

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

**NEGOTIATING PARTIES:**

**Dr. Nicole Wesley, Superintendent Redondo Beach Unified School District**

**UNDER NEGOTIATION:**

**Both Price and Terms**

- F.13. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.8**

**AGENCY NEGOTIATORS:**

**Mike Witzansky, City Manager**

**Andy Winje, Public Works Director**

**PROPERTY:**

**422 S. PCH (APN: 7508-020-026)**

**NEGOTIATING PARTY:**

**Sandcastle Pacific LLC**

**UNDER NEGOTIATION:**

**Both Price and Terms**

**G. RECONVENE TO OPEN SESSION**

Motion by Councilmember Waller, seconded by Councilmember Castle, to move to Closed Session.

Analyst Villa read titles to items that would be covered in Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, Outside Legal Counsels: Jon Welner, Chris Banks, Diana Verrett, Janetta Giovinco, Abby O'Brient, Community Development Director Marc Wiener, Human Resources Director Diane Strickfaden, Outside Attorney Caroline Belizo, Assistant to the City Manager Luke Smude, and Public Works Director Andy Winje.

Motion carried 5-0 by voice vote.

**G. RECONVENE TO OPEN SESSION – 6:00 P.M.**

Mayor Light reconvened to Open Session at 6:01 p.m.

**H. ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Councilmembers Absent: None

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Melissa Villa, Analyst/Liaison

Mayor Light recognized any veterans and active-duty military for their service

**I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**

City Manager Witzansky announced one item from Closed Session; regarding item F.10, Council unanimously authorized the City Attorney's office to defend the City in the matter.

**J. ADJOURN TO REGULAR MEETING**

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to adjourn to the Regular Meeting at 6:03 p.m.

Motion carried 5-0 by voice vote.

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

**A. CALL TO ORDER**

A Regular Meeting of the Redondo Beach City Council was called to order at 6:03 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach,



California.

**B. ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Councilmembers Absent: None

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Melissa Villa, Analyst/Liaison

**C. SALUTE TO THE FLAG AND INVOCATION**

Mayor Light invited Cameron up to the podium to lead in the salute to the flag.

Cameron, 8<sup>th</sup> Grader at Adams Middle School, led in the salute to the flag.

Mayor Light asked all to remain standing for a moment of silent invocation.

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

Mayor Light reported an AB 1234 meal expense for attending the International Surf Festival Medal of Valor dinner; mentioned that Boat Captain Chad Smith and Harbor Patrolman Brad Godinez received an award for the rescue of five people from a capsized boat during a storm; reported he participated in a clean up of a resident's yard with Coastline Cares, attended a Water Polo Planning Meeting to discuss a tentative date to host the first Open-Water Water Polo Tournament in the Harbor that Fall, met with Supervisor Mitchell when she toured Montauk, the new restaurant that's going into Riviera Village, and had a meeting with LA Galaxy about potentially holding a World Cup watch party at Seaside Lagoon; announced he attended the LA County Department of Health hearing regarding Dominguez Park and reported the City lost and the playground must remain closed; announced the City has an active wayfinding kiosk down at the Pier, it is the first out of four; reported on Friday, August 8<sup>th</sup> through Monday, August 11<sup>th</sup>, the City will entertain an entourage of visitors from the City's sister city of Itoman on the island of Okinawa, Japan including the Mayor; announced he will do a ribbon cutting at Lozio Osteria Pizzeria on Thursday, August 7<sup>th</sup>; showed a graphic of South Bay Park Land Conservancy with their June 2025 impact to date results: 1303 plants in the ground, 1551 volunteers, 3883 volunteer hours, and 148 events; mentioned they just did the ribbon cutting for the City Hall courtyard and provided signage showing they are a Certified California Native Habitat by SBPC.

Councilmember Waller reported he attended the South Bay Greek Festival, the South Bay Cities Council Government's meeting (where he was appointed as Chair of their AI working group), the LA County Police K9 Association demonstration at RUHS, and the Lifeguard Medal of Valor Awards dinner; met with Supervisor Mitchell and her staff at Montauk restaurant; participated in the Charlie Saikley 6-man Beach Volleyball Tournament; interviewed 24 students for the City's Youth Commission; announced his next in-person Community Meeting would be on Wednesday, August 27<sup>th</sup> from 4:00 to 5:00 p.m. at Veteran's Park Senior Center.

Councilmember Castle reported he held his Community Meeting with guest speaker Jeff Jones, President of the King Harbor Association; mentioned Jeff Jones spoke about uniting all the businesses and entities at the Waterfront to have better events; stated he met with the King Harbor Yacht Club, Port Royal Yacht Club, King Harbor Associations, and a couple more groups at the King Harbor Yacht Club to start planning for the Holiday Boat Parade in December; mentioned working with the Economic Development Committee and the Waterfront Economic Development Group on leasing up the Waterfront; met with the Olympic Committee and World Cup team mentioned they are generating lots of interest from teams and countries to come to RB for the events; attended the Cal Water's Emergency Operations Training Center event, the Medal of Valor dinner, and the Pakistan American Chamber of Commerce Independence Day celebration in Torrance.

Councilmember Kaluderovic reported she attended the Medal of Valor dinner, spoke to Supervisor Mitchell and mentioned they had a good discussion; reported they had their first Crossing Guard Subcommittee Meeting; spoke of the clean up efforts done and thanked Mayor Light and Jim Mueller for participating; noted the successful attendance for the last two Shakespeare by the Sea performances.

Councilmember Obagi thanked Coastline Church, Coastline Cares, Councilmember Kaluderovic, and Mayor Light for their volunteer clean-up work on Saturday involving two properties in RB; reported that the Galleria is for sale, noted some facts about the property, and stated Newmark is marketing the property; spoke about the new signs at the Artesia/North Redondo Beach bike crossing and commended Public Works for them, as well as for mobilizing a contractor down at the SCE Edison pathway along Rockefeller to Inglewood.

Councilmember Behrendt had no announcements.

## **E. APPROVE ORDER OF AGENDA**

City Manager Witzansky asked to remove Item H.17 from the agenda and bring it back on August 19<sup>th</sup>.

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to approve the order of the agenda with the removal of Item H.17.

Motion carried 5-0 by voice vote.

**F. AGENCY RECESS – 6:21 P.M.**

**RECONVENE TO REGULAR MEETING FROM AGENCY MEETING – 6:24 p.m.**

**ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light

Councilmembers Absent: None

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Melissa Villa, Analyst/Liaison

**G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

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

Analyst Villa reported three Blue Folder items: Item D, Item J.1, and N.1.

**H. CONSENT CALENDAR**

**H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF AUGUST 5, 2025**

**CONTACT: ELEANOR MANZANO, CITY CLERK**

**H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA**

**CONTACT: ELEANOR MANZANO, CITY CLERK**

**H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES:  
A. JUNE 10, 2025 ADJOURNED AND REGULAR MEETING  
B. JUNE 17, 2025 ADJOURNED AND REGULAR MEETING  
C. JULY 1, 2025 ADJOURNED AND REGULAR MEETING**

**CONTACT: ELEANOR MANZANO, CITY CLERK**

**H.4. PAYROLL DEMANDS**

**CHECKS 30311-30335 IN THE AMOUNT OF \$22,354.50, PD. 7/18/25  
DIRECT DEPOSIT 297848-298508 IN THE AMOUNT OF \$2,529,005.84, PD.  
7/18/25 EFT/ACH \$9,346.45, PD. 7/3/25 (PP2514)**

**ACCOUNTS PAYABLE DEMANDS**

**CHECKS 120606-120867 IN THE AMOUNT OF \$3,588,452.32  
EFT CALPERS MEDICAL INSURANCE \$503,818.24  
DIRECT DEPOSIT 100009622-100009710 IN THE AMOUNT OF \$101,091.67,  
PD.8/1/25  
REPLACEMENT DEMANDS 120603-120605**

**CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR**

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

**1. APPROVE AN AGREEMENT WITH LIEBERT CASSIDY WHITMORE TO  
PROVIDE GROUP TRAINING SERVICES FOR CITY EMPLOYEES AS A  
MEMBER OF THE EMPLOYMENT RELATIONS CONSORTIUM IN AN AMOUNT  
NOT TO EXCEED \$4,050 FOR THE TERM JULY 1, 2025 TO JUNE 30, 2026**

**CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES**

**2. APPROVE AN AGREEMENT WITH BLACK KNIGHT PATROL, INC. FOR  
ARMED HOSPITAL WATCH SECURITY SERVICES ON AN AS NEEDED BASIS  
FOR IN-CUSTODY PRISONERS RECEIVING LONG TERM MEDICAL  
TREATMENT AT LOCAL HOSPITAL FACILITIES UNTIL CLEARED FOR  
RELEASE BY A DOCTOR IN AN AMOUNT NOT TO EXCEED \$15,600 FOR THE  
TERM AUGUST 5, 2025 TO AUGUST 4, 2026**

**CONTACT: JOE HOFFMAN, POLICE CHIEF**

**3. APPROVE AMENDMENT NO. 4 TO THE MEASURE R FUNDING  
AGREEMENT FA#920000000MR31238 BETWEEN THE CITY OF REDONDO  
BEACH AND THE LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY FOR THE PACIFIC COAST HIGHWAY AT  
ANITA STREET INTERSECTION IMPROVEMENTS PROJECT MR312.38, JOB  
NO. 41240, TO EXTEND THE LAPSING DATE OF FY 2020-21 AND FY 2021-22  
PROJECT FUNDS TO JUNE 30, 2026**

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

**4. APPROVE AMENDMENT NO. 5 TO THE FUNDING AGREEMENT  
FA#920000000MR31242 BETWEEN THE CITY OF REDONDO BEACH AND  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION  
AUTHORITY FOR THE INGLEWOOD AVENUE AT MANHATTAN BEACH  
BOULEVARD INTERSECTION IMPROVEMENTS PROJECT MR312.42, JOB  
NO. 40960, TO EXTEND THE LAPSING DATE OF FY 2015-16 PROJECT**

**FUNDS TO JUNE 30, 2026**

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

**H.6. EXCUSED ABSENCES FROM VARIOUS COMMISSION AND COMMITTEE MEETINGS**

**CONTACT: ELEANOR MANZANO, CITY CLERK**

**H.7. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-052 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO CREATE THE POSITION OF SENIOR ASSISTANT CIVIL ENGINEER AND ADOPTING THE SALARY RANGE FOR THE POSITION**

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

**H.8. APPROVE A THREE-YEAR AGREEMENT WITH COMMERCIAL BUILDING MANAGEMENT, INC. TO PROVIDE JANITORIAL SERVICES FOR ELEVEN CITY BUILDINGS AND TEN PARK RESTROOM FACILITIES FOR AN ANNUAL COST OF \$248,655 AND A TOTAL THREE-YEAR COST NOT TO EXCEED \$745,965**

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

**H.9. APPROVE AMENDMENT NO. 8 TO FUNDING AGREEMENT #MOU.MR312.20 WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION IMPROVEMENTS PROJECT, JOB NO. 40780, TO ADD AN ADDITIONAL \$1,000,000 IN MEASURE R FUNDS APPROVED FOR FY 2024-25, AN ADDITIONAL \$1,500,000 IN MEASURE R FUNDS APPROVED FOR FY 2025-26, AND TO EXTEND THE LAPSING DATE OF FY 2021-22 FUNDS TO JUNE 30, 2026.**

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

**H.10. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-053, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AWARDED A CONTRACT TO DASH CONSTRUCTION COMPANY, INC., A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$611,977 FOR THE CONSTRUCTION OF THE AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION IMPROVEMENTS (NORTHBOUND RIGHT TURN LANE) PROJECT, JOB NO. 40780**

**APPROVE THE AGREEMENT WITH SOUTHSTAR ENGINEERING & CONSULTING, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION**

**SERVICES FOR THE AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION IMPROVEMENTS (NORTHBOUND RIGHT TURN LANE) PROJECT, JOB NO. 40780, FOR AN AMOUNT NOT TO EXCEED \$272,626 FOR THE TERM AUGUST 6, 2025 - AUGUST 5, 2026.**

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

- H.11. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-060 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING THE CITY ENGINEER TO EXECUTE TEMPORARY CONSTRUCTION AND ACCESS AGREEMENTS ON PRIVATE PROPERTY PURSUANT TO CONSTRUCTION OF PUBLIC WORKS PROJECTS**

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

- H.12. APPROVE AN AMENDMENT TO THE ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH JENNIFER DUNBAR, AN INDIVIDUAL DBA DUNBAR ARCHITECTURE, FOR ARCHITECTURAL SERVICES TO INCREASE THE NOT TO EXCEED AMOUNT BY \$100,000 FOR A NEW TOTAL OF \$200,000 WITH NO CHANGE IN TERM**

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

- H.13. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-054, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL BOOK OF CLASS SPECIFICATIONS TO UPDATE THE POSITION OF RECREATION SUPERVISOR**

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

- H.14. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-055, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, PROCLAIMING SUNDAY, SEPTEMBER 7, 2025 AS "OPEN WATER SWIM DAY" IN THE CITY OF REDONDO BEACH IN SPONSORSHIP AND SUPPORT OF THE SEVENTH ANNUAL SWIM THE AVENUES WATER SPORTS EVENT TO BE HELD IN THE CITY OF REDONDO BEACH COASTAL WATERS AND IN APPRECIATION OF THE COUNTY OF LOS ANGELES' EFFORTS TO PERMIT THE EVENT AND PROVIDE LOGISTICAL SUPPORT**

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

- H.15. APPROVE AN AGREEMENT WITH TURBO DATA SYSTEMS, INC TO PROVIDE PARKING CITATION AND PARKING PERMIT MANAGEMENT AND COLLECTION SERVICES FOR THE TERM AUGUST 5, 2025 THROUGH AUGUST 4, 2028 WITH AN OPTION TO AUTOMATICALLY RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS**

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

- H.16. APPROVE THE SOLE SOURCE PURCHASE OF POLICE DEPARTMENT DUTY AND PRACTICE AMMUNITION FROM DOOLEY ENTERPRISES, INC. FOR AN AMOUNT OF \$52,762**

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

- H.17. Pulled by City Manager Witzansky to bring back on August 19, 2025.**

- H.18. INTRODUCE BY TITLE ONLY ORDINANCE NO. 3296-25 AN ORDINANCE OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 3, CHAPTER 6, SECTION 3-6.03 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING METER LOCATIONS AND HOURLY RATES FOR THE INSTALLATION OF NEW PARKING METERS ON HERONDO STREET BETWEEN NORTH PACIFIC COAST HIGHWAY AND NORTH FRANCISCA AVENUE, AND DETERMINING SUCH AMENDMENTS AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, FOR INTRODUCTION AND FIRST READING**

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

- H.19. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-056, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO THEO INSURANCE SERVICES, INC. APPROVE A LEASE WITH THEO INSURANCE SERVICES, INC. FOR THE PREMISES AT 121 W. TORRANCE BLVD., SUITE 201, FOR THE TERM AUGUST 5, 2025 THROUGH AUGUST 4, 2030**

**CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR**

- H.20. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-057, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO INTEGRATIVE PEPTIDES, LLC APPROVE A LEASE WITH INTEGRATIVE PEPTIDES, LLC FOR THE PREMISES AT 123 W. TORRANCE BLVD., SUITE 201, FOR THE TERM AUGUST 5, 2025 THROUGH AUGUST 4, 2028**

**CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR**

- H.21. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2508-058, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO SCHOLB PREMIUM ALES, INC.**

**APPROVE A LEASE WITH SCHOLB PREMIUM ALES, INC. FOR THE PREMISES AT 160 INTERNATIONAL BOARDWALK FOR THE TERM AUGUST 5, 2025 THROUGH AUGUST 4, 2030**

**CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR**

**H.22. APPROVE THE CITY'S CONSENT TO SUBLEASE BETWEEN RDR PROPERTIES, LLC AND SOUTH BAY LIVE, LLC FOR THE PREMISES AT 100 "I" AND "J" FISHERMAN'S WHARF**

**CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR**

**H.23. ADOPT BY TITLE ONLY RESOLUTION CC-2508-059, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA ACKNOWLEDGING RECEIPT OF A REPORT BY THE CITY OF REDONDO BEACH FIRE CHIEF OF THE REDONDO BEACH FIRE DEPARTMENT PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 13146.4 REGARDING THE COMPLETION OF ANNUAL INSPECTIONS OF CERTAIN OCCUPANCIES PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 13146.2 AND 13146.3**

**CONTACT: PATRICK BUTLER, FIRE CHIEF**

**H.24. APPROVE AN AGREEMENT FOR ON-CALL BUILDING PLAN CHECK SERVICES WITH TRANSTECH ENGINEERS, INC. FOR AN ANNUAL AMOUNT NOT TO EXCEED \$100,000 AND THE TERM AUGUST 5, 2025 TO JUNE 30, 2029**

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

**H.25. RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO \$25,000**

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

**H.26. Pulled by Councilmember Behrendt**

**H.27. APPROVE AN AGREEMENT FOR LEGAL SERVICES WITH TECIA ANN BARTON AND ADD TECIA ANN BARTON TO THE CITY ATTORNEY'S APPROVED ATTORNEY LIST APPROVE AN AGREEMENT FOR LEGAL SERVICES WITH SIANNAH COLLADO AND ADD SIANNAH COLLADO TO THE CITY ATTORNEY'S APPROVED ATTORNEY LIST**

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



**H.28. ADOPT BY TITLE ONLY ORDINANCE NO. 3295-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 6, SECTIONS 2-9.602 AND 2-9.603 PERTAINING TO THE REDONDO BEACH YOUTH COMMISSION AND REPEALING IN ITS ENTIRETY TITLE 2, CHAPTER 9, ARTICLE 8 PERTAINING TO THE PUBLIC SAFETY COMMISSION. FOR SECOND READING AND ADOPTION**

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

Councilmember Behrendt pulled Item H.26.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to approve the Consent Calendar with the exceptions of H.17 and H.26.

Mayor Light invited public comment.

Analyst Villa reported no hand raised on Zoom and no eComments.

Motion carried 5-0 by voice vote.

**I. EXCLUDED CONSENT CALENDAR ITEMS**

**H.26. APPROVE AN AGREEMENT WITH CITY NET FOR CLIENT TRANSITIONAL SERVICES FOR THE TERM JULY 1, 2025 TO JULY 31, 2025**

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

Councilmember Behrendt asked the City Attorney what her recommendation is on the item and why.

City Attorney Ford stated that, although City Net performed services outside of the contract, for liability purposes she recommends the City Council approve the agreement to make sure the City is covered with indemnity and City Net's insurance; noted it is a low risk that anyone would sue the City in the few days that City Net performed the services since they were just transitioning clients to Lila Omura but felt she would like the City to be covered in any case; noted it is the Council's decision whether to pay them or not.

Councilmember Behrendt asked if she had the amount.

City Attorney Ford stated they did work until July 6, 2025, so it would be around \$5,000 to \$6,000; mentioned they reached out to City Net but have not received a response. Councilmember Obagi asked if the City has ever been sued in relation to their provision of homeless services.

City Attorney Ford stated no.

Councilmember Kaluderovic asked if the funding of the program was through grants.

City Attorney Ford stated it is from grant funding.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to approve the agreement with City Net for client transitional services for the term July 1, 2025 to July 31, 2025.

Mayor Light invited public comment.

Analyst Villa reported no hands raised on Zoom and no eComments.

Motion carried 5-0 by voice vote.

Analyst Villa read adopt by title only Resolution No. CC-2508-052, Resolution No. CC-2508-053, Resolution No. CC-2508-060, Resolution No. CC-2508-054, Resolution No. CC-2508-055, introduced by title only Ordinance No. 3296-25, adopt by title only Resolution No. CC-2508-056, Resolution No. CC-2508-057, Resolution No. CC-2508-058, Resolution No. CC-2508-059, and adopt by title only Ordinance No. 3295-25.

## **J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

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

Ron Maroko provided some feedback from the last Public Amenities Commission meeting regarding the Commission's decision to recommend a park be named in honor of Joseph "Joe" Carl Dawidziak; wondered when it would be on the City Council agenda; personally recommended they choose one of the General Eaton parkettes since there are two parkettes named after one individual; mentioned he reached out to Councilmember Obagi regarding the topic and Councilmember Obagi said he would need to research it; Mr. Maroko brought material with information on General Eaton and on Mr. Dawidziak.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to receive and file the material Ron Maroko presented for submission.

Motion carried 5-0 by voice vote.

Councilmember Obagi asked if Mr. Maroko knew why RB named two parkettes after General Eaton.

Ron Maroko provided some background regarding why there are two parkettes named after one person, mentioned the City does not recognize it as two parkettes but due to a wall that separates the parkette it is more designed as two parkettes; stated his

recommendation is not to rename it but to rename a portion of the park.

Hudson Hawk Brann stated he believes the City is at a crossroads; provided some statistics regarding housing in RB and reported there are several vacant units throughout the City that remain empty when they could be housing people barely staying afloat; stated the roadblock is Measure DD and explained why it is a problem and will continue to be; proposed the City amends Measure DD to give districts the ability to make their own decisions instead of two districts making the decisions for everyone and enact a meaningful vacancy or empty home fee to motivate owners to fill their homes or help fund solutions if they choose not to; provided explanations for his proposal, focusing on the housing crisis in America and the inequality of incomes; asked the Council to join in finding new solutions and making RB a leader in opportunity and fairness.

Councilmember Obagi asked Hudson Brann if he knew of any other city that enacted an empty-home fee.

Hudson Brann said he knew of studies conducted in Canada that showed results and was proposing to change both the housing supply and fees to try to have owners offer homes at a reasonable price.

City Attorney Ford stated there are several in California.

Sandy Anleu, resident at Aviation Way, mentioned she is a new volunteer for the North Redondo Beach Business Association (NRBBA) and appointed art liaison; stated they are adding an art walk to Dine Around Artesia; felt that Artesia is missing a sense of community amongst the businesses and hoped that they could bring them together; announced they would be hosting Dine Around Artesia for two days along with the Art Walk on August 13<sup>th</sup> and September 10<sup>th</sup> and gave more information regarding the event; stated the NRBBA is also hosting the founder of LaBasse Projects, Bo Basse, on August 14<sup>th</sup> at 7:30 a.m. at the South Bay Galleria, where he will discussing the Artesia Public Art Project.

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to receive and file the poster and information provided by Sandy Anleu.

Motion carried 5-0 by voice vote.

Rick McQuillin, Manhattan Beach and developer of the SeeArtesia.com app, spoke about his vision for the Artesia area and told everyone to stay tuned on new updates for the app; stated the Dine Around Artesia maps can be viewed on the beta of SeeArtesia.com site; thanked the NRBBA for their involvement in the events.

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to receive and file Mickey Johnson's submission.

Motion carried 5-0 by voice vote.

Mickey Johnson, President of NRBBA, provided more information regarding Dine Around Artesia and the Art Walk; stated to go to NRBBA.org to purchase tickets for the event.

Analyst Villa reported two hands raised on Zoom.

Darryl Boyd (via Zoom) opined that Mayor Light is only concerned with his “pet projects” and named a number of items; felt there is waste everywhere in the City on things that don’t matter; stated no attention is paid to residents with real problems and listed the issues he and his neighbors experience daily; spoke of the City being out of compliance with state and federal regulations; referenced the last Council and PWSC meetings, stating Mayor Light asked for noise and traffic reduction solutions for the area of Guadalupe and Sapphire because that is his neighborhood and was given a quick approval by Councilmember Waller and the PWSC; voiced his dissatisfaction of the situation and behavior of the Mayor, Council, and City; felt the Mayor is punishing him for being vocal.

Councilmember Obagi asked Darryl Boyd what times he could drive by and actually see cars on Frontage Rd driving loudly and more than two.

Darryl Boyd stated it is anytime and that Councilmember Kaluderovic will be there Thursday at 5:30 p.m. and he can come then.

John Perchulyn (via Zoom) referenced Mayor Light’s rebuttal in the Easy Reader titled “It’s Complicated” which stated the complaints about truck traffic in District 1 have been responded to with enforcement; noted he acquired the police traffic reports from PV Blvd and Prospect Ave from January 2 to July 28 and there was a total of 101 infractions and 183 warnings for a total of 295 stops; stated he has recorded over 100 trucks that cross that intersection on any given day and provided more statistics, noting the police report numbers are too low; referenced the speed studies conducted by the City and reported the numbers given on the report; opined that Mayor Light is out of touch with the real issues in District 1.

Bernard Dubois (via Zoom), resident of the 500 block of North Prospect Ave, spoke of growing up on the Avenues, riding a mini bike and getting lectured by the Police about not riding on the streets; read information online about eBike fatalities being up 500% since 2021; spoke of his area having super cars that go from 0 to 60 in seconds and the dangers that pose on eBike riders.

Analyst Villa reported no one online and three eComments.

**J. EX PARTE COMMUNICATIONS - None**

**L. PUBLIC HEARINGS - None**

**M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None**

## **N. ITEMS FOR DISCUSSION PRIOR TO ACTION**

### **N.1. DISCUSSION AND POSSIBLE ACTION ON THE GENERAL PLAN - LAND USE ELEMENT UPDATE WITH A SPECIFIC FOCUS ON POLICIES RELATED TO THE REVITALIZATION OF THE ARTESIA AND AVIATION CORRIDOR**

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

Community Development Director Wiener explained that the purpose of that evening's discussion was to evaluate policies and regulations to help revitalize the corridor; provided some background which included that the General Plan (GP) update was initiated in 2016, the GPAC was formed and met 27 times, presented it to the Council in October 2024, and the City Council adopted actions specific to implementation of the Housing Elements and certified the EIR in November 2024; stated that the focus that evening was on the Land Use Element which is primarily related to planning and zoning; reported that October discussions had focused on four main topics: Artesia/Aviation FAR allowance and development standards, PI zone, Historic Preservation Policy, and standards for nonconforming buildings and uses; provided more details regarding the AACAP's vision, strategies, barriers to redevelopment, increased FAR, and reduced parking for preferred uses; mentioned what staff planned that evening was to evaluate the 1.5 FAR and noted the EIR that was certified covers up to 1.5 FAR for the corridor; discussed challenges staff discovered in achieving the 1.5 FAR especially with parking requirements, height limits, and with open space requirements; stated staff commissioned a study to illustrate some of the challenges they would face with increasing the FAR, provided several scenarios with visuals comparing different FAR situations; explained, if the City were to increase the FAR limit for the lots, they would need to modify development standards for parking and eliminate the open space requirements; mentioned the City could eliminate the parking requirement for parking at the site; discussed parking programs they could implement if the parking requirements were to remain such as off-site parking lot partnerships or paying employees to take transit.

Councilmember Behrendt asked if the City were to eliminate parking requirements for specific developments, could they re-instate the parking requirements at a later date.

Community Development Director Wiener stated that the City could do that through zoning code amendments and the City Council could also dictate a cap on how many spaces were required; noted that adjustments may be needed as they navigate through the project.

Councilmember Behrendt asked the City Manager if they could pivot when needed during the project.

City Manager Witzansky said they would be able to make adjustments to their codes as needed.

Discussion followed regarding parking and locations where there is an abundance of

spaces, especially on Artesia Blvd.

Community Development Director Wiener pointed out that a lot of the parking described in the AACAP is on private property and that is why he mentioned the shared parking programs; noted that with the current requirements those businesses were required to have a certain number of parking spaces and may be happy to be able to lease them to other businesses and properties.

Mayor Light stated that during GPAC they talked about cutting off some of the streets and create parklets that would provide some open space for the community.

Discussion followed regarding the required 10% open space, other possible solutions, and what the GPAC suggested in their report; City Manager Witzansky stated they would like to create more flexibility for the development community as policies are created and updated.

Community Development Director Wiener noted that another suggestion provided was doing a neighborhood parking permit so neighborhoods wouldn't be greatly impacted by the overflow parking; noted multiple different actions will be needed to solve all the issues.

Councilmember Castle spoke of cities with smaller properties, similar to Artesia, waive a certain number of first parking spaces required; stated a problem with requiring a lot of parking for the smaller properties is the cost associated with that requirement due to the limited space.

City Manager Witzansky noted the success of Riviera Village and that most people park on commercial lots and not private property; stated that is what they want to create for Artesia Blvd.

Councilmember Waller spoke favorably that they were discussing these issues beforehand and noted Riviera Village has its issues with parking.

Community Development Director Wiener continued with his presentation; discussed other options to consider including: a maximum buildout cap, possibly adopting a property maintenance ordinance (stated an example was given in the packet), and allowing mixed-use to give the City more control.

Discussion followed on the ability for Council to set limits on certain items if they go with a mixed-use option, how SB 6 and AB 2243 factor in, the ability to limit the density and floor/story use, and what role state laws play including the Bonus Law; noted a deeper dive would be needed.

Councilmember Behrendt voiced his concern regarding mixed-use since it hasn't had a good history in Redondo Beach in spurring commercial and retail but did approve of looking into it for the area; mentioned the density bonus law doesn't give the City more control; liked the concept of the property maintenance ordinance but wanted more

research done on it.

City Manager Witzansky provided his thoughts on the property maintenance ordinance topic and felt the business development community might be more incentivized and confident if their neighbors are going to look better after it.

Councilmember Behrendt voiced his approval of the maximum build-out cap but discussed reasons for some concern.

More discussion followed.

Community Development Director Wiener noted that the survey done reported parking rated as the highest regulatory barrier to redevelopment; pointed out that residential would most likely be the most reasonable use for space on the second and third floors if the FAR is increased; stated staff's recommendation to Council is to receive the report and provide direction to staff on the following policy considerations:

- Increase the FAR in the range of 0.6 – 1.5
- Allow vertical mixed-use
- Reduce the on-site parking requirements
- Modify the height, stories, and open-space development standards
- Place a cap on the maximum floor area buildout
- Prepare a property maintenance ordinance

Community Development Director Wiener mentioned that besides the FAR (which is addressed through the land-use element), the other changes would be zoning code amendments; showed a slide with the General Plan update project schedule:

- August – October: Land Use Element discussion and Adoption
- Nov-Dec: Zoning Ordinance Adoption/ Implements Land Use Element policies
- Jan-Feb: Safety Element Adoption/ Open Space Element Adoption/ Noise Element Adoption
- Article 27 adoption/ EIR Adoption if necessary
- March/April Special Election
  - o Ballot: PI FAR
  - o Artesia FAR/Other amendments

Councilmember Behrendt asked staff what their thoughts were regarding the potential increase in the height limit on Artesia Blvd.

Community Development Director Wiener stated when they return to City Council with the zoning ordinance, they intend to provide some options to consider; thought it would be around 35 ft in total for a three-story building, but they will do some analysis of the area along the corridor and provide that data to Council.

City Manager Witzansky wanted to highlight the top policy concerns; spoke of eliminating

parking standards or reducing them, looking at current height requirements and giving the development committee more flexibility, especially allowing higher ceilings on the ground floor; mentioned they have studied a 1.5 FAR across the Boulevard and it is something that they can reduce later without supplemental environmental work later.

Councilmember Behrendt agreed with the remarks given; referenced the slide regarding the project schedule and asked if the Artesia portion could be done earlier and be part of the November election.

City Manager Witzansky noted they need an 88-90 day advance call for the election and getting ballot materials for the November election could not be done in time; mentioned the downside would be having two separate election expenses; suggested they could do an accelerated schedule just for the policies that affect the corridor and all they would need is the expense of funds.

Councilmember Obagi spoke of parking being a long-time barrier to redevelopment on Artesia Blvd; noted disappointment that eliminating the parking requirement was never recommended until today; stated there has been progress on Artesia Blvd since the Quality of Life code enforcement has been handled by the RBPB but pointed out that there are still blighted properties on Artesia Blvd due to lack of proactive enforcement; provided slides and descriptions of properties along Artesia and Aviation that have gone out of business and stated the City has not created the right conditions; stated he fully supports eliminating the parking requirements, that there are too many parking spaces available, and wished he had a parking problem instead; gave examples of other cities in Southern California that have successful areas; opined people like high ceilings and 45 ft total is needed for three stories; stated he would like a setback relative to the rear property lines adjacent to the residences; felt people would prefer a revitalized Artesia Blvd with taller buildings next to them then to continue to have the area in its current state; suggested to Director Wiener to have a 1.5 FAR for the first three or four years if you pull entitlements and apply to incentivize, otherwise it falls down to 1.25 FAR; mentioned an alternative to that suggestion would be to discount fees paid to the City in order for people to get their entitlements within the first three years; summarized thoughts regarding the policy considerations Director Wiener presented as: yes, the City Council would like to increase the FARs to 1.5, the City Council prefers to incentivize people on pursuing redevelopment sooner rather than later, and yes, the City Council supports updating other development standards such as parking; mentioned they need to gain control of signage design and provided examples to explain; agreed with the suggestion of in-lieu fees for parking management but nothing too exorbitant but would help build the parking fund; disagreed with allowing mixed-use development with residential above commercial along Artesia; reported discussing it with Councilmember Behrendt and Director Wiener and they decided to see how the other changes spurred development and if needed add the housing mixed-use overlay; regarding the property maintenance ordinance, Councilmember Obagi stated he just wants proactive code enforcement so that there are no old dilapidated properties on site; spoke of having off-street parking facilities prohibited from fronting onto Artesia Blvd because it is not inviting.



Mayor Light stated he is against mixed-use for a number of reasons; spoke of increased parking demand for residents and underperformance by the commercial use portion of those types of developments; gave several examples of businesses that failed with that type of business model and gave his opinions on what brought successes to Avenue I mixed-use and what doesn't work for the failed mixed-use properties; felt that once residential is introduced the ability to control certain aspects, such as setbacks, disappear; noted that if the City is successful in getting some reasonability out of state mandates to focus on the business corridor they would be stuck with mixed use and have to go back; disagreed with the statement made about down zoning and said it could trigger a DD vote; said, as long as there is no housing on it, he is fine with the increase in the FAR, tentatively agrees with the three story unless it creates a wall-like appearance, and agreed with Councilmember Obagi regarding the design of signage; highlighted the storefronts with lights all the way around the buildings and ones that attract substances are more of a deterrent to the look and feel of a family friendly neighborhood; hoped they would address co-living and mentioned being afraid of having it without any standards by which to adjudicate it.

Councilmember Waller stated he agreed with almost everything Councilmember Obagi brought up and would defer the 1.5 FAR to the Councilmembers from the north; said he is also fine with the cap; felt addressing the signage and the design standards for the area needed to be addressed more fully and that there should be a more unified look.

Councilmember Obagi interjected to ask if the design standards and signage fall under the General Plan land-use element amendment or a zoning code separate from it.

Community Development Director Wiener responded that it would be a separate zoning code and would be brought up after the land-use plan.

Discussion followed regarding the design and intent of implementing standards for signage.

Councilmember Waller suggested considering what they would want to have on the first and second floors, mentioning the retail and dining businesses should be on the first floor and dental and real estate type businesses be on the second floor; felt having three stories is important; noted he is okay with eliminating the open space requirement on Artesia Blvd; echoed the comments Councilmember Obagi had regarding parking, especially in regards to in-lieu fees that would allow the City to be able to purchase, build, etc.; felt that mixed-use, with limitations, is a way of making sure that the state doesn't come in and put mandates on the use; spoke of the property maintenance ordinance as a good way to encourage places are kept up and others will want to invest.

Councilmember Kaluderovic spoke in favor of the 1.5 FAR with the ability to adjust if needed, incentivizing development for a limited time to make it competitive and wondered how roof-top dining may play into the height limit.

Community Development Director Wiener stated the height limit would be part of the

ordinance that staff would return with and reported he has a draft they have prepared with some standards on it.

City Manager Witzansky asked Community Development Director Wiener to expand on how the height requirements handle roof-top dining.

Community Development Director Wiener explained that the current draft would allow for a 10 ft open structure on top of the height limit with limitations to the size of the structure.

Councilmember Obagi pointed out that there would need to be an elevator due to ADA compliance and the elevator would most likely be the tallest part of the structure.

Councilmember Kaluderovic stated her goal would be using in-lieu parking fees to create a bank to have a parking structure so people would consider stopping and walking down the Boulevard; disagreed with the Mayor's sentiments regarding mixed-use and felt the commercial make up is failing and that nail shops do not attract people; voiced the need to prioritize commercial and then offer some residential for the upper floor; stated she wanted to better understand mixed-use and also stated the City needs to make it easier for businesses to open and have less obstacles in their way; felt in regards to the maintenance ordinance the City needs to be bold in stating that status quo is not acceptable and that higher standards are needed to invigorate the area; favored removing the open-space requirement since the areas in front of storefronts, sidewalks, and going into shops can be open space.

Councilmember Castle focused on looking at the actual cost of implementing the changes they are making and making sure the City is doing their research on how practical some of the changes are; mentioned the risk in setting a FAR cap that would decrease after a certain amount of time would be if a developer purchased several properties in a row, and during that time, one of the properties took too long to acquire, it may cause issues with the FAR not being what he/she originally paid for; spoke in favor of ideas Councilmember Obagi provided and felt incentivizing developers to take action quickly would be good; felt the City needs to make sure the changes are practical and mentioned if there is residential on top of commercial an elevator would be required; stated it is important to think about the practical application of a lot of the changes being addressed.

Councilmember Obagi asked if the City has conceived of any incentives for people to aggregate properties.

City Manager Witzansky stated they have been looking at them and they all center around parking; opined they need to take a drastic step and eliminate the parking requirement and if that happened the merger incentive concept would happen organically.

Councilmember Obagi asked if staff needed specific direction on incentives to get people to start developing within the next 3 to 5 years.

City Manager Witzansky felt Director Wiener and himself understood the shared

sentiment by Council and could come up with some options as it pertains to the incentive concept; felt if the City relaxed or eliminated the parking standards that would be incentive enough for people but stated they would provide Council with recommendations and options on each item.

Discussion followed regarding the parking requirements.

Community Development Director Wiener stated they can bring back a zoning ordinance, and the Council can adopt that change.

More discussion ensued regarding what incentives they could implement right away, and the ability to change to no parking requirements immediately.

Mayor Light questioned whether a traffic analysis would need to be done if they did mixed-use but mentioned if they stay in the 1.5 they may be able to avoid it; felt with the current state laws, it is a disincentive for the City to encourage housing on a property not currently used for housing since they would get penalized by the density bonuses and lose control.

City Manager Witzansky agreed with the Mayor but noted the state is now eroding control in exclusively commercial zoned areas so they might be better off doing time place manual regulation for some level of residential.

Mayor Light commented that it's difficult to ratchet back once it is put in place; spoke of not wanting to have a site dominated by residential and non-performing commercial businesses but wanted to place businesses in that would provide City revenue and add to the General Fund.

Discussion followed regarding Avenue I and that it is successful because it is mostly commercial with very little residential.

Councilmember Behrendt spoke of the property management ordinance conveying a common sense baseline such as chipping paint, exposed metal, etc.

Community Development Director Wiener stated it was articulated in the example ordinance he provided and noted a scorecard would accompany it.

More discussion followed with suggestions to start small and adjust as needed, compile the four or five major violation type issues, and to address the matter of enforcement.

Councilmember Obagi stated he didn't want them to skip over the parking management plan and make an error; asked if a parking management plan was needed immediately.

City Manager Witzansky felt they do not need one now and they could just get rid of the standards and develop the plan as they see the new builds; mentioned ideally, they would want to work with the new developments to see what each requires as far as parking.

Mayor Light invited public comment.

Jim Mueller stated the key to revitalization for a city's commercial district is people congregating to create viable economic opportunities for businesses; felt the cities that have been successful relied on input from people that live in the areas; opined that mixed-use has been very successful in revitalizing and defended 2001 Artesia, The Montecito, as being a very successful development but noted the retail environment around it is bad; spoke in favor of eliminating the parking requirement; mentioned it does take a lot of time and money to revitalize a city and suggested the City start with simple projects like a public market.

Mayor Light pointed out that the City conducted their own study and found they get \$7.60 more on average per sq. ft. from retail than from residential; stated the City loses money when they force out good businesses or good business property and replace it with residential; spoke of costs of services outweighing the revenues that come in from residential; stated the City needs a strong commercial base to fund the services that residents require, to fund parks, to fund public parking spaces and other programs the City has; disagreed that underperforming commercial is okay in mixed-use properties.

Rick McQuillin noted that, from the AACAP, current off-street parking rarely exceeds 50% utilization; wondered how they could utilize resources better; felt sharing the spaces and communicating to Artesia Blvd visitors where to park would be good; touched on the increase in micromobility and Lyft and Waymo services freeing up the need for parking; recommended any parking solutions should be simple, low investment, and flexible so they can be dismantled if the need fades; presented his vision on ParkArtesia and gave more explanation on how that might work and mentioned that with a street map from the app, maybe big signage would not be needed.

Mickey Johnson, District 5, spoke of the AACAP and the need to do something bold; felt there are a lot of things the City can do before the vote and relaxing parking was on her list; mentioned that the concept of Dine Around Artesia is to walk around and enjoy the what Artesia has to offer and they don't even need the parking; noted that they could use some bike lanes; referenced the Montecito as a great example of why there should be no concern regarding floor height, felt that it does not feel boxed in; supported the idea of rooftop dining and also suggested creating more parkettes for open spaces; stated the residents and NRBBA are there to help them but would like to get it moving.

Sandy Anleu, District 5, opined that businesses will disappear if something is not done soon; agreed with Mickey Johnson's remarks and reiterated 22,000 residents will be at the Dine Around Artesia and parking should not be an item to worry about; spoke about the need to redevelop the buildings in the area for current and future businesses; gave examples of potential business owners who decided not to occupy on Artesia due to outdated capabilities in the buildings; requested more bike lanes and possibly more stop signs.

Holly Osborne, District 5, commented on the diagrams in the packet regarding the 1.5

FAR with double and triple tandem parking, and stated that would make her stay away from places and that it is not practical; spoke about grocery shopping and the need for parking in that situation since people are not going to walk home with bags full of groceries; gave her thoughts regarding the types of businesses needed in the area; agreed with Mayor Light regarding mixed-use; asked Council not to do anything that would drive Grocery Outlet away.

Councilmember Obagi responded to Holly Osborne's comment regarding parking at Grocery Outlet; felt that Grocery Outlet has an abundance of parking and the change would not drive them out of business but give them the ability to make money by offering their excess parking spots to adjacent property owners that do not have enough parking spaces; stated it will be a good thing for everybody who has parking currently on Artesia Blvd.

Mayor Light and City Manager Witzansky spoke in defense of the diagrams Director Wiener provided for the tandem parking; stating it was meant to show the lunacy of the current standard and not to actually implement double and triple tandem parking solutions.

City Manager Witzansky stated the thought is to give the commercial sector the flexibility to decide what it needs and not prescribe that before they start.

Hudson Brann wondered if upgrades for zoning applied to commercial as well as residential and where they could apply for it; stated he is a big fan of mixed-use; felt that the situation with residential filling up before commercial in a mixed-use situation just shows that more housing is needed; spoke in favor of removing parking and adding bike lanes.

Georgette Gantner, District 2, spoke of the Council's need to determine what their vision is for the area, is it more business or more residents; agreed with the Mayor that it should all be business; gave an exaggerated scenario and stated they need to look at the worst case scenario; liked the idea of rooftop dining and parkettes; hoped the incentives for development would not force people out but incentivize property owners to do something about their vacant properties; felt there needs to be an ordinance to encourage owners to beautify their properties; wondered about the City's plan to pivot if the 1.5 FAR does not work out, hoped they don't do parking meters, suggested a study be done on why businesses that are in mixed-use situations don't succeed, and felt the ordinance for repairs is a good idea.

Eugene Solomon felt all the comments and discussion tonight has been good; suggested creating a parking marketplace with potential charging stations and property owners could sell their excess parking which may attract people to the Boulevard since they may need to charge their vehicles; noted that GPAC mentioned doing that; questioned what incentives the property owners would have in selling, noted that property taxes are very low, they have some cash flow, and selling creates taxes due to their capital gain; wondered if there could be some type of tax benefit or depreciation or stepped up basis

when the family inherits it that could be offered; reported that New York abated all property taxes for new developments going out 10 years to incentivize development and suggested the City could back load their fees instead of front load them and explained the concept.

Nancy Skiba (via Zoom), District 4, commented favorably for the vacuum repair shop and for Grocery Outlet; mentioned the concept of rooftop dining should consider the noise and fumes from vehicles when designing it.

Analyst Villa reported no other hands raised but four eComments in support.

Mayor Light asked if they would be seeing different topics in each Council meeting from here forward.

City Manager Witzansky mentioned the next time they would see this issue is in September and they would hopefully have some draft ordinances for City Council to consider.

More discussion followed on prioritizing items they can immediately change via ordinance and not waiting for a vote.

**O. CITY MANAGER ITEMS**

City Manager Witzansky pointed out they have 28 Consent Calendar items and thanked staff for all the hard work; reported they re-opened Seaside Lagoon.

**P. MAYOR AND COUNCIL ITEMS - None**

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

Mayor Light asked to agendaize the recommendation to name a park after Mr. Dawidziak from the Public Amenities Commission.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to name the South side of the Eaton Park on Harriman Ln. in honor of Joe Dawidziak.

Councilmember Kaluderovic asked if they could get a complete list of all the social media accounts for the City and list them on the website.

City Manager Witzansky stated he would get that information to all of them.

**R. RECESS TO CLOSED SESSION - None**

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

**Name of case:**

**City of Redondo Beach, et al. v. California State Water Resources Control Board**

**Case Number: 20STCP03193**

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

**Name of case:**

**In re 9300 Wilshire LLC Bankruptcy C.D. Cal.**

**Case Number: 2:23-bk-10918-ER**

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

**Name of case:**

**9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive**

**Case Number: 23STCP02189**

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

**Name of case:**

**In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC) Bankruptcy C.D. Cal.**

**Case Number: 2:23-ap-01163-ER**

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

**Name of case:**

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

**Case Number: 23TRCP00325**

- R.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code**

**Section 54956.9(d)(1).**

**Name of case:**

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

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

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

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

**Name of case:**

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

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

**Name of case:**

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

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

**Name of Case:**

**Mendoza, Angel v. City of Redondo Beach, City of Palos Verdes Estates, City of Rolling Hills Estates, County of Los Angeles, State of California and Does 1 to 25, Inclusive  
Case Number: 25TRCV01201**

- R.11. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege - Government Code**



**Section 54956.9(d)(1).**

**Name of case:**

**Matthew Bandy v. City of Redondo Beach WCAB No: ADJ17244999**

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

**AGENCY NEGOTIATORS:**

**Mike Witzansky, City Manager**

**Luke Smude, Assistant to the City Manager**

**PROPERTY:**

**3007 Vail Ave., Redondo Beach, CA 90278**

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

**Parking Lot at the Corner of Felton Ln. and 182nd St., Redondo Beach, CA 90278**

**(APN: 415-803-3900)**

**715 Julia Ave, Redondo Beach, CA 90277**

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

**1935 Manhattan Beach Blvd., Redondo Beach, CA 90278**

**(APN: 404-900-8903)**

**807 Inglewood Ave., Redondo Beach, CA 90278**

**(a portion of APN: 408-302-4900)**

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

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

**NEGOTIATING PARTIES:**

**Dr. Nicole Wesley, Superintendent Redondo Beach Unified School District**

**UNDER NEGOTIATION:**

**Both Price and Terms**

**R.13. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.8**

**AGENCY NEGOTIATORS:**

**Mike Witzansky, City Manager**

**Andy Winje, Public Works Director**

**PROPERTY:**

**422 S. PCH**

**(APN: 7508-020-026)**

**NEGOTIATING PARTY:**

**Sandcastle Pacific LLC**

**UNDER NEGOTIATION:  
Both Price and Terms**

**S. RECONVENE TO OPEN SESSION**

**T. ADJOURNMENT – 8:53 P.M.**

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to adjourn the meeting at 8:53 p.m.

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, August 12, 2025, in the Redondo Beach City Hall Chambers, 415 Diamond Street, Redondo Beach, CA.

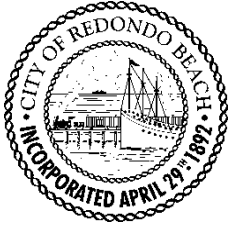
Motion carried 5-0 by voice vote.

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

Respectfully submitted:

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Eleanor Manzano, CMC  
City Clerk



Minutes  
Redondo Beach City Council  
Tuesday, August 12, 2025  
Closed Session – Adjourned Regular Meeting 4:30 p.m.  
Open Session – Regular Meeting 6:00 p.m.

**4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING**

**A. CALL MEETING TO ORDER**

An Adjourned Regular Meeting of the Redondo Beach City Council was called to order at 4:30 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

**B. ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Obagi, Mayor Light, Behrendt (arrived at 4:31 p.m.)

Councilmembers Absent: None

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Melissa Villa, Analyst/Liaison

**C. SALUTE TO THE FLAG AND INVOCATION - None**

**D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS - None**

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

Analyst Villa reported no eComments and no one on Zoom.

**F. RECESS TO CLOSED SESSION – 4:34 P.M.**

**F.1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.**

**AGENCY NEGOTIATORS:**

**Mike Witzansky, City Manager**

**Greg Kapovich, Waterfront & Economic Development Director**

**PROPERTY:**

**Quality Seafood: 100 & 130 International Boardwalk, Redondo Beach, CA**

**90277 (a portion of APN: 7505-002-932)**  
**Joe's Crab Shack: 230 Portofino Way, Redondo Beach, CA 90277**  
**(a portion of APN: 7503-029-903)**  
**California Surf Club: 239 & 245 N. Harbor Drive, Redondo Beach, CA 90277**  
**(portions of APN: 7503-029-903)**  
**Portion of the Redondo Beach Marina Parking Lot (a portion of APN: 7503-029-900) Gold's Gym: 200 N Harbor Dr, Redondo Beach, CA 90277 (a portion of APN: 7503-034-024)**  
**Monstad Pier: 110-151 Fisherman's Wharf, Redondo Beach, CA 90277 (a portion of APN: 7505-002-934)**  
**Fun Factory: 123 International Boardwalk, Redondo Beach, CA 90277 (a portion of APN: 7505-002-908)**  
**Fisherman's Wharf: 200-240 Fisherman's Wharf, Redondo Beach, CA 90277 (a portion of APN: 7505-002-934)**  
**Pier Plaza: 103-131 W. Torrance Blvd., Redondo Beach CA 90277 (a portion of APN: 7505-002-908)**  
**Kincaid's and Pad 2: 500 Fisherman's Wharf, Redondo Beach, CA 90277 (a portion of APN: 7505-002-933)**  
**Basin 1: 208 Yacht Club Way, Redondo Beach, CA 90277 (a portion of APN: 7503-003-900)**

**NEGOTIATING PARTIES:**

**Jeff Jones, Quality Seafood, Inc.**  
**John Warner, Marine Mammal Care Center Los Angeles**  
**Allen Sanford, BeachLife Festival/CA Surf Club**  
**James Kwon, HK Pacific, LLC**  
**Landry's Restaurants, Inc.**  
**Allen Ginsburg, Majestic KHM, LLC**  
**Various Prospective Tenants**

**UNDER NEGOTIATION:**

**Lease Status, Price, and Terms**

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

**Name of Case:**

**Slater Waterproofing, Inc. v. City of Redondo Beach; Walker Consultants, Inc dba Walker Restoration Consultants; Sika Corporation; and ROES 1-10, inclusive**

**Case Number: CIVRS2501454**

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to recess to Closed Session.

Analyst Villa read titles to items that would be covered in Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, W.E.D. Director Greg Kapovich, W.E.D. Manager Katherine Buck, and City Engineer Lauren Sablan.

Motion carried 5-0 by voice vote.

**G. RECONVENE TO OPEN SESSION – 6:10 P.M.**

**H. ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Behrendt, Mayor Light

Councilmembers Absent: Obagi

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Laura Diaz, Deputy City Clerk/ Records Mgmt.  
Coordinator

**I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**

City Manager Witzansky reported under F.2 the Council unanimously voted to have the City Attorney and team to defend the City in the matter.

Motion by Councilmember Castle, seconded by Councilmember Waller, to adjourn to the Regular Open Meeting.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

**J. ADJOURN TO REGULAR MEETING**

Mayor Light reconvened to Open Session at 6:11 p.m.

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

**A. CALL TO ORDER**

**B. ROLL CALL**

Councilmembers Present: Waller, Castle, Kaluderovic, Behrendt, Mayor Light,  
Obagi (arrived approximately at 6:18)

Councilmembers Absent: None

Officials Present: Mike Witzansky, City Manager  
Joy Ford, City Attorney  
Laura Diaz, Deputy City Clerk/Records Mgmt.  
Coordinator

Mayor Light recognized any veterans and active-duty military for their service.

**C. SALUTE TO THE FLAG AND INVOCATION**

Councilmember Kaluderovic led in the salute to the flag. Mayor Light asked that everyone remain standing for a moment of silent invocation.

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

Mayor Light reported he had a meal with a large contingent from Itoman Okinawa, Japan, their Chamber of Commerce in LA and the press who cover Japanese relations in the area; thanked everyone involved with the visitors from Japan; reported the City Manager and himself are on the SCAG's calendar to meet on Thursday about housing; announced they will have an internal meeting to discuss the World Cup to prepare for potential watch parties; reported the following Tuesday, he would be attending a Council General of Mexico meeting in Hawthorne to discuss immigration and other topics, and will attend the RBUSD Back to School Rally on Monday.

Councilmember Kaluderovic reported she would be at the RBUSD Back to School Rally on Monday, August 20<sup>th</sup>.

Councilmember Castle reported he was at the dinner with the contingent from Itoman, Japan; presented at the Port Royal membership meeting on Monday which also had a presentation from the Marine Mammal Care Center which he put a clip of on his social media page; noted on August 23<sup>rd</sup>, Port Royal Yacht Club will host a fundraiser for the Marine Mammal Care Center.

Councilmember Waller reported attending several events with the delegation from Itoman, Japan including hosting a picnic in Veteran's Park and joining them on tours of the City; thanked Pat Light for all the work she put into the events; stated he met with city staff and two Councilmembers from Torrance to discuss truck routes; reported the City received the results from the 2024-2025 assessment roll and the City of Redondo Beach saw a 3.9% increase in property valuation bringing the total valuation of just over \$23.6 million; announced his next Community Meeting would be at Veterans Park Senior Center on August 27<sup>th</sup> from 4:00 p.m. to 5:30 p.m.

Councilmember Obagi thanked RBPD and Rbfd for a great National Night Out, thanked

staff of the Public Works Department for putting in new basketball rims and new fences at the General Eaton Jr. parkette in District 4 and repaving a bad area near Wiley Sump, and spoke about the progress of the bike path in North Redondo.

**E. APPROVE ORDER OF AGENDA**

Motion by Councilmember Obagi, seconded by Councilmember Behrendt, to move N.3 before N.1.

Motion carried 5-0 by voice vote.

**F. AGENCY RECESS - None**

**G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

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

Laura Diaz reported Blue Folder Items for J.1, N.1, and P.1.

**H. CONSENT CALENDAR**

**H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF AUGUST 12, 2025**

**CONTACT: ELEANOR MANZANO, CITY CLERK**

**H.2. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA**

**CONTACT: ELEANOR MANZANO, CITY CLERK**

**H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES:**

- A. JULY 8, 2025 ADJOURNED AND REGULAR MEETING**
- B. JULY 15, 2025 ADJOURNED AND REGULAR MEETING**

**CONTACT: ELEANOR MANZANO, CITY CLERK**

**H.4. APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE REDONDO BEACH UNIFIED SCHOOL DISTRICT FOR THE USE OF ELEMENTARY SCHOOL CAMPUSES FOR THE CITY'S AFTER SCHOOL PROGRAM**

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

**H.5. APPROVE THE SECOND AMENDMENT TO THE MEMORANDUM OF**

**UNDERSTANDING WITH THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS FOR USE OF ALLOCATED COUNTY LOCAL SOLUTIONS GRANT FUNDS TO LEASE MOTEL AND SINGLE-ROOM OCCUPANCY (SRO) BEDS AND TO EXTEND THE TERM TO JUNE 30, 2027**

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

Councilmember Waller stated he wanted to point out H.4 shows the Council's great partnership with the School District since they are only charging the City \$10,000 for a full year of the City's afterschool program held on all eight of their elementary school sites.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to approve the Consent Calendar as presented.

Mayor Light invited members of the public to comment on the Consent Calendar.

Laura Diaz reported three attendees but no one with their hand raised and no eComments.

**I. EXCLUDED CONSENT CALENDAR ITEMS - None**

**J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

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

Andy Porkchop commented on the area being deserted instead of full of vacationers and also spoke about people posting negative comments about him and giving out his personal information such as his address and real name; stated the Fire Captain's wife is the leader of the Facebook page responsible for the statements.

Laura Diaz reported no eComments and no hands raised on Zoom.

**K. EX PARTE COMMUNICATIONS - None**

**L. PUBLIC HEARINGS - None**

**M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None**

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

Councilmember Obagi had requested to move N.3 before N.1.

**N.1. DISCUSSION AND POSSIBLE ACTION ON THE INSTALLATION OF PICKLEBALL COURTS AT ALTA VISTA PARK AND APPROVAL OF A CEQA EXEMPTION DECLARATION FOR THE PROJECT**



**CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR  
MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR**

This item was discussed after N.3.

Community Services Director Hause stated she is presenting the results of the Pickleball Noise Impact Study done at Alta Vista and would be seeking authorization from City Council to move forward with the installation of the pickleball courts along with any sound mitigation steps they may want to take; introduced Tina Darjzanie, a senior engineer with Yorke Engineering, via Zoom and mentioned Marc Wiener was also there to assist; provided a PowerPoint presentation which included:

- Background and Purpose
  - July 16, 2024 Council meeting – Direction to conduct noise impact study, prepare CEQA determination.
  - Showed a slide where homes are built near the facility and explained residents were concerned about the noise.
  - Yorke Engineering was selected to conduct the study and gave reasons why they were chosen.
- Study Approach done by Yorke Engineering
  - Measured baseline ambient noise over a 24-hour period, explained how they conducted this.
  - Measured noise generated by pickleball play
  - 20-minute continuous pickleball play at each of the two potential courts
- Study Findings
  - Proposed PB activities would not exceed limits set by RBMC 4-24.301
  - Increases in noise exposure at neighboring residences: 0.0 to 0.7 dBA
  - Below the minimum 3 dBA-levels for outdoor environments
  - Conclusion: No significant noise impacts and mitigation not required
- Why was Leq used instead of Lmax?
  - Leq – recognized regulatory standard for environmental noise
  - Lmax – captures only single loud moment, not a duration or frequency
- Sound mitigation options
  - Mentioned there is already money allocated for this item and the City would not need to allocate anything extra
  - \$21,875 allocated during FY 2024-25 Budget
  - 3 options: Pickleblok, Alphasorb, and SoundBlock
- Next Steps
  - CIP 30330 - \$90,000 resurfacing/restriping of all 8 courts
  - Obtain cost proposals
    - Prepare contracts, present to Council for consideration and approval
      - Resurfacing/restriping of all courts
      - Convert Tennis Court 1 into 4 PB courts, possible sound mitigation installation.
- Recommendations

- Receive and file the Noise Impact Study report
- Determine that the project is exempt from CEQA
- Authorize staff to proceed
- Provide direction on sound mitigation

Mayor Light asked about the sound mitigation material and wondered how they compared.

Community Services Director Hause mentioned PickleBlok is the one used by most facilities in the state; mentioned it is more expensive, but it is easier to install and the preferred option among the others offered.

Mayor Light stated it is important to know how much it is attenuating; referenced paragraph 6.5 in the report stating it added 5 dB to the readings they had for LEQ and wanted more information.

Tina Darjzanie responded that they added 5 dB penalty to account for impulsive noise and even with that buffer the predicted increase in ambient noise was just 1.8 dB which is still below the 3 dB threshold.

Mayor Light asked if they are still below any violation of Redondo sound standards and Tina Darjzanie stated that is correct.

Mayor Light spoke of reading in the study that it was actually louder when tennis and pickleball were playing at the same time than when pickleball was playing alone.

Tina Darjzanie said the takeaway from that is that pickleball is not as loud as a long-standing recreational activity and pickleball does not introduce a new or noticeably louder source of noise to the area.

Mayor Light went into discussion about Lmax and the reasons it was not used; commented that there is nothing in the report that drives them in the CEQA analysis to mitigate the noise, but they are doing it because Council appropriated money for it.

Councilmember Waller felt the noise study was valuable and reported he attended it; stated that pickleball is noisy and even if the study shows no sound mitigation is needed, he felt noise mitigation is required; noted that SoundBlock offers the highest which would possibly be better but did not really have a preference.

More discussion followed regarding the options for sound mitigation, the placement of the material, the aesthetics, and not to enclose the facility since that would become a safety issue.

City Manager Witzansky commented that the second option is aesthetically awful; suggested starting small and making sure to be mindful of the aesthetics.

Councilmember Waller noted that the hillside used to be green and due to bike riding the

sprinklers have been damaged and asked if the irrigation and hillside could be improved during the installation of the PB courts.

Discussion followed regarding the options provided for sound mitigation, which side needs mitigation, and possible landscaping.

More discussion followed regarding the details of the work that would be needed to the courts.

Motion by Councilmember Waller, seconded by Councilmember Obagi, to receive and file the noise impact study, certify that the project is exempt from CEQA, authorize staff to proceed with the installation of the pickleball courts with sound mitigation and vegetation as described.

Councilmember Behrendt asked about the tax and delivery fees of the options presented by Director Hause.

Community Services Director Hause responded that she did not have that amount and that the installation would depend on who they choose and the condition of the fences; mentioned the installation may be able to be done in-house.

City Manager Witzansky expanded on the project, mentioning they need to account for the possibility of current material needing to be reinforced or repaired.

More discussion followed.

Mayor Light invited public comment.

Bob Brown opined that the noise test was not great and was glad to hear they are including noise mitigation in the project; felt one side would not be enough but was open to seeing if it would work and mentioned, if not, the residents would let them know.

Mayor Light asked the Yorke engineer if they installed SoundBlock on the west, would putting SoundBlock on the east side help.

Tina Darjzanie stated no, all the City needs is a barrier between the noise source and your receptor so basically on the west side only.

Wayne Craig asked when the sound study was done did, they have one or all four pickleball courts playing, noted that one tennis court translates to four pickleball courts; asked what the temperature and weather was at the time of the study, mentioning that wind can affect the sound; asked what the frequency was like at the time of the study.

Councilmember Behrendt reported that all four courts were playing simultaneously, he did not need a jacket, minimal wind and the noise study had frequency breakdowns. Mark Nelson made a comment on the use of Lmax and the Leq and wondered if it was

diluted over a 24-hour period or if it was only done during the pickleball play times; stated he was just concerned for the neighbors in the area.

Discussion followed regarding the noise study.

Laura Diaz reported no other hands were raised and one eComment that was neutral.

Motion carried 5-0 by voice vote.

**N.2. DISCUSSION AND POSSIBLE ACTION REGARDING AN AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES IN AN AMOUNT NOT TO EXCEED \$138,158 AND THE TERM AUGUST 5, 2025 TO JUNE 30, 2026**

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

Chief Hoffman stated this is the proposed contract with the outside vendor they use to help with staffing the 27 intersections where crossing guards are needed; provided a PowerPoint presentation; reported the total cost breakdown for staffing, noted that 22 sites are covered by City employees but it has been difficult, 5 have been contracted to All City Management Services (ACMS) who have been used for years to fill the gaps; noted that there were some requests for some changes in the ACMS contract and have been discussed with the City Attorney's office; the changes were provided on a slide and included:

- ACMS requested modifications to indemnity provision
- City's standard requires full defense, protection
- ACMS seeks deletion of the work "sole".
- ACMS proposes comparative negligence liability standard
- Indemnification limit for ACMS set at \$6M
- CA recommends rejecting requested indemnity modifications

Chief Hoffman gave the floor to City Attorney Ford to go over the changes.

City Attorney Ford mentioned the vendor requested the removal of the word "sole" which would seek a comparative negligence proportion of liability and is not standard across other cities; stated she would not want to be the first city in the South Bay to agree to this language but it is Council's decision.

Mayor Light asked if she recommended rejecting the proposal.

City Attorney Ford said yes and to go back to ACMS and request they stick with the standard language or do an RFP and see if they bid and agree to the standard language.

Chief Hoffman continued with his presentation and provided two recommendations:  
Option 1: Approve the agreement with ACMS to staff five crossing guard locations as currently drafted; or

Option 2: Reject ACMS's proposed indemnity language and demand the contractor accept the City's Standard Indemnity Provision and if they refuse return on August 19 with a staff recommendation on which crossing guard locations to vacate.

City Manager Witzansky spoke about the evaluations they have made over the year on the various location sites with crossing guards and would be prepared to suggest which five sites to vacate if ACMS rejects the standard language.

Mayor Light asked if there was a reason why they waited a week before school starts.

Chief Hoffman explained the timeline and unfortunately it took that long to come to this point.

Councilmember Castle spoke about looking through all the information and noted that there are 1.5 crossing guards per school across all the cities, but they have 2.5 crossing guards for their City; asked if they need all five crossing guards.

City Manager Witzansky felt all five are not needed but asked Council if they want all five of those locations because they do benefit the community; stated he has mentioned the budget figure for the crossing guards is not sustainable under the current costs; compared the benefit of in-house as opposed to outside services; noted some issues surrounding the item and that the subcommittee is working on solutions for them.

Councilmember Castle pointed out that the question of the insurance coverage and liability protection for the City that AMCS is trying to cut back actually increases the cost to the City for having outside services; felt that bringing the positions in-house eventually will be to the City's benefit.

Councilmember Waller stated he is opposed to what ACMS is asking for and strongly endorses option 2.

Motion by Councilmember Waller, seconded by Councilmember Kaluderovic, to support option 2 and reject ACMS's terms.

City Manager Witzansky stated staff can prepare a recommendation for Tuesday night and take the pressure off the subcommittee.

Councilmember Kaluderovic, as a member of the subcommittee, felt the evaluation of the crossing guard sites has been long overdue and her goal in the subcommittee is to make sure they are using the fund in the best physically responsible way for the residents; suggested they inform the community regarding this matter, so they understand the big picture.

Wayne Craig, District 1, referenced the spreadsheet from the packet and questioned if Torrance is receiving reimbursement from their school district.

City Manager Witzansky responded that he doesn't believe they receive reimbursement

but is not sure of how their numbers were reported.

Wayne Craig spoke about the School District's allocation towards repairs for the schools, but the money is still there and they do not need it for the repairs; suggested that the subcommittee look into that and see if it could be used for the crossing guards.

Andy Porkchop mentioned Torrance does not allocate any money towards crossing guards; spoke about his experience when he was younger; felt it is ridiculous that the School District does not contribute funds towards crossing guards.

Marcie Guillermo stated the School District should chip in with the costs; mentioned that the Councilmember for District 2 spoke about budget constraints but that he was not concerned with budget constraints when talking about the dispensaries.

Laura Diaz reported no more hands raised and two eComments opposed.

Mayor Light called the vote.

Motion carried 5-0 by voice vote.

**N.3. DISCUSSION AND POSSIBLE ACTION ON THE HIRING OF A CONSULTANT TO CONDUCT A PUBLIC OPINION SURVEY ON THE CITY'S COMMERCIAL RETAIL CANNABIS REGULATORY PROGRAM AND THE POTENTIAL SOLICITATION OF COMMERCIAL RETAIL CANNABIS PERMIT APPLICATIONS**

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

This item was discussed prior to N.1 per Councilmember Obagi's request.

Assistant to the City Manager Chung provided a PowerPoint presentation regarding the item; the presentation included the following:

- Background
  - March 2025: City Council adopted 3 ordinances to codify the CRC Regulatory Program
  - July 1, 2025: City Council considered initiating the Permit Application Process and releasing a Request for CRC applications (RFA)
- Proposal Options
  - The City solicited a proposal from FM3
  - Proposes to survey to include phone and online interviews
    - City Council directed staff to engage a public opinion research firm to survey residents before reconsidering releasing the RFA.
- City Council Participation – staff is seeking direction on Council's desired level of involvement with the survey ranging from full to none.
- Recommendations

- Direct staff to prepare a contract with FM3 to survey 500 residents for a total cost of \$38,750 and a corresponding Budget Resolution
- Provide direction on the City Council's desired level of participation for preparation of the survey questions

Jane Chung introduced Dr. Richard Bernard with FM3 to answer questions.

Mayor Light clarified that a 4/5s vote was required since it is a budget request. Jane Chung agreed it was required.

City Manager Witzansky expanded on the request for proposal and noted they would bring it back the following week as a proposed contract and proposed budget resolution; clarified the 4/5s vote was not needed that evening but would be needed the following week.

Councilmember Obagi asked Dr. Bernard if he participated in the survey with the City for the public safety infrastructure bond.

Dr. Bernard stated he did. More discussion followed on the details regarding the survey for the public safety infrastructure bond and how it was conducted.

Councilmember Obagi directed the discussion towards how FM3 would conduct the survey regarding the licensure process to permit two cannabis stores to open up in Redondo Beach; asked, although Council is asking just one question to the residents, what other questions FM3 plans to ask the public.

Dr. Bernard stated he didn't want to get ahead of what level of participation Council would like to take in drafting the questions; mentioned he envisions educating the public on both sides to give them an understanding of those that support moving forward and those that are opposed to it so that they can react to what is being asked when the survey is conducted; noted that not everyone has been following the deliberations or attending the meetings and may not be up to date on information or the topic.

In response to Councilmember Obagi's statement about providing a summary of what has taken place over the past year to the public, Dr. Bernard added that they would also weigh out the pros and cons of having the types of activities in the City that the cannabis stores would bring; reiterated he didn't want to get ahead of what the Council may choose to do but explained more about FM3's process in conducting the survey; emphasized they are trying to provide a balanced discussion so the Council can feel sure that their responses are more accurate before they make a decision.

Councilmember Waller mentioned he has had some experience in conducting surveys and felt it is important not to lead the responses so they produce the outcome they are looking for; opined Council should opt to have no involvement or moderate involvement in the survey process since FM3 are the experts and this is what they are being hired to do.

Dr. Bernard understood that Councilmember Waller preferred to have a more unbiased survey; discouraged bringing questions to a public Brown Act meeting because that will bias the results and be poor research development.

Mayor Light asked Councilmember Waller his thoughts on surveying 400 or 500 or whether it is voters or the general public.

Councilmember Waller felt the general public should be involved and did not have an opinion on whether it was 400 or 500.

Councilmember Behrendt stated his understanding of why they are conducting the survey is to get the answer to the question that was never asked by the registered voters of the community which is "Do you want storefront retail cannabis shops in Redondo Beach, yes or no?"; felt what is being proposed tonight is a presentation of pros and cons to the residents along with education but that is not what he envisioned; stated what FM3 did for Measure FP was very good but that this is completely different and it is really just a "yes or no" question; pointed out that in FM3 recommended surveying a sample of registered voters since they are the ones that are more politically engaged and more cost effective; opined only registered voters should be polled in this matter; noted he did not agree with the timing of this item and was opposed to it at this time.

Councilmember Castle reported he did his own informal survey in his last newsletter based on inquiries he was receiving regarding cannabis shops opening in the area; noted that District 2 is comprised of several schools and therefore have limited areas for a shop to even open and his question was whether anyone was opposed to having a retail shop in South Redondo; felt the education of the item is very important since there may be confusion regarding the item; opined a public survey should be done since it impacts everyone, of 500, and that FM3 should design the questions; mentioned his survey only produced a 4% return and it was split and unclear.

Councilmember Kaluderovic asked why FM3 suggested registered voters as opposed to all residents.

Dr. Bernard responded that they felt being civically engaged was important and that Redondo Beach has a high percentage of residents that are registered to vote so it would save the City some money and also because some are not able to register to vote for specific reasons plus there is information on registered voters that can help produce substantive questions for the survey.

Councilmember Waller asked if asking just one question would be a proper survey and would it provide the results they need.

Dr. Bernard responded by noting demographics is important for the results to be correct and asked Council if they feel the residents are well-versed in the policy they intend to consider and that is what they need to ask themselves to answer whether they need a more detailed survey or if they just need to ask the one question to the residents.



Councilmember Castle pointed out that most people would just say no because they do not want a retail cannabis store next to them but that they are not aware of the ordinance Council just passed unanimously so he felt education is needed.

Councilmember Obagi stated he disagreed with Councilmember Behrendt; mentioned the residents passed the cannabis tax, were signing catalyst papers around the City, and felt the question needs to be posed; spoke about the differences in retail cannabis not being taxed and completely unregulated versus two cannabis retail shops subject to being taxed and contributing to the General Fund which would help for enforcement; felt education is needed.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to move forward with 500 interviews of residents, with minimal to no participation of Council, and allow FM3 to provide their services to find if allowing no more than two cannabis retail stores under the City's current ordinance that was passed with unanimous support of City Council to sell retail cannabis to people over 18 years of age and subject to the cannabis tax the residents approved was wanted in the City.

Mayor Light interjected and explained that Council needed to direct staff to come back with a contract reflecting those items and a budget resolution; Councilmember Obagi and Councilmember Waller agreed that was the motion.

Councilmember Kaluderovic offered a friendly amendment, noting she felt FM3 is the right group for the job but felt 500 registered voters should be the ones surveyed, and wanted to hold off on the implementation of the survey because she felt they weren't ready yet and provided reasons including the cost and Measure FP implementation; added that until the City can prove they can enforce the laws regarding cannabis they need to wait; stated her motion is to hold off until mid-year when they can discuss it and have a better idea of the City's economic status and if they have made progress in enforcement with the existing illegal sales in the City.

Councilmember Behrendt asked to hear from the public before proceeding.

Melissa DeChandt thanked the Council for moving forward with the survey; felt it is important to assess where residents stand; mentioned she lives in District 1 and that if a shop is opened it will end up in her district; stated opinion and anecdote is not fact but data is and data informs policy; spoke of the cannabis industry's inability to regulate its own market and noted the issues it continues to have and that many studies have shown cannabis retail normalizes cannabis use; gave more information on other studies conducted which all reflected negatively on cannabis regulation; applauded the City in their efforts to enforce but felt they are not ready yet and agreed with Councilmember Kaluderovic.

Jim Mueller stated he is in favor of a survey that is up or down for retail cannabis; wondered why it is so difficult; asked Council to make sure the survey is unbiased, and at the very least have registered voters; mentioned two issues: 1) to consider the City

Manager's proposed survey project, spoke negatively about the way FM3 conducts surveys and felt they are biased towards supporting cannabis retail; mentioned there are plenty of ways to create bias in this type of survey; recommended the City find a surveying organization that will deliver assuredly unbiased results at a lower cost; questioned their need to rush this item and felt there are more pressing matters to direct their budget towards; spoke of retailers, naming Timothy Dodd of Sweet Flower, stating the added costs and regulations may push retailers to unlicensed, illegal activity; proposed that Council redirect the City's attention to focus on untainted and family friendly tax revenue sources for Redondo Beach.

Joan Irvine, District 1, supported moving forward with the item and it should include 500 people, all residents, and minimal input from the City Council; felt education is very important and mentioned if they don't offer retail cannabis shops the City is inviting the black market in to sell illegal, tainted products to children; stated it is better for public safety to have them and it will bring revenue to the City; supported spending money on the survey and opined the way it is written will be important; asked Council to move forward since it has been eight years.

Jonatan Cvetko understood they are trying to be prudent with their budget; wondered if an RFP to choose a surveyor was conducted and if not, why not; learned that FM3 was also hired by the Prop 64 campaign and that the campaign manager for Prop 64 is someone that intends to apply for a retail cannabis shop in RB; asked the Council to look into any connections FM3 may have and if they do, they should consider finding another firm that does not to avoid potential conflicts; agreed with Councilmember Kaluderovic's comments that there is still an ongoing problem with testing, enforcement, and taxation; mentioned a few articles that have come out regarding the problems in the industry and that operators with intent to operate in RB are recognizing the issues; felt it is prudent for the City to hold off to see if the situation gets better.

Andy Porkchop, Torrance resident, stated he was happy when Torrance rejected having retail cannabis in their city; spoke about the damage drugs have on people and children; referenced Councilmember Castle's survey only having a 4% return and that the City is wasting its money on a survey that may have the same result; mentioned that no arrests are made and that they can not compete with illegal drug sales happening in the City.

Mark Nelson (via Zoom) opined a straight yes or no question is fine, similar to a ballot initiative; spoke in support of only registered voters taking the survey; read that the City of San Diego is taking in 50% as much weed tax revenue in the current year as they had in 2019 or 2020.

Marcie Guillermo (via Zoom) agreed with District 3 and District 5 Councilmembers and disagreed with Joan Irvine; asked how many arrests were made during the Beach Life Festival since many Councilmembers have mentioned they saw marijuana use during the festival; stated that the tax-paying residents have opposed this item several times and have asked Council to hold off; suggested a ballot measure be done and that FM3 should not be used since there is a conflict of interest.

Laura Diaz reported no more hands raised on Zoom and two eComments in opposition.

Councilmember Behrendt reiterated that the purpose of the survey is to assist Council in deciding whether to move forward with an RFA right now or in the future and that the results of the survey would not mean Council would use that only to make a decision; wondered if they should spend the money now for the survey or if they hold off and do it mid-year; asked Councilmember Waller if he would like to do the survey now or hold off.

Councilmember Waller stated he would like to do it now.

Councilmember Castle stated if they hold off, they risk the survey costing more money and did not see the point in delaying it when it will be done at some point anyways.

Discussion followed regarding the decision to spend the money for the survey; Councilmember Castle expanded on the topic and felt holding off actually costs time and money for staff and preferred to move forward; Councilmember Waller stated he is comfortable spending the money and that this item has been drawn out for many years.

Councilmember Behrendt spoke about Council needing confidence in the questions and results of the survey and felt having moderate participation would be needed by Council to do this.

City Manager Witzansky clarified that the survey would not go out without the Council being given information on the types of questions being asked; mentioned if they daylight the whole questionnaire, they will politicize the outcome so they will need to be mindful of that.

Discussion followed with on potentially forming a subcommittee to assist with developing questions for the survey and the need for the questions not to be known prior to the survey being given; City Manager Witzansky stated the goal is to get as accurate a data as possible with no bias; felt allowing the experts to perform the task was needed.

Councilmember Behrendt worried that the questions would not result in what the Council was intending without Council input prior to conducting the survey; felt if Council wanted to move forward with the survey moderate input from the Council is needed; offered a substitute motion to move forward with the item, with moderate participation of Council, and conduct on registered voters mid-year.

Councilmember Kaluderovic stated her motion to delay was intended so the City could make grounds on enforcement and prove to the voters they could be confident in the City's ability to do so and provide a better environment for retail cannabis before asking the residents whether it is a good idea.

Councilmember Waller felt it was reasonable to run them in parallel stating it will take time to produce the survey and also to make grounds on enforcement; mentioned he was

willing to make concessions in order to get the 4/5s vote.

Councilmember Kaluderovic clarified that they wouldn't spend the money now and no survey should be done in December, and they should wait until they see improvement in enforcement before conducting the survey.

Councilmember Behrendt agreed with Councilmember Kaluderovic.

Councilmember Castle questioned the impact of the results of enforcement since the survey will not have any questions regarding smoke shops.

Discussion followed regarding what the survey would include but that they would not be able to know that information.

Councilmember Behrendt asked the Mayor if Dr. Bernard could speak; Mayor Light allowed it.

Dr. Bernard stated he was fine with any degree of participation; spoke about jeopardizing the Brown Act and that by speaking to each Councilmember separately he would not but cautioned he would not be able to share any information; suggested an ad hoc committee of two but with differing views may be a good way to come up with a survey that would result in an unbiased outcome.

Councilmember Behrendt asked Dr. Bernard if he would be able to write up a survey, with what he knows now, asking residents if they would be in favor of storefront retail cannabis shops in Redondo Beach along with providing more background and information to the residents but with that question being the goal.

Dr. Bernard did not want to write it prior to knowing what the Council may decide but envisioned being able to pose the direct question early on in the survey, asking for a yay or nay, and then providing education from a variety of sides and seeing what that produces and then asking a subsequent question twice (once after the supportive side and once after the opposition side); explained that he has seen the process work successfully and stated he has no stake in the outcome and is not a resident of Redondo Beach.

To answer Councilmember Behrendt's question, Dr. Bernard stated they would work with City staff to get a clear sense of the RB community; noted if they move towards the moderate participation, he would work directly with Councilmembers and would propose questions for them to react to; stated if Council goes with the ad hoc committee they would work with them to try to be as fair and balanced as possible.

To answer Councilmember Behrendt's question, City Manager Witzansky mentioned staff would discuss it and figure out how to have a tempered public discussion collaboratively; noted an ad hoc subcommittee would be the straighter line since they would not have to come back and have a public discussion.

Councilmember Behrendt stated it would have to be a modified moderate participation and City Manager Witzansky concurred.

Councilmember Behrendt offered a substitute motion to go with the modified moderate participation to ensure FM3 and Dr. Bernard structure the survey as described with the ultimate question up front, split the groups (pro group and con group) as Dr. Bernard described, including only registered voters, which provides the 10% savings and 500 as the number, with a 4/5s approval and the funding and get started with the process of the survey now.

Councilmember Obagi asked if another hearing is needed for this item.

City Manager Witzansky stated they have two options: 1) They could have staff come back with a draft that gives some clarity on how they would ask the questions and would provide the pro and con information and at that time Council could provide some input before they finalize the process, or 2) Council can go with the ad hoc subcommittee and they would finalize the process behind closed doors.

Councilmember Behrendt stated he preferred not to go with an ad hoc subcommittee due to what has been said tonight.

More discussion followed.

Councilmember Obagi seconded the motion made by Councilmember Behrendt; wanted Dr. Bernard to include in the survey information about the toxins being found in legal cannabis.

Councilmember Behrendt stated if the survey does mention revenue, he hoped it would mention that cities are not recovering the full amount of revenue and that the cannabis industry does have struggles.

Councilmember Obagi asked Councilmember Kaluderovic what type of enforcement she is specifically looking for.

Councilmember Kaluderovic responded that she is looking for enforcement in the smoke shops that are currently selling illegal tobacco products and wants the residents to be able to see a change in the community that aren't random but recognizable.

Mayor Light mentioned he receives comments often from the community with residents stating illegal products are constantly being sold and offered.

Councilmember Obagi asked City Attorney Ford whether any of the shops have been prosecuted for their violations.

City Attorney Ford stated they are waiting for the reports from the state and reported her

office has not received any reports to review.

Mayor Light spoke about the need to highlight what is in the ordinance; felt the public doesn't know what is in the ordinance and only a small percentage of residents have been following along with everything the Council has been doing in all the meetings; asked that some education on what is being proposed as a result of all the meetings needs to be done; cautioned the Council that the City is still in a budget deficit, \$3.5 million, and needs to clamp down on expenditures; noted that they are not voting on the budget resolution that evening and unless they get a 4/5s vote tonight he would hate to waste any more staff time on it; stated it would be bad to poll the residents and then ignore them so he felt the Council needed to prepare themselves to act according to what the results of the survey shows.

Mayor Light summarized the substitute motion on the floor as: moderate engagement, registered voters, a sample survey of 500, and to act immediately.

City Manager Witzansky mentioned they would bring back the budget next Tuesday.

Councilmember Behrendt stated one of the questions is do they do an RFA now or do they wait.

Motion carried 4-1. Councilmember Kaluderovic was opposed.

Mayor Light moved back up to item N.1.

## **O. CITY MANAGER ITEMS**

City Manager Witzansky stated that on the 19<sup>th</sup> Community Development Director Marc Wiener will bring back discussion regarding the City's smoke shop ordinance and where they are with the drafting, what they heard from the Planning Commission, and next steps.

More discussion followed asking for information on enforcement, retail cannabis shops, and the drafting of the smoke shop ordinance.

## **P. MAYOR AND COUNCIL ITEMS**

### **P.1. DISCUSSION AND CONSIDERATION OF MAYOR APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS**

Mayor Light provided a list of his recommendations; posted it on the screen and reviewed his choices for each commission.

Councilmember Kaluderovic spoke on the Youth Commission and reported having 24 applicants; stated they did open it up to 7<sup>th</sup> and 8<sup>th</sup> graders, but none applied.

Councilmember Waller spoke in support of including the younger kids and that they will

be able to apply for multiple terms.  
More discussion followed.

Motion by Councilmember Obagi to approve the Mayor's appointments to various Boards and Commissions.

Councilmember Behrendt asked Councilmember Kaluderovic if she supported the choice for Budget and Finance from District 3; she replied affirmatively.

Councilmember Waller mentioned that the last name of Ramcharan is a father and daughter serving concurrently.

Mayor Light invited public comment.

Mark Hansen commented that he strongly supports the appointment of Jamie Wyrick and spoke more about how impressive her background is in the City.

Lee Coller echoed Mark Hansen's support of Jamie Wyrick.

Laura Diaz reported no one online and no eComments.

Councilmember Obagi left the chamber at approximately 8:57 p.m.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent for the vote.

**Q. MAYOR AND COUNCIL REFERRALS TO STAFF - None**

**R. RECESS TO CLOSED SESSION - None**

**R.1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.**

**AGENCY NEGOTIATORS:**

**Mike Witzansky, City Manager**

**Greg Kapovich, Waterfront & Economic Development Director**

**PROPERTY:**

**Quality Seafood: 100 & 130 International Boardwalk, Redondo Beach, CA 90277 (a portion of APN: 7505-002-932)**

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

**California Surf Club: 239 & 245 N. Harbor Drive, Redondo Beach, CA 90277 (portions of APN: 7503-029-903)**

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

**Gold's Gym: 200 N Harbor Dr, Redondo Beach, CA 90277 (a portion of APN:**

**7503-034-024)**

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

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

**Fisherman's Wharf: 200-240 Fisherman's Wharf, Redondo Beach, CA 90277 (a portion of APN: 7505-002-934)**

**Pier Plaza: 103-131 W. Torrance Blvd., Redondo Beach CA 90277 (a portion of APN: 7505-002-908)**

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

**Basin 1: 208 Yacht Club Way, Redondo Beach, CA 90277 (a portion of APN: 7503-003-900)**

**NEGOTIATING PARTIES:**

**Jeff Jones, Quality Seafood, Inc.**

**John Warner, Marine Mammal Care Center Los Angeles**

**Allen Sanford, BeachLife Festival/CA Surf Club**

**James Kwon, HK Pacific, LLC**

**Landry's Restaurants, Inc.**

**Allen Ginsburg, Majestic KHM, LLC**

**Various Prospective Tenants**

**UNDER NEGOTIATION:**

**Lease Status, Price, and Terms**

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

**Name of Case:**

**Slater Waterproofing, Inc. v. City of Redondo Beach; Walker Consultants, Inc dba Walker Restoration Consultants; Sika Corporation; and ROES 1-10, inclusive**

**Case Number: CIVRS2501454 S.**

- S. RECONVENE TO OPEN SESSION**

- T. ADJOURNMENT – 8:57 P.M.**

There being no further business to come before the City Council, motion by Councilmember Waller, seconded by Councilmember Castle, to adjourn the meeting at 8:57 p.m. to an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, August 19, 2025, in the Redondo Beach City Hall Chambers, 415 Diamond Street, Redondo Beach, CA.



Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent for the vote.

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

Respectfully submitted:

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Eleanor Manzano, CMC  
City Clerk



# Administrative Report

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H.4., File # 25-1087

Meeting Date: 9/2/2025

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

## **TITLE**

### PAYROLL DEMANDS

CHECKS 30372-30386 IN THE AMOUNT OF \$18,806.82, PD. 8/29/25

DIRECT DEPOSIT 299794-300434 IN THE AMOUNT OF \$2,375,668.79, PD. 8/29/25

EFT/ACH \$9,315.20, PD. 7/18/25 (PP2515)

EFT/ACH \$470,070.98, PD. 7/28/25 (PP2514)

EFT/ACH \$470,678.05, PD. 8/11/25 (PP2515)

### ACCOUNTS PAYABLE DEMANDS

CHECKS 121180-121396 IN THE AMOUNT OF \$3,923,932.45

EFT CALPERS MEDICAL INSURANCE \$518,309.82

DIRECT DEPOSIT 100009711-100009798 IN THE AMOUNT OF \$99,902.42, PD.8/29/25

REPLACEMENT DEMAND 121179

## **EXECUTIVE SUMMARY**

Approval of Payroll and Accounts Payable

## **ATTACHMENTS**

- 09022025\_RECOMMENDATION\_TO\_APPROVE
- 09022025\_VENDOR\_INVOICE\_LIST

**RECOMMENDATION TO APPROVE  
PAYROLL AND ACCOUNTS PAYABLE  
COUNCIL MEETING SEPTEMBER 2, 2025**

**a. Payroll Demands**

- Checks 30372-30386, \$18,806.82, Pd.8/29/25
- Direct Deposit 299794-300434, \$2,375,668.79, Pd.8/29/25
- EFT/ACH \$9,315.20, Pd. 7/18/25 (PP2515)
- EFT/ACH \$470,070.98, Pd. 7/28/25 (PP2514)
- EFT/ACH \$470,678.05, Pd. 8/11/25 (PP2515)

**b. Accounts Payable Demands**

- Checks 121180-121396, \$3,923,932.45
- EFT CalPERS Medical Insurance \$518,309.82
- Direct Deposit 100009711-100009798, \$99,902.42, Pd. 8/29/25

**Replacement Demands**

<b>121179</b>	<b>Boos Treasures (Replaced ck #120391-Never rec'd)</b>	<b>\$3,757.59</b>
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**I hereby approve and authorize for payment the above demands.**

*Mike Witzansky  
City Manager*

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
4 1736 FAMILY CRISIS CENTER											
06012025		08/19/2025	10326315	09022025	121180	4,794.72	08/19/2025	INV	PD	CDBG 1736 FAMILY CRISIS C	
15013 AAA OIL INC											
P2703992-1	7091	08/15/2025	10326422	09022025	121181	28,612.41	09/14/2025	INV	PD	8,000 GALLONS UNLEADED FU	
45 ACCO ENGINEERED SYSTEMS INC											
20714029	6974	07/18/2025	10326314	09022025	121182	5,590.00	08/17/2025	INV	PD	LEAK REPAIR ON AHU #1 AT	
10623 ADLERHORST INTERNATIONAL LLC											
123615		08/15/2025	10326592	09022025	121183	350.00	08/31/2025	INV	PD	BOARDING K9 WOUTER 08/01/	
5820 ADMINISURE											
18157		08/15/2025	10326475	09022025	121184	12,200.00	08/25/2025	INV	PD	GL & WC SEPTEMBER 2025	
8759 ALAN'S LAWNMOWER & GARDEN CENTER											
97307-A		08/13/2025	10326502	09022025	121185	311.13	09/01/2025	INV	PD	LANDSCAPE PARTS FOR PARKS	
10025 ALSTON, MATTHEW											
051125-051525-2		08/18/2025	10326258	09022025	121186	200.00	08/25/2025	INV	PD	POLICE WEEK AIRFARE - FOU	
134 ALTEC INDUSTRIES, INC.											
13137914		08/13/2025	10326405	09022025	121187	281.28	09/13/2025	INV	PD	UNIT 201 BUCKET HARDWARE	
13145225		08/18/2025	10326421	09022025	121187	85.15	09/18/2025	INV	PD	UNIT 201 CONTROL CABLES	
						366.43					
12924 AMERICAN GUARD SERVICES INC											
INV169528	7060	08/21/2025	10326667	09022025	121188	16,652.40	08/21/2025	INV	PD	American Guard Services -	
176 AMERICAN TEXTILE MAINTENANCE COMPANY											
21278841	7019	08/08/2025	10326270	09022025	121189	292.51	08/21/2025	INV	PD	JAIL LINEN SERVICE	
21280811	7019	08/12/2025	10326271	09022025	121189	264.76	08/21/2025	INV	PD	JAIL LINEN SERVICE	
21282885	7019	08/15/2025	10326273	09022025	121189	267.23	08/21/2025	INV	PD	JAIL LINEN SERVICE	
21284777	7019	08/19/2025	10326309	09022025	121189	279.27	08/21/2025	INV	PD	JAIL LINEN SERVICE	
						1,103.77					
197 ANIMAL CARE EQUIPMENT & SERVICES											
135208		07/03/2025	10326714	09022025	121190	346.83	08/21/2025	INV	PD	ANIMAL CONTROL SUPPLIES S	
11925 ARDURRA GROUP, INC.											
167105	6938	08/14/2025	10326172	09022025	121191	12,773.25	08/21/2025	INV	PD	CONSTRUCTION MANAGEMENT R	
170237	6938	07/24/2025	10326170	09022025	121191	55,257.00	08/21/2025	INV	PD	CONSTRUCTION MANAGEMENT R	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
						68,030.25					
8029 ATHENS SERVICES											
19871838	7078	08/01/2025	10326541	09022025	121192	462,633.40	08/15/2025	INV	PD	TRASH SERVICE - RESIDENTI	
19871838B	6602	08/01/2025	10326337	09022025	121192	48,037.31	08/15/2025	INV	PD	MAY 31 HHW EVENT FY 24/25	
						510,670.71					
15227 BASHAM & SCOTT											
750/1307		08/18/2025	10326604	09022025	121193	22.00	08/25/2025	INV	PD	REFUND FOR DUPLICATE PAYM	
6328 BAYSIDE MEDICAL CENTER											
00186375		08/11/2025	10326686	09022025	121194	185.00	08/19/2025	INV	PD	06/2025 OK TO BOOK CLEARA	
00186424		08/11/2025	10326536	09022025	121194	1,480.00	08/21/2025	INV	PD	07/2025 Inmate Medical C1	
						1,665.00					
11865 BIKE CONCIERGE, LLC											
133031		08/19/2025	10326576	09022025	121195	2,514.94	08/25/2025	INV	PD	BIKE RODEOS AUGUST 12, 13	
384 BILL'S SOUND SYSTEMS, INC.											
46551		08/21/2025	10326665	09022025	121196	635.00	08/21/2025	INV	PD	fire alarm repairs, panel	
12925 BKF ENGINEERS											
25080182	6945	07/24/2025	10326365	09022025	121197	3,026.50	08/21/2025	INV	PD	TS COMMUN. NETWORK SYSTEM	
11059 BLACKSTONE PUBLISHING											
2206289		07/31/2025	10326371	09022025	121198	35.00	08/30/2025	INV	PD	AUDIOVISUAL	
2206752		08/05/2025	10326370	09022025	121198	35.00	09/04/2025	INV	PD	AUDIOVISUAL	
2207594		08/14/2025	10326372	09022025	121198	64.14	09/13/2025	INV	PD	AUDIOVISUAL	
						134.14					
3121 BLUE DIAMOND											
4141227		08/18/2025	10326543	09022025	121199	124.06	09/10/2025	INV	PD	SHEET ASPHALT	
4228815		08/11/2025	10326479	09022025	121199	1,501.20	09/10/2250	INV	PD	SHEET ASPHALT, AC FINE, E	
						1,625.26					
411 BORDEN DECAL COMPANY											
0095920		08/11/2025	10326175	09022025	121200	547.29	08/25/2025	INV	PD	WATERFRONT PARKING PERMIT	
14340 BOWMAN INFRASTRUCTURE ENGINEERS LTD											
505877	7089	07/31/2025	10326342	09022025	121201	4,000.00	08/19/2025	INV	PD	PLAN CHECK AND CONSULTING	
511126	7089	07/31/2025	10326341	09022025	121201	8,875.00	08/19/2025	INV	PD	PLAN CHECK AND CONSULTING	
						12,875.00					
15229 BRANDOFINO, GIANNA											

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
176822		08/21/2025	10326469	09022025	121202	200.00	08/21/2025	INV	PD	REFUND 176822 AV RETURN D	
4763 BRENNTAG PACIFIC INC											
BPI539114	6903	08/07/2025	10326530	09022025	121203	4,249.77	09/06/2025	INV	PD	SEASIDE LAGOON CHEMICALS	
BPI540504	6903	08/13/2025	10326539	09022025	121203	3,952.44	09/12/2025	INV	PD	PURCHASE CHEMICALS FOR SE	
						8,202.21					
12363 BROWN, CHANTILLY											
E2022-1450		08/12/2025	10326184	09022025	121204	295.00	08/21/2025	INV	PD	REFUND ENG DEPOSIT E2022-	
15207 BURCHETT, ALEXIS											
173598		08/13/2025	10326099	09022025	121205	314.15	08/13/2025	INV	PD	REFUND 173598 7REC0105-02	
577 CALIFORNIA WATER SERVICE											
0125637138-080825		08/08/2025	10326430	09022025	121206	1,220.17	08/27/2025	INV	PD	FISHERMANS WHARF 07/09-08	
2211933964-061325		06/13/2025	10326437	09022025	121206	4,300.56	07/02/2025	INV	PD	180 HARBOR DR., RED LAGN	
2211933964-080825		08/08/2025	10326433	09022025	121206	7,666.35	08/27/2025	INV	PD	180 HARBOR DR., RED LAGN	
2754759120-070825		07/08/2025	10326285	09022025	121206	8,121.16	07/28/2025	INV	PD	MANHATTAN BEACH, ARTESIA	
4829034224-080125		08/01/2025	10326288	09022025	121206	212.30	08/20/2025	INV	PD	230 PORTOFINO WAY 07/2025	
9779295077-072825		07/28/2025	10326286	09022025	121206	37,024.01	08/18/2025	INV	PD	TORRANCE BLVD, HARBOR DR,	
						58,544.55					
581 CALPERS											
NAGAHORI ARREAR CNTR		08/08/2025	10326533	09022025	121207	2,732.49	08/25/2025	INV	PD	JOYCE NAGAHORI ARREARS CO	
594 CANON FINANCIAL SERVICES, INC.											
41638328	6849	08/15/2025	10326248	09022025	121208	4,369.99	08/15/2025	INV	PD	Year 2 of 5 Canon Lease M	
15020 CENGAGE LEARNING INC											
999100687177		07/10/2025	10326378	09022025	121209	31.60	08/10/2025	INV	PD	BOOKS	
999100741858		07/28/2025	10326382	09022025	121209	116.84	08/27/2025	INV	PD	BOOKS	
999100753171		07/30/2025	10326381	09022025	121209	163.38	08/29/2025	INV	PD	BOOKS	
999100757771		07/31/2025	10326380	09022025	121209	30.29	08/30/2025	INV	PD	BOOKS	
999100764388		08/01/2025	10326379	09022025	121209	44.44	08/30/2025	INV	PD	BOOKS	
999100783127		08/08/2025	10326374	09022025	121209	130.01	09/07/2025	INV	PD	BOOKS	
999100783128		08/08/2025	10326375	09022025	121209	65.00	09/07/2025	INV	PD	BOOKS	
999100790567		08/11/2025	10326377	09022025	121209	86.40	09/10/2025	INV	PD	BOOKS	
999100790568		08/11/2025	10326376	09022025	121209	127.54	09/10/2025	INV	PD	BOOKS	
999100794571		08/12/2025	10326373	09022025	121209	31.27	09/11/2025	INV	PD	BOOKS	
						826.77					
13000 CHARTER COMMUNICATIONS											
237747601080125		08/01/2025	10326600	09022025	121210	458.58	08/25/2025	INV	PD	MONTHLY FEES ACCT NO 2377	
15036 CHAVES, MARIANA											
154012		06/03/2025	10322628	09022025	121211	200.00	06/03/2025	INV	PD	REFUND 154012 AV RETURN D	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
705 CITY OF REDONDO BEACH											
08/20/2025		07/31/2025	10326499	09022025	121212	188,481.11	08/25/2025	INV	PD	WC 07/01/2025 - 07/31/202	
709 CITY OF TORRANCE											
00020000054109-81125		08/11/2025	10326434	09022025	121213	91.45	09/11/2025	INV	PD	1521 KINGSDALE AVE SHELTE	
11907 COBRA-ADVANTAGE ADMINISTRATORS											
186915		07/31/2025	10326473	09022025	121214	465.80	08/25/2025	INV	PD	BENEFITS - PARICIPANT FEE	
15242 CORDEIRO, LETICIA											
156720		08/25/2025	10326719	09022025	121215	429.00	08/25/2025	INV	PD	REFUND 156720 1SUM0306-02	
15216 CORE & MAIN LP											
x417481		07/25/2025	10326462	09022025	121216	326.78	08/24/2025	INV	PD	IRRIGATION PARTS FOR PARK	
3648 COUNTY OF L.A. DEPT. OF PUBLIC WORKS											
25081200110		08/12/2025	10326715	09022025	121217	874.81	09/12/2025	INV	PD	LABOR & EQUIPMENT 6/25	
25081200702		08/12/2025	10326716	09022025	121217	4,348.88	09/12/2025	INV	PD	SHARE OF TRAFFIC SIGNAL M	
						5,223.69					
8372 CULLIGAN OF SANTA ANA											
2005548		08/08/2025	10326595	09022025	121218	150.00	08/31/2025	INV	PD	WATER DISPENSER INSTALL I	
893 CUMMINS CAL PACIFIC, INC.											
07-250522051		06/16/2025	10326225	09022025	121219	-636.45	07/16/2025	CRM	PD	CREDIT FOR INV X4-2504566	
x4-250456665		04/02/2025	10326224	09022025	121219	636.45	05/02/2025	INV	PD	UNIT 114-18 VALVE COVER	
x4-250864074		08/06/2025	10326392	09022025	121219	231.83	09/06/2025	INV	PD	UNIT 114-17 COOLANT TUBES	
						231.83					
8043 D & R OFFICE WORKS INC											
136769		08/07/2025	10326269	09022025	121220	1,435.32	08/21/2025	INV	PD	Office chairs	
927 DATA TICKET, INC.											
182486		08/18/2025	10326680	09022025	121221	275.00	08/21/2025	INV	PD	07/2025 ADMIN CITES	
6047 DEPARTMENT OF INDUSTRIAL RELATIONS											
E 2196709 SN		08/08/2025	10326537	09022025	121222	225.00	10/07/2025	INV	PD	200 PCH CONVEYANCE # 0614	
E 2196710 SN		08/07/2025	10326353	09022025	121222	225.00	10/06/2025	INV	PD	INSPECTION 303 N PCH 7/29	
E 2196712 SN		08/07/2025	10326354	09022025	121222	225.00	10/06/2025	INV	PD	INSPECTION 303 N PCH 7/29	
E 2196713 SN		08/08/2025	10326532	09022025	121222	225.00	10/07/2025	INV	PD	MAIN LIBRARY CONVEYANCE #	
E 2196714 SN		08/08/2025	10326535	09022025	121222	225.00	10/07/2025	INV	PD	MAIN LIBRARY CONVEYANCE #	

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12283 DEVIL MOUNTAIN WHOLESale NURSERY						1,125.00				
INV527783	6918	06/05/2025	10326333	09022025	121223	4,245.61	07/05/2025	INV	PD	PLANT MATERIAL FOR PROSPE
INV527821	6918	06/05/2025	10326334	09022025	121223	18,764.14	07/05/2025	INV	PD	PLANT MATERIAL FOR PROSPE
INV571254		08/19/2025	10326587	09022025	121223	347.91	09/19/2025	INV	PD	PLANTS FOR LILIENTHAL PAR
INV571300		08/19/2025	10326588	09022025	121223	438.45	09/19/2025	INV	PD	PLANTS FOR LILIENTHAL PAR
						23,796.11				
11884 DIAMOND ENVIRONMENTAL SERVICES LP										
0006406057		08/18/2025	10326518	09022025	121224	330.35	09/17/2025	INV	PD	SANI UNI PORTOFINO WAY 8/
6174 DIAZ, CARRIE										
08142025		08/19/2025	10326274	09022025	121225	60.90	08/19/2025	INV	PD	CARRIE DIAZ MILEAGE JULY
10499 DISABILITY ACCESS CONSULTANTS, LLC										
25-066		03/31/2025	10326622	09022025	121226	765.00	08/25/2025	INV	PD	3/25 S. Counter Expense
25-243	6702	07/24/2025	10326169	09022025	121226	2,350.00	08/21/2025	INV	PD	COMPLIANCE WITH AMERICANS
						3,115.00				
1012 DOOLEY ENTERPRISES, INC.										
70569	7063	08/20/2025	10326690	09022025	121227	52,761.94	09/08/2025	INV	PD	ANNUAL DUTY AMMUNITION PU
14764 DUNBAR ARCHITECTURE										
0599	6703	07/24/2025	10326043	09022025	121228	2,236.25	08/21/2025	INV	PD	DESIGN SERVICES FOR RB HI
1055 EASY READER										
ER25081421		08/14/2025	10326615	09022025	121229	385.00	09/14/2025	INV	PD	EASY READER AD USE OIL RE
14461 ECOKAI ENVIRONMENTAL INC										
CRB01-25-02	6461	07/24/2025	10326330	09022025	121230	4,605.72	08/21/2025	INV	PD	CONSULTING SERVICES SEASI
1062 ECONOLITE CONTROL PRODUCTS INC										
INV231039		04/16/2025	10326723	09022025	121231	4,745.28	05/16/2025	INV	PD	CONTROL TRAFFIC SIGNAL CO
INV231040		04/16/2025	10326721	09022025	121231	4,745.28	05/16/2025	INV	PD	COBALT TRAFFIC SIGNAL CON
INV232449		06/18/2025	10326724	09022025	121231	524.00	07/18/2025	INV	PD	REPAIR ON TRAFFIC SIGNAL
						10,014.56				
1099 EMPLOYMENT DEVELOPMENT DEPT										
L0538989520		07/30/2025	10326838	09022025	121232	7,125.00	08/25/2025	INV	PD	UNEMPLOYMENT 04/01/2025 -
14613 ENRIQUEZ, JULIA										
178131		08/21/2025	10326470	09022025	121233	200.00	08/21/2025	INV	PD	REFUND 178131 WP RETURN D



# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
10248 EPAX SYSTEMS, INC.										
38966		08/01/2025	10326477	09022025	121234	1,001.93	08/31/2025	INV	PD	MONTHLY PIER COMPACTOR 8/
15223 ESTRELLA, ADRIANNE										
176628		08/14/2025	10326152	09022025	121235	400.00	08/14/2025	INV	PD	REFUND 176628 ANDERSONPAR
9987 EXCELSIOR ELEVATOR										
36948	6361	06/04/2025	10326657	09022025	121236	1,095.00	07/04/2025	INV	PD	MONTHLY ELEVATOR MAINTENA
37136	6361	07/07/2025	10326674	09022025	121236	299.54	08/07/2025	INV	PD	PIER ELEVATOR #1 MAINT. 6
37137	6361	07/03/2025	10326630	09022025	121236	1,095.00	07/31/2025	INV	PD	07/25 ELEVATOR MAINTENANC
37143	6361	07/08/2025	10326673	09022025	121236	450.00	08/08/2025	INV	PD	PIER #3 ELEVATOR MAINT. 6
						2,939.54				
8822 EXSEL, INC.										
14648		08/12/2025	10326086	09022025	121237	2,332.35	08/12/2025	INV	PD	CUSTOM CITY CERTIFICATES
14661		08/19/2025	10326385	09022025	121238	3,797.35	08/19/2025	INV	PD	2ND VERSION CITY CAPS
						6,129.70				
15210 FARZAN, YUSRA										
174769		08/13/2025	10326102	09022025	121239	200.00	08/13/2025	INV	PD	REFUND 174769 AV RETURN D
1176 FEDERAL EXPRESS CORPORATION										
8-935-34624		07/25/2025	10326603	09022025	121240	19.47	09/08/2025	INV	PD	OVERNIGHT SERVICES 07/17/
8-956-10020		08/15/2025	10326825	09022025	121240	13.64	08/19/2025	INV	PD	POSTAGE
8-956-28532		08/15/2025	10326602	09022025	121240	36.06	09/29/2025	INV	PD	OVERNIGHT SERVICES 08/07/
						69.17				
10479 FLYING LION, INC.										
2499	6524	08/11/2025	10326597	09022025	121241	1,304.99	09/10/2025	INV	PD	08/2025 DRONE RENTAL AND
11857 FM PROPERTIES INC.										
409SGUADALUPE-REFUND		08/21/2025	10326538	09022025	121242	3,000.00	08/21/2025	INV	PD	DEMO DEPOSIT REFUND FOR 4
10825 FRANCO AUTO UPHOLSTERY										
17520		08/06/2025	10326393	09022025	121243	150.00	09/06/2025	INV	PD	UNIT 101-09 REPAIR BUCKET
17521		08/06/2025	10326394	09022025	121243	200.00	09/06/2025	INV	PD	UNIT 400-16 REPAIR BUCKET
17534		08/15/2025	10326414	09022025	121243	150.00	09/15/2025	INV	PD	UNIT 207 REPAIR BUCKET SE
17535		08/15/2025	10326415	09022025	121243	125.00	09/15/2025	INV	PD	UNIT 349-09 REPAIR BUCKET
						625.00				
1269 FUENTES, KIM										
44-FY25	6608	06/30/2025	10326669	09022025	121244	1,800.00	06/30/2025	INV	PD	Kim Fuentes files Rule 22
44-FY26	6608	08/21/2025	10326668	09022025	121244	6,300.00	08/21/2025	INV	PD	Kim Fuentes files Rule 22

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
						8,100.00					
1289 GALLS INCORPORATED											
032277854		08/19/2025	10326505	09022025	121245	485.94	08/25/2025	INV	PD	FF/PM UNIFORMS - WADDELL	
1300 GAS COMPANY, THE											
06964443334-080425		08/04/2025	10326293	09022025	121246	5,049.04	08/22/2025	INV	PD	301 ESPLANADE, 3007 VAIL	
SoCalGas7.10-8.11.25		08/21/2025	10326658	09022025	121246	16.64	08/21/2025	INV	PD	SoCalGas 7.10-8.11.25	
						5,065.68					
15219 GERARDO B. SOMERS, INC											
E2023-1746		08/12/2025	10326054	09022025	121247	295.00	08/21/2025	INV	PD	REFUND DEPOSIT FEE E2023-	
E2023-1918		08/12/2025	10326056	09022025	121247	513.00	08/21/2025	INV	PD	REFUND DEPOSIT FEE E2023-	
E2024-077		08/12/2025	10326057	09022025	121247	1,347.00	08/21/2025	INV	PD	REFUND DEPOSIT FEE E2024-	
E2024-101		08/12/2025	10326072	09022025	121247	1,194.00	08/21/2025	INV	PD	REFUND DEPOSIT FEE E2024-	
						3,349.00					
11953 GMV SYNCROMATICS											
GMVSYN-25/500397	7087	08/21/2025	10326664	09022025	121248	20,582.00	08/21/2025	INV	PD	GMV Syncromatics annual f	
6345 GOLD COAST TOURS, INC.											
434172		08/14/2025	10326158	09022025	121249	1,452.00	08/14/2025	INV	PD	434172 SENIOR BUS EXC TOU	
3706 GOLDEN STATE WATER											
48470300004-080825		08/08/2025	10326291	09022025	121250	617.33	08/29/2025	INV	PD	INGLEWOOD PKW SE/LAWNDALE	
54719000009-080525		08/05/2025	10326289	09022025	121250	269.95	08/26/2025	INV	PD	REDONDO BB AND ARTESIA 7/	
77298524149-080825		08/08/2025	10326292	09022025	121250	489.75	08/29/2025	INV	PD	16214 INGLEWOOD AVE IRR/L	
						1,377.03					
1382 GREAT AMERICAN PACKAGING											
326226		03/03/2025	10326688	09022025	121251	2,545.88	08/25/2025	INV	PD	Dead Animal Bags	
15231 GREGORIO, BARBARA											
176825		08/21/2025	10326467	09022025	121252	400.00	08/21/2025	INV	PD	REFUND 176825 AV RETURN D	
15234 HANINK, TINA											
171713		08/21/2025	10326461	09022025	121253	400.00	08/21/2025	INV	PD	REFUND 171713 AV RETURN D	
1428 HARBOR & PIER ASSN											
3835		08/01/2025	10326425	09022025	121254	1,780.43	08/25/2025	INV	PD	JULY 2025 DUES	
14910 HENRY, ROXANNE											
07140715		08/21/2025	10326459	09022025	121255	51.10	08/21/2025	INV	PD	MILEAGE FOR CLI JULY	
08110812		08/21/2025	10326458	09022025	121255	94.64	08/21/2025	INV	PD	MILEAGE FOR CLI TRAINING	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						145.74				
										7831 HIRSCH & ASSOCIATES INC
2524	6280	07/31/2025	10326349	09022025	121256	3,950.00	08/30/2025	INV	PD	CATALINA AVE MEDIAN LANDS
										1500 HOFFMAN, JOSEPH
051125-051525-3		08/18/2025	10326259	09022025	121257	563.64	08/25/2025	INV	PD	POLICE WEEK AIRFARE - FOU
										1518 HOUSING RIGHTS CENTER
042025		08/07/2025	10325920	09022025	121258	1,666.45	08/07/2025	INV	PD	HOUSING RIGHTS CTR CDBG A
										15206 IKAHIHIFO, BARBARA
173579		08/13/2025	10326100	09022025	121259	400.00	08/13/2025	INV	PD	REFUND 173579 SSL RETURN
										15221 IMPACT ABSORBENTS INC
CS00193		06/13/2025	10326336	09022025	121260	1,245.83	07/13/2025	INV	PD	OIL SPILL KITS FOR PW YAR
										12138 INSIGHT PUBLIC SECTOR SLED
1101300943	7039	08/19/2025	10326282	09022025	121261	344,522.39	08/19/2025	INV	PD	MICROSOFT EA AGREEMENT YE
										1619 INTERSTATE BATTERIES OF CALIF COAST, INC
130114773		08/12/2025	10326236	09022025	121262	922.44	09/11/2025	INV	PD	STOCK BATTERIES
130114856		08/19/2025	10326418	09022025	121262	472.81	09/19/2025	INV	PD	STOCK BATTERIES
						1,395.25				
										13045 JEHANIAN, ARMENA
1526		08/13/2025	10326098	09022025	121263	9,408.00	08/13/2025	INV	PD	1526 SUM2025COOKING CAMP
										11296 JOE MAR POLYGRAPH & INVESTIGATION
25-041-RBPD		08/16/2025	10326456	09022025	121264	250.00	08/21/2025	INV	PD	POLYGRAPH N FLORES ADMIN
25-042-RBPD		08/18/2025	10326457	09022025	121264	250.00	08/21/2025	INV	PD	POLYGRAPH R SKROB RECRUIT
						500.00				
										11868 JOHNSON CONTROLS FIRE PROTECTION LP
53260555		08/25/2025	10326815	09022025	121265	2,398.20	08/25/2025	INV	PD	PURCHASE OF 10 SMOKE SENS
										15198 JUDICIAL COUNCIL OF CALIFORNIA
073025		07/30/2025	10326087	09022025	121266	10,538.48	08/25/2025	INV	PD	7/25 Judicial Council of
										13968 KANOPY, INC.
KDEP-24617		08/07/2025	10326366	09022025	121267	7,000.00	09/06/2025	INV	PD	DOWNLOADABLE MATERIAL
										15200 KASA CONSTRUCTION INC

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
1	7066	07/24/2025	10326171	09022025	121268	507,920.77	08/21/2025	INV	PD	NRB BIKEPATH EXTENSION FE	
1742 KEYSER MARSTON ASSOCIATES INC											
00039715	5219	08/26/2025	10326851	09022025	121269	1,160.00	08/26/2025	INV	PD	AFFORDABLE HOUSING CONSUL	
1749 KING HARBOR MARINE CENTER											
154955-C		05/06/2025	10326214	09022025	121270	480.00	08/25/2025	INV	PD	SEAWAY UPFIT RECHROME DEC	
2811264		05/05/2025	10326215	09022025	121270	516.16	08/25/2025	INV	PD	SEAWAY RAYMAINE SEATALK,	
39454	6978	05/01/2025	10326325	09022025	121270	6,700.00	08/25/2025	INV	PD	LABOR FOR ELECTRONICS INS	
39614		07/03/2025	10326409	09022025	121270	2,628.63	08/03/2025	INV	PD	BOAT 808 SEA WAY MAINTENA	
39627		07/07/2025	10326212	09022025	121270	1,709.53	08/25/2025	INV	PD	SEAWAY UPFIT REMOVE TRIM/	
39629		07/09/2025	10326406	09022025	121270	842.27	08/09/2025	INV	PD	BOAT 801 CRYSTALINER MAIN	
39633		07/08/2025	10326211	09022025	121270	1,126.60	08/25/2025	INV	PD	SEAWAY UPFIT REPLACE HATC	
39642		07/15/2025	10326407	09022025	121270	190.00	08/15/2025	INV	PD	BOAT 808 SEA WAY MAINTENA	
39685		08/01/2025	10326408	09022025	121270	690.67	09/01/2025	INV	PD	BOAT 808 SEA WAY MAINTENA	
						14,883.86					
5855 KOSMONT COMPANIES											
2208.12-025	6586	07/31/2025	10326095	09022025	121271	9,237.80	08/25/2025	INV	PD	KOSMONT REAL ESTATE SERVI	
8444 KRONOS INCORPORATED											
I10010018540	7080	08/02/2025	10326598	09022025	121272	28,800.00	09/01/2025	INV	PD	TELESTAFF SOFTWARE POLICE	
14934 LAU, MELINDA											
2025-129-BF		07/17/2025	10326482	09022025	121273	255.00	08/25/2025	INV	PD	MEETING MINUTES FOR BUDGE	
2025-137-CC		08/13/2025	10326553	09022025	121273	765.00	08/25/2025	INV	PD	MEETING MINUTES FOR CITY	
2025-138-CC		08/18/2025	10326556	09022025	121273	765.00	08/25/2025	INV	PD	MEETING MINUTES FOR CC -	
2025-139-Transcript		08/19/2025	10326567	09022025	121273	340.00	08/25/2025	INV	PD	TRANSCRIPT REVIEW	
						2,125.00					
15059 LCR EARTHWORK & ENGINEERING CORP											
PP02	6935	07/24/2025	10326227	09022025	121274	273,179.15	08/21/2025	INV	PD	RESI STREET REHAB,CYCLE 2	
1859 LEARNED LUMBER (CORP)											
B879959		08/06/2025	10326551	09022025	121275	34.08	09/10/2025	INV	PD	LUMBER FOR STREETS DIVISI	
14161 LEE, GINA											
174764		08/13/2025	10326105	09022025	121276	100.00	08/13/2025	INV	PD	REFUND 174764 2TEN1119-08	
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.											
348444		04/13/2025	10326687	09022025	121277	325.00	08/25/2025	INV	PD	2025 Mgmt & Confidential	
348445		04/13/2025	10326689	09022025	121277	325.00	08/25/2025	INV	PD	2024 McCune Complaint Leg	
348446		04/13/2025	10326694	09022025	121277	862.50	08/25/2025	INV	PD	3/25 St. Clair Legal Fees	
351228		05/15/2025	10326695	09022025	121277	480.00	08/25/2025	INV	PD	4/25 St. Clair Legal Fees	
358989		08/19/2025	10326663	09022025	121277	900.00	08/25/2025	INV	PD	7/25 General Legal Fees	

# CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
358991		08/19/2025	10326662	09022025	121277	65.00	08/25/2025	INV	PD	7/25 B. Ridenour (CN21) L
1884 LIEBERT CASSIDY WHITMORE						2,957.50				
301784		07/31/2025	10326488	09022025	121279	617.50	08/25/2025	INV	PD	CALPERS AUDIT JULY 2025
301785		07/31/2025	10326478	09022025	121278	95.00	08/25/2025	INV	PD	POA NEGOTIATIONS 2022
1887 LIFE ASSIST, INC.						712.50				
1627132		08/11/2025	10326201	09022025	121280	3,233.38	08/25/2025	INV	PD	MEDICAL/PM AID SUPPLIES
14511 LOFTY GOALS										
015	6540	08/18/2025	10326581	09022025	121281	1,000.00	08/25/2025	INV	PD	08/2025 WELLNESS PROGRAM
1938 LOS ANGELES COUNTY ASSESSOR										
26ASRE009		08/18/2025	10326580	09022025	121282	60.00	08/25/2025	INV	PD	10 maps @ \$6.00 each
1951 LOS ANGELES COUNTY SHERIFF'S DEPT										
253556HN		07/03/2025	10326480	09022025	121283	703.04	08/25/2025	INV	PD	6/25 Homeless Court Servi
260163HN		08/17/2025	10326487	09022025	121283	769.74	08/25/2025	INV	PD	7/25 Homeless Court Servi
14518 LOVEJOY FOUNDATION INC						1,472.78				
LRB071725	6532	07/17/2025	10326675	09022025	121284	1,250.00	08/21/2025	INV	PD	08/2025 ANIMAL SHELTERING
10274 MACKAY METERS, INC.										
1069970	7021	07/17/2025	10326676	09022025	121285	1,418.98	08/21/2025	INV	PD	PARTS PARKING METERS
1070123	7021	07/31/2025	10326679	09022025	121285	5,334.00	08/21/2025	INV	PD	07/2025 METER CONNECTIVIT
14626 MANGO LANGUAGES						6,752.98				
INV017025/INV017025		08/18/2025	10326360	09022025	121286	4,680.00	09/17/2025	INV	PD	ELECTRONIC RESOURCES
7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP										
833229		05/09/2025	10326251	09022025	121287	4,351.40	08/25/2025	INV	PD	4/25 D. Garces Legal Fees
839999		08/08/2025	10326659	09022025	121287	82.50	08/25/2025	INV	PD	7/25 D. Garces Legal Fees
840003		08/08/2025	10326660	09022025	121287	82.50	08/25/2025	INV	PD	7/25 M. Rhoads Legal Fees
840028		08/08/2025	10326661	09022025	121287	357.50	08/25/2025	INV	PD	7/25 D. Padilla Legal Fee
15203 MARTIN, KRISTEN						4,873.90				
073125		08/06/2025	10325742	09022025	121288	97.37	08/06/2025	INV	PD	KRISTEN MARTIN MILEAGE JU
2084 MCCUNE & HARBER, LLP.										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
127208		01/31/2025	10326643	09022025	121289	4,620.04	08/25/2025	INV	PD	1/25 General Legal Fees
129278		06/30/2025	10326093	09022025	121289	4,635.50	08/25/2025	INV	PD	6/25 J. Koyanagi Legal Fe
129801		07/31/2025	10326651	09022025	121289	6,557.54	08/25/2025	INV	PD	7/25 K. Alexander Legal F
129802		07/31/2025	10326652	09022025	121289	2,452.50	08/25/2025	INV	PD	7/25 J. Koyanagi Legal Fe
129803		07/31/2025	10326653	09022025	121289	2,107.00	08/25/2025	INV	PD	7/25 S. Counter Legal Fee
129804		07/31/2025	10326654	09022025	121289	7,204.26	08/25/2025	INV	PD	7/25 S. Dettelbach Legal
129806		07/31/2025	10326655	09022025	121289	1,420.50	08/25/2025	INV	PD	7/25 K. Brimer Legal Fees
129807		07/31/2025	10326656	09022025	121289	453.56	08/25/2025	INV	PD	7/25 G. Mesch Legal Fees
15232 MEIXNER, ALANA						29,450.90				
177079		08/21/2025	10326465	09022025	121290	180.00	08/21/2025	INV	PD	REFUND 177079 2YPG1107-01
2117 MERRIMAC ENERGY GROUP										
2241355	7083	08/14/2025	10326416	09022025	121291	15,641.34	08/24/2025	INV	PD	4,000 GALLONS DIESEL FUEL
14908 MES SERVICE COMPANY LLC										
IN2309326		07/29/2025	10326495	09022025	121292	704.83	08/25/2025	INV	PD	UNIFORM BOOTS
7177 MICHEL & ASSOCIATES, P.C.										
13808TS/8613QB		06/20/2025	10326624	09022025	121293	13,101.72	08/25/2025	INV	PD	5/25 D. Mendoza Conner Le
13840TS		07/29/2025	10326091	09022025	121293	590.00	08/25/2025	INV	PD	6/25 BBK Landfill (PRP) L
13841TS		07/29/2025	10326625	09022025	121293	206.50	08/25/2025	INV	PD	6/25 Law Offices of Chris
13842TS/8662QB		07/29/2025	10326626	09022025	121293	476.70	08/25/2025	INV	PD	6/25 D. Barker Legal Fees
13843TS		07/29/2025	10326627	09022025	121293	1,139.50	08/25/2025	INV	PD	6/25 S. Belavsky Legal Fe
13844TS		07/29/2025	10326628	09022025	121293	223.00	08/25/2025	INV	PD	6/25 C. Blakeley Legal Fe
13845TS		07/29/2025	10326629	09022025	121293	1,372.50	08/25/2025	INV	PD	6/25 G. Cooke Legal Fees
13846TS		07/29/2025	10326631	09022025	121293	310.50	08/25/2025	INV	PD	6/25 W. Corteza Legal Fee
13847TS		07/29/2025	10326632	09022025	121293	207.00	08/25/2025	INV	PD	6/25 J. Gornbein Legal Fe
13848TS		07/29/2025	10326633	09022025	121293	103.50	08/25/2025	INV	PD	6/25 D. Laughton Legal Fe
13849TS		07/29/2025	10326634	09022025	121293	2,920.50	08/25/2025	INV	PD	6/25 P. Mack Legal Fees
13850TS/8663QB		07/29/2025	10326638	09022025	121293	13,039.64	08/25/2025	INV	PD	6/25 D. Mendoza Conner Le
13851TS		07/29/2025	10326639	09022025	121293	339.50	08/25/2025	INV	PD	6/25 R. Rivas Legal Fees
13852TS/8670QB		07/29/2025	10326641	09022025	121293	1,088.37	08/25/2025	INV	PD	6/25 M. St. Laurent Legal
13853TS		07/29/2025	10326642	09022025	121293	653.50	08/25/2025	INV	PD	6/25 M. Venegas Legal Fee
13933TS		08/04/2025	10326088	09022025	121293	708.00	08/25/2025	INV	PD	6/25 General Counsel
2144 MIDWEST TAPE						36,480.43				
507600584		08/15/2025	10326363	09022025	121294	20,000.00	09/14/2025	INV	PD	DOWNLOADABLE MATERIAL
15218 MIKE RAAHAUGES SHOOTING ENTERPRISE										
2126		08/06/2025	10326599	09022025	121295	325.00	09/06/2025	INV	PD	RANGE RENTAL SWAT 07/15/2
12334 MINTZ, LEVIN, COHN, FERRIS, GLOVSKY,										
9424756		04/09/2025	10326621	09022025	121296	2,127.64	08/25/2025	INV	PD	3/25 9300 Wilshire Bankru
13349 MINUTEMAN PRESS REDONDO BEACH										

# CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
34427	6217	08/12/2025	10326021	09022025	121297	641.21	08/12/2025	INV	PD	Minuteman Press Printing	
34454		08/12/2025	10326090	09022025	121297	571.95	08/21/2025	INV	PD	400 POSTCARDS PW SPEED BU	
						1,213.16					
6080 MOFFATT & NICHOL											
00800964	6622	06/16/2025	10326894	09022025	121298	7,673.13	08/25/2025	INV	PD	Moffatt & Nichol Public B	
12750 MONTEILH, AUSTIN											
MONTEILH062025		08/18/2025	10326684	09022025	121299	207.00	08/18/2025	INV	PD	06/2025 PER DIEM USE OF F	
14196 NAPA AUTO PARTS											
055188		06/30/2025	10324570	09022025	121300	195.79	07/30/2025	INV	PD	UNIT 688-18 BRAKE ROTORS	
058347		08/07/2025	10326237	09022025	121300	278.53	09/06/2025	INV	PD	UNIT 400 INNER & OUTER TI	
058406		08/07/2025	10326238	09022025	121300	94.42	09/06/2025	INV	PD	UNIT 400-16 LOWER CONTROL	
058582		08/09/2025	10326239	09022025	121300	6.14	09/08/2025	INV	PD	UNIT 400-16 WHEEL LOG NUT	
058698		08/11/2025	10326240	09022025	121300	426.40	09/11/2025	INV	PD	UNIT 059-07 BRAKE PARTS	
058721		08/11/2025	10326387	09022025	121300	776.83	09/11/2025	INV	PD	UNIT 675-17 RADIATOR, BAL	
058760		08/12/2025	10326386	09022025	121300	212.15	09/12/2025	INV	PD	UNIT 608-21 BRAKE ROTORS,	
058807		08/12/2025	10326388	09022025	121300	81.95	09/12/2025	INV	PD	UNIT 002-07 BRAKE PADS	
058810		08/12/2025	10326390	09022025	121300	92.40	09/12/2025	INV	PD	UNIT 608-21 BRAKE ROTOR	
058997		08/14/2025	10326391	09022025	121300	241.34	09/14/2025	INV	PD	UNIT 207 SHOCKS	
						2,405.95					
8775 NATIONAL AUTO FLEET GROUP											
11922-911V	6454	07/21/2025	10326400	09022025	121301	188,116.99	08/20/2025	INV	PD	PURCHASE ONE 2024 RAM TRU	
11923-911V	6117	07/21/2025	10326648	09022025	121301	215,389.68	08/21/2025	INV	PD	FIRE DEPT - VEHICLE UPFIT	
						403,506.67					
2281 NEWS BANK INC.											
RTRN60091		05/06/2025	10326364	09022025	121302	2,154.00	09/01/2025	INV	PD	DIGITAL MATERIAL	
13355 NFQ BUILDERS INC											
2504185THSTREFUND		08/21/2025	10326617	09022025	121303	3,000.00	08/21/2025	INV	PD	DEMO REPAIR REFUND FOR 25	
E2024-2326		08/12/2025	10326241	09022025	121303	1,041.00	08/21/2025	INV	PD	REFUND ENG DEPOSIT E2024-	
						4,041.00					
4796 OCCU-MED,LTD.											
0825900		07/31/2025	10326486	09022025	121306	289.22	08/25/2025	INV	PD	PHYSICALS 1 PT EMPLOYEE J	
0825900.1		07/31/2025	10326481	09022025	121304	368.54	08/25/2025	INV	PD	PHYSICALS 1 PT EE JULY 20	
0825900.3		07/31/2025	10326483	09022025	121305	1,251.18	08/25/2025	INV	PD	PHYSICALS 1 PT EE AND 3 F	
						1,908.94					
10031 OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,											
87695521		08/04/2025	10326491	09022025	121307	145.00	08/25/2025	INV	PD	DOT PHYSICALS 08/04/2025	
10733 OCEAN BLUE ENVIRONMENTAL SERVICES, INC.											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
41764		08/13/2025	10326591	09022025	121308	744.37	08/25/2025	INV	PD	BIOHAZARD CLEANUP 07/22/2	
2320 OCLC, INC.											
1000438848		08/15/2025	10326369	09022025	121309	2,091.21	09/14/2025	INV	PD	WORLDSHARE/ILL SERVICES	
13029 ODP BUSINESS SOLUTIONS, LLC											
388675888001		09/25/2024	10326578	09022025	121310	-31.85	08/25/2025	CRM	PD	CREDIT MEMO FILE TRAY	
426350283001		07/18/2025	10326344	09022025	121310	42.46	08/19/2025	INV	PD	OFFICE SUPPLIES	
426369527001		07/21/2025	10326357	09022025	121310	170.56	08/19/2025	INV	PD	OFFICE SUPPLIES	
426369549001		07/18/2025	10326358	09022025	121310	14.11	08/19/2025	INV	PD	OFFICE SUPPLIES	
428821299001		07/17/2025	10326484	09022025	121310	829.51	08/22/2025	INV	PD	PACKING TAPE ADMIN & COPY	
431058180001		08/07/2025	10326509	09022025	121310	75.35	08/21/2025	INV	PD	RECINOS - TONER	
431071359001		08/07/2025	10326512	09022025	121310	384.32	08/21/2025	INV	PD	RECINOS - JDIC Toner	
431835264001		08/15/2025	10326250	09022025	121310	298.18	08/15/2025	INV	PD	PAPER OFFICE SUPPLIES	
431851675001		07/24/2025	10326041	09022025	121310	428.67	08/21/2025	INV	PD	OFFICE AND COFFEE SUPPLIE	
431852092001		07/24/2025	10326027	09022025	121310	57.93	08/21/2025	INV	PD	OFFICE AND COFFEE SUPPLIE	
431852093001		07/24/2025	10326029	09022025	121310	26.99	08/21/2025	INV	PD	OFFICE AND COFFEE SUPPLIE	
431852094001		07/24/2025	10326031	09022025	121310	101.84	08/21/2025	INV	PD	COFFEE AND OFFICE SUPPLIE	
431852108001		07/24/2025	10326036	09022025	121310	31.99	08/21/2025	INV	PD	COFFEE AND OFFICE SUPPLIE	
432142363001		08/13/2025	10326726	09022025	121310	42.26	08/19/2025	INV	PD	POST IT NOTES, INKED STAM	
432363899001		07/23/2025	10326199	09022025	121310	332.18	08/25/2025	INV	PD	FIRE ADMIN OFFICE SUPPLIE	
433437838001		07/25/2025	10326038	09022025	121310	29.06	08/21/2025	INV	PD	OFFICE AND COFFEE SUPPLIE	
433438039001		07/24/2025	10326042	09022025	121310	20.95	08/21/2025	INV	PD	OFFICE AND COFFEE SUPPLIE	
433438040001		07/29/2025	10326039	09022025	121310	14.50	08/21/2025	INV	PD	COFFEE AND OFFICE SUPPLIE	
433511957001		08/01/2025	10326490	09022025	121310	24.47	08/25/2025	INV	PD	OFFICE SUPPLIES 08/01/202	
434333919001		08/12/2025	10326564	09022025	121310	367.50	08/21/2025	INV	PD	OFFICE AND COFFEE SUPPLIE	
434337053001		08/12/2025	10326563	09022025	121310	31.99	08/21/2025	INV	PD	OFFICE AND COFFEE SUPPLIE	
434337055001		08/12/2025	10326562	09022025	121310	41.26	08/21/2025	INV	PD	OFFICE AND COFFEE SUPPLIE	
434681674001		08/08/2025	10326566	09022025	121310	-30.42	08/25/2025	CRM	PD	CREDIT MEMO HANGING FOLDE	
435404928001		08/13/2025	10326565	09022025	121310	57.70	08/25/2025	INV	PD	OFFICE SUPPLIES 08/13/202	
						3,361.51					
10183 ON THE WING FALCONRY											
781099	7033	08/20/2025	10326426	09022025	121311	14,214.00	08/25/2025	INV	PD	PEST BIRD ABATEMENT SERVI	
14675 OOMA INC											
149280		08/12/2025	10326035	09022025	121312	65.85	08/12/2025	INV	PD	R2320026501	
6476 OVERDRIVE, INC.											
H-0114675		07/01/2025	10326361	09022025	121313	13,000.00	09/17/2025	INV	PD	DOWNLOADABLE MATERIAL	
6124 PACKAGE PRODUCTS & SERVICES, INC.											
3534	7069	07/01/2025	10326347	09022025	121314	10,906.76	08/01/2025	INV	PD	OPRA WORK ORDER SOFTWARE	
2408 PV VILLAGE PET HOSPITAL											
721214181		07/17/2025	10326678	09022025	121315	10.00	08/21/2025	INV	PD	INJURED CROW 07/17/2025	



# CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12012 PAPE MATERIAL HANDLING, INC.										
9358212		07/29/2025	10326234	09022025	121316	1,015.39	08/08/2025	INV	PD	UNIT 863-09 BRAKE ASSEMBL
12759 PARKMOBILE LLC										
US032-2025-000969		07/31/2025	10326677	09022025	121317	3,615.25	08/21/2025	INV	PD	07/2025 METER TRANSACTION
4441 PETERSEN, RICHARD										
05310605PETERSEN		08/18/2025	10326256	09022025	121318	1,549.58	08/18/2025	INV	PD	TRAVEL EXPENSES REIMBURSE
13750 PEXA, JILLIAN										
171715		08/15/2025	10326210	09022025	121319	200.00	08/15/2025	INV	PD	REFUND 171715 AV RETURN D
14460 PI ENVIRONMENTAL LLC										
CRB-004	6934	08/26/2025	10326816	09022025	121320	6,500.00	08/26/2025	INV	PD	July 4, 2025 Fireworks -
10521 PLACEWORKS										
CORB-01.0 - 7	6888	05/31/2025	10326853	09022025	121321	1,942.50	08/25/2025	INV	PD	GENERAL PLAN UPDATE CONSU
CORB-01.0 - 8	6888	07/31/2025	10326850	09022025	121321	450.00	08/26/2025	INV	PD	GENERAL PLAN UPDATE CONSU
CORB-01.0-6B	6888	04/30/2025	10326854	09022025	121321	604.71	08/25/2025	INV	PD	GENERAL PLAN UPDATE CONSU
						2,997.21				
9194 PLAY-WELL TEKNOLOGIES										
DB27315		08/14/2025	10326155	09022025	121322	4,662.00	08/14/2025	INV	PD	DB27315 PLAYWELL SUMLEGO
2487 PLUMBER'S DEPOT										
PD-59412		08/14/2025	10326589	09022025	121323	4,129.05	09/14/2025	INV	PD	GAPVAX TRUCK PARTS & REPA
13310 PORTER, RACHELLE										
2500638		08/12/2025	10326075	09022025	121324	325.00	08/21/2025	INV	PD	REFUND DEPOSIT FEE 250063
14523 PRC CONSTRUCTION LLC										
E-8963		08/12/2025	10326242	09022025	121325	14,740.00	08/21/2025	INV	PD	REFUND DEPOSIT E-8963 251
E2023-1679		08/12/2025	10326243	09022025	121325	666.00	08/21/2025	INV	PD	REFUND ENG DEPOSIT E2023-
						15,406.00				
8145 PROVIDENCE MEDICAL INSTITUTE										
1010143SART062025		08/05/2025	10326316	09022025	121326	2,600.00	08/19/2025	INV	PD	May June 2025 SART Exams
July 2025 SART		08/05/2025	10326313	09022025	121326	3,200.00	08/21/2025	INV	PD	July 2025 SART exams
						5,800.00				
2548 PRUDENTIAL OVERALL SUPPLY										
43049994		08/07/2025	10326192	09022025	121327	54.52	08/25/2025	INV	PD	8/25 FS2/DEL #40419014 SH

# CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12665 QUALITY REFRIGERATION COMPANY INC										
110986-IN	6840	08/19/2025	10326545	09022025	121328	6,689.00	09/19/2025	INV	PD	CITY HALL AC4 COMPRESSOR
14180 REDONDO BEACH 76										
14180_012022		08/18/2025	10326619	09022025	121329	3,794.07	08/25/2025	INV	PD	CITY FUEL PURCHASES JANUA
14180_022022		08/18/2025	10326618	09022025	121329	817.95	08/25/2025	INV	PD	CITY FUEL PURCHASES FEBRU
14180_022023		08/18/2025	10326611	09022025	121329	4,226.25	08/25/2025	INV	PD	CITY FUEL PURCHASES FEBRU
14180_032022		08/18/2025	10326616	09022025	121329	645.30	08/25/2025	INV	PD	CITY FUEL PURCHASES MARCH
14180_032023		08/18/2025	10326610	09022025	121329	2,586.71	08/25/2025	INV	PD	CITY FUEL PURCHASES MARCH
14180_042022		08/18/2025	10326614	09022025	121329	1,206.16	08/25/2025	INV	PD	CITY FUEL PURCHASES APRIL
14180_042023		08/18/2025	10326609	09022025	121329	1,521.05	08/25/2025	INV	PD	CITY FUEL PURCHASES APRIL
14180_052022		08/18/2025	10326613	09022025	121329	2,173.82	08/25/2025	INV	PD	CITY FUEL PURCHASES MAY -
14180_052023		08/18/2025	10326608	09022025	121329	3,950.40	08/25/2025	INV	PD	CITY FUEL PURCHASES MAY 2
14180_062023		08/18/2025	10326607	09022025	121329	600.98	08/25/2025	INV	PD	CITY FUEL PURCHASES JUNE
14180_06210122		08/18/2025	10326606	09022025	121329	941.32	08/25/2025	INV	PD	CITY FUEL PURCHASES JUNE
14180_102022		08/18/2025	10326612	09022025	121329	3,343.15	08/25/2025	INV	PD	CITY FUEL PURCHASES OCT -
						<b>25,807.16</b>				
2685 RICHARDS, WATSON & GERSHON										
251670B		02/12/2025	10326702	09022025	121330	5,782.00	08/25/2025	INV	PD	1/25 Construction Advice
253582B		06/18/2025	10326691	09022025	121330	1,563.50	08/25/2025	INV	PD	5/25 Community Developmen
254087B		07/14/2025	10326692	09022025	121330	118.00	08/25/2025	INV	PD	6/25 Community Developmen
254277		07/23/2025	10325345	09022025	121330	499.72	08/07/2025	INV	PD	R6900-1055 EMINENT DOMAIN
254415		08/13/2025	10326849	09022025	121330	354.00	08/26/2025	INV	PD	For professional services
						<b>8,317.22</b>				
12010 ROADLINE PRODUCTS INC, USA										
21730		07/30/2025	10326350	09022025	121331	1,470.65	08/29/2025	INV	PD	DRIVE PIN RIVOTS FOR SIGN
21774		08/07/2025	10326513	09022025	121331	875.32	09/06/2025	INV	PD	STEEL BASE FOR SIGN SHOP
						<b>2,345.97</b>				
14102 ROBERT HALF										
65121826	6284	06/26/2025	10326432	09022025	121332	3,087.63	08/20/2025	INV	PD	TEMPORARY STAFFING FOR FI
65173225	7093	07/10/2025	10326839	09022025	121332	176.61	08/26/2025	INV	PD	ROBERT HALF INC Contracto
65196897	7093	07/17/2025	10326840	09022025	121332	2,119.32	08/26/2025	INV	PD	ROBERT HALF INC Contracto
65220757	7093	07/24/2025	10326843	09022025	121332	2,354.80	08/26/2025	INV	PD	ROBERT HALF INC Contracto
65245066	7093	07/31/2025	10326842	09022025	121332	2,354.80	08/26/2025	INV	PD	ROBERT HALF INC Contracto
65291958	6284	08/14/2025	10326327	09022025	121332	3,206.39	08/19/2025	INV	PD	TEMPORARY STAFFING FOR FI
65294047	7093	08/14/2025	10326844	09022025	121332	2,354.80	08/26/2025	INV	PD	ROBERT HALF INC Contracto
65316219	6284	08/21/2025	10326713	09022025	121332	3,087.63	08/21/2025	INV	PD	TEMPORARY STAFFING FOR FI
						<b>18,741.98</b>				
6661 ROBERTSON'S										
704783		08/13/2025	10326515	09022025	121333	1,114.58	09/10/2025	INV	PD	CONCRETE FOR 2300 RIPLEY
15236 RODRIGUEZ, MARK										
MR090225		08/20/2025	10326440	09022025	121334	6.00	08/25/2025	INV	PD	PARKING PAYMENT REFUND

# CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
15220 RODRIGUEZ-ALEXANDER, DIANE											
SSLROD25		08/14/2025	10326153	09022025	121335	302.00	08/14/2025	INV	PD	REFUND SSLROD25 SSLCLOSUR	
14780 ROSS-CAMPBELL INC											
25-3894-3		08/14/2025	10326646	09022025	121336	3,000.00	09/14/2025	INV	PD	2025 REGIONAL USED OIL &	
13562 SADEGHI, SINA											
06230627SADEGHI		08/18/2025	10326445	09022025	121337	187.46	08/18/2025	INV	PD	MILEAGE USE OF FORCE CLAS	
SADEGHI062025		08/18/2025	10326685	09022025	121337	207.00	08/18/2025	INV	PD	06/2025 PER DIEM USE OF F	
SADEGHI07112025		08/18/2025	10326444	09022025	121337	212.03	08/18/2025	INV	PD	MILEAGE USE OF FORCE CLAS	
SADEGHIJULY2025		08/21/2025	10326701	09022025	121337	193.48	08/21/2025	INV	PD	MILEAGE USE OF FORCE CLAS	
						799.97					
14800 SAFETYCENTRIC INC											
INV26280		08/21/2025	10326574	09022025	121338	1,125.00	08/21/2025	INV	PD	SAFETY CENTRIC CONTRACTOR	
INV26339		08/21/2025	10326575	09022025	121338	1,050.00	08/21/2025	INV	PD	CITY HALL LIB MAIN FIBER	
INV26372	7075	08/21/2025	10326568	09022025	121338	700.00	08/21/2025	INV	PD	CONTRACTOR FOR FIBER OPTI	
INV26384	7075	08/21/2025	10326569	09022025	121338	1,050.00	08/21/2025	INV	PD	CONTRACTOR FOR FIBER OPTI	
INV26390	7075	08/21/2025	10326571	09022025	121338	350.00	08/21/2025	INV	PD	CONTRACTOR FOR FIBER OPTI	
INV26395	7075	08/21/2025	10326572	09022025	121338	600.00	08/21/2025	INV	PD	CONTRACTOR FOR FIBER OPTI	
						4,875.00					
2811 SANTA ANA COLLEGE											
48923		08/06/2025	10326703	09022025	121339	115.00	08/18/2025	INV	PD	10/2024 PRE ACADEMY CLASS	
48925		08/06/2025	10326705	09022025	121339	1,357.00	08/18/2025	INV	PD	POLICE ACADEMY A FERNANDE	
55363		08/08/2025	10326706	09022025	121339	230.00	08/18/2025	INV	PD	PRE ACADEMY K CARRILLO &	
55392		08/08/2025	10326708	09022025	121339	2,714.00	08/18/2025	INV	PD	POLICE ACADEMY K CARRILLO	
						4,416.00					
15209 SCHWEON, LINDSAY											
174768		08/13/2025	10326103	09022025	121340	200.00	08/13/2025	INV	PD	REFUND 174768 AV RETURN D	
8595 SCOTT ROBINSON CHRYSLER, DODGE, JEEP, RAM											
510820	6975	06/27/2025	10326222	09022025	121341	6,283.99	07/27/2025	INV	PD	REPAIRS TO PW UNIT 675-17	
511459		06/27/2025	10326223	09022025	121341	614.61	07/27/2025	INV	PD	UNIT 107-18 KEY MADE FOR	
						6,898.60					
4861 SECTRAN SECURITY, INC.											
25081606		08/12/2025	10326338	09022025	121342	561.60	08/19/2025	INV	PD	415 DIAMOND ST - AUG 2025	
15233 SELOGIE, ELIZABETH											
171712		08/21/2025	10326463	09022025	121343	200.00	08/21/2025	INV	PD	REFUND 171712 AV RETURN D	
11774 SHAFER, MARIA											
2025-023 RBPC		04/04/2025	10326901	09022025	121344	510.00	08/25/2025	INV	PD	MEETING MINUTES FOR PLANN	

# CITY OF REDONDO BEACH



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INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
2025-029	RBBF	05/13/2025	10326485	09022025	121344	510.00	08/25/2025	INV	PD	MEETING MINUTES BUDGET &	
2025-030	RBPA	05/19/2025	10326525	09022025	121344	510.00	08/25/2025	INV	PD	MEETING MINUTES FOR PUBLI	
2025-033	RBPCS	06/05/2025	10326489	09022025	121344	255.00	08/25/2025	INV	PD	MEETING MINUTES FOR PLANN	
2025-034	RBHC	06/24/2025	10326596	09022025	121344	765.00	08/25/2025	INV	PD	MEETING MINUTES FOR HARBO	
2025-035	RBBF	06/23/2025	10326514	09022025	121344	765.00	08/25/2025	INV	PD	MEETING MINUTES FOR BUDGE	
2025-036	RBPA	06/24/2025	10326577	09022025	121344	255.00	08/25/2025	INV	PD	MEETING MINUTES FOR PUBLI	
2025-037	RBPC	06/25/2025	10326524	09022025	121344	255.00	08/25/2025	INV	PD	MEETING MINUTES FOR PLANN	
2025-042	RBHC	08/14/2025	10326464	09022025	121344	510.00	08/25/2025	INV	PD	MEETING MINUTES FOR HARBO	
						<b>4,335.00</b>					
8622 SHOETERIA											
0089561-IN		08/04/2025	10326500	09022025	121345	322.46	09/04/2025	INV	PD	ADRIAN GODINEZ SAFETY BOO	
0089571-IN		08/03/2025	10326522	09022025	121345	350.00	09/18/2025	INV	PD	IGNACIO REGALADO SAFETY B	
0089611-IN		08/01/2025	10326528	09022025	121345	350.00	09/16/2025	INV	PD	MIKE YOUNG SAFETY BOOTS F	
0089766-IN		08/06/2025	10326527	09022025	121345	342.29	09/21/2025	INV	PD	PHILLIP REGALADO SAFETY B	
0089840-IN		08/07/2025	10326546	09022025	121345	347.25	09/24/2025	INV	PD	RICHARD ROSS SAFETY BOOTS	
0089897-IN		08/09/2025	10326544	09022025	121345	350.00	09/24/2025	INV	PD	JUSTIN REYNOLDS SAFETY BO	
						<b>2,062.00</b>					
5210 SIRSIDYNIX											
INV20143		08/11/2025	10326359	09022025	121346	101,985.56	09/10/2025	INV	PD	WEB SERVICE MAINTENANCE	
2919 SKIPPER, JOHN											
05310605SKIPPER		08/18/2025	10326255	09022025	121347	791.38	08/18/2025	INV	PD	REIMBURSEMENT TRAVEL EXPE	
15225 SMITH, JESSICA											
176632		08/14/2025	10326149	09022025	121348	230.00	08/14/2025	INV	PD	REFUND 176632 7REC0105-07	
15235 SMITH, MARK											
2502068		08/12/2025	10326423	09022025	121349	1,500.00	08/21/2025	INV	PD	REFUND DEPOSIT FEE PERMIT	
15241 SOLTANI, EBRAHIM											
E2024-2164		04/22/2025	10326718	09022025	121350	325.00	08/25/2025	INV	PD	REFUND DEPOSIT FEE 2101 C	
E2025-226		04/22/2025	10326717	09022025	121350	1,500.00	08/25/2025	INV	PD	REFUND DEPOSIT FEE 2101 C	
						<b>1,825.00</b>					
8862 SONSTRAY MACHINERY											
PSO196529-1		08/14/2025	10326412	09022025	121351	308.46	09/14/2025	INV	PD	UNIT 360 BRACKET BUSHINGS	
PSO196605-1		08/15/2025	10326413	09022025	121351	581.07	09/15/2025	INV	PD	UNIT 360 BUCKET BUSHINGS	
						<b>889.53</b>					
15224 SOTO, CARLOS											
176629		08/14/2025	10326151	09022025	121352	400.00	08/14/2025	INV	PD	REFUND 176629 SLL RETURN	
11210 SOUTH BAY FLEET SPECIALIST											
21879	6967	07/01/2025	10326649	09022025	121353	11,325.99	08/01/2025	INV	PD	FD UNIT 101-09 REPAIRS	

# CITY OF REDONDO BEACH



## VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2990 SOUTH BAY FORD										
528698	7057	08/11/2025	10326399	09022025	121355	10,448.20	09/11/2025	INV	PD	UNIT 338 ABS MODULE REPAI
551960		08/11/2025	10326396	09022025	121354	153.31	09/11/2025	INV	PD	UNIT 406 DRIVERS SIDE COV
552018		08/08/2025	10326395	09022025	121354	33.95	09/08/2025	INV	PD	UNIT 012-13 KICK PANEL
552807		08/13/2025	10326403	09022025	121354	284.34	09/13/2025	INV	PD	UNIT 666-19 STEERING WHEE
552920		08/13/2025	10326410	09022025	121354	541.30	09/13/2025	INV	PD	UNIT 666 STEERING WHEEL
552997		08/14/2025	10326402	09022025	121354	25.81	09/14/2025	INV	PD	UNIT 207 WASHER NOZZLES
						<b>11,486.91</b>				
2996 SOUTH BAY POLICE TRAINING COMMITTEE										
080425-05		08/05/2025	10326455	09022025	121356	1,128.00	08/21/2025	INV	PD	FY25-26 MEMBERSHIP DUES F
3005 SOUTH COAST AIR QUALITY MANAGEMENT DISTR										
4581434		08/01/2025	10326548	09022025	121357	565.63	10/01/2025	INV	PD	721 CAMINO REAL GENERATOR
4585621		08/01/2025	10326549	09022025	121357	170.94	10/01/2025	INV	PD	721 CAMINO REAL EMISSIONS
						<b>736.57</b>				
13365 SOUTH COAST PAINTING INC.										
1445		08/13/2025	10326476	09022025	121358	3,600.00	09/13/2025	INV	PD	EXTERIOR PAINTING OF PLAN
3016 SOUTHERN CALIFORNIA EDISON										
600001012446-070925		07/09/2025	10326310	09022025	121359	44,514.58	07/29/2025	INV	PD	GRANT/FRANCISCA/ARTESIA/C
600001012446-070925B		07/09/2025	10326322	09022025	121359	16,000.00	07/29/2025	INV	PD	GRANT/FRANCISCA/ARTESIA/C
600001012446-081125		08/11/2025	10326302	09022025	121359	62,262.17	09/02/2025	INV	PD	GRANT/FRANCISCA/ARTESIA/C
700062327897-080425		08/04/2025	10326297	09022025	121359	3,595.68	08/25/2025	INV	PD	N. HAR. DR, MAR. WAY, FIS
700062360940-081525		08/15/2025	10326429	09022025	121359	2,005.77	09/03/2025	INV	PD	N HARBOR DR, N CATALINA,
700062391656-080425		08/04/2025	10326296	09022025	121359	4,418.42	08/25/2025	INV	PD	BERYL/HAR/PORTOFINO, BASI
700062474209-081125		08/11/2025	10326817	09022025	121359	1,932.20	09/02/2025	INV	PD	1624 MORGAN/ARMOUR/GOODMA
700062474209-081125B		08/11/2025	10326818	09022025	121359	1,932.20	09/02/2025	INV	PD	1624 MORGAN/ARMOUR/GOODMA
700063072575-070825		07/08/2025	10326294	09022025	121359	99,322.70	07/28/2025	INV	PD	700 JULIA, 2000 ARTESIA 5
700063072575-080425		08/04/2025	10326298	09022025	121359	129,736.43	08/25/2025	INV	PD	700 JULIA, 2000 ARTESIA,
700165291478-081525		08/15/2025	10326428	09022025	121359	318.69	09/03/2025	INV	PD	205 YACHT CLUB WAY 07/14-
700634979323-080525		08/05/2025	10326299	09022025	121359	2,050.85	08/25/2025	INV	PD	CAMINO REAL, AVE H, ARTES
						<b>368,089.69</b>				
10201 SPORTBALL										
SBSUM25-06		08/14/2025	10326154	09022025	121360	1,285.20	08/14/2025	INV	PD	SBSUM25-06 SPORTBALLCAMP
3057 SPRENGEL, STEVE										
051125-051525-1		08/18/2025	10326257	09022025	121361	265.36	08/25/2025	INV	PD	POLICE WEEK AIRFAIRE - FO
15222 STOCK, SARAH										
080625		08/06/2025	10326494	09022025	121362	3,502.41	08/25/2025	INV	PD	8/25 S. Stock PD Loss Cla
15228 STRUMWASSER & WOOCHEER LLP										

# CITY OF REDONDO BEACH



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INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
13232		10/18/2024	10326448	09022025	121363	72,303.80	08/25/2025	INV	PD	9/21 - 3/24 SB10 Lega
13609		10/18/2024	10326451	09022025	121363	6,310.96	08/25/2025	INV	PD	4/24 - 5/24 Legal advice
8757 SURE-CLOSE, INC.						78,614.76				
3345		06/18/2025	10326438	09022025	121364	3,620.00	07/18/2025	INV	PD	ORGANIC KITCHEN PAILS FOR
10365 T-MOBILE										
267037237-109716		08/12/2025	10326037	09022025	121365	1,097.16	08/12/2025	INV	PD	Dell NASPO Computer Equip
8435 T-MOBILE USA										
999820991-062225		06/22/2025	10326339	09022025	121366	420.97	07/20/2025	INV	PD	PW IPADS 06/25
999820991-072125		07/21/2025	10326586	09022025	121366	420.94	08/20/2025	INV	PD	PW IPAD 07/25
9715 T2 SYSTEMS CANADA INC.						841.91				
INVEBP0000010368		08/17/2025	10326355	09022025	121367	305.25	08/25/2025	INV	PD	EXTEND BY PHONE USAGE 7/2
15026 TD SPORTS COURTS										
503467		08/04/2025	10326503	09022025	121368	1,038.00	09/03/2025	INV	PD	BASKETBALL PAINTED GAME L
11998 TELEFLEX LLC										
9510386506		08/11/2025	10326204	09022025	121369	1,459.68	08/25/2025	INV	PD	PM MEDICAL AID SUPPLIES
11787 THOMAS, JOSEPH G.										
JULY2025		08/21/2025	10326471	09022025	121370	567.00	08/21/2025	INV	PD	JULY2025 SENIOR BRIDGECLA
14893 TIER ONE MECHANICAL INC										
920010434	6976	06/27/2025	10326335	09022025	121371	5,570.60	07/27/2025	INV	PD	INSTALL WATER HEATERS AT
71 TIME WARNER CABLE										
187587201080125		08/12/2025	10326028	09022025	121372	5,518.12	08/12/2025	INV	PD	187587201- DARK FIBER NET
188418401080125		08/12/2025	10326026	09022025	121372	420.00	08/12/2025	INV	PD	188418401
188420401080125		08/12/2025	10326025	09022025	121372	420.00	08/12/2025	INV	PD	188420401
18850080108125		08/12/2025	10326030	09022025	121372	258.53	08/12/2025	INV	PD	188500801- COUNTY OF LA I
11361 TIREHUB, LLC						6,616.65				
51850860		08/07/2025	10326231	09022025	121373	284.54	11/10/2025	INV	PD	UNIT 012-13 TIRES
51855129		08/07/2025	10326230	09022025	121373	1,407.93	11/10/2025	INV	PD	STOCK TIRES FOR POLICE VE
51959205		08/12/2025	10326232	09022025	121373	326.74	11/10/2025	INV	PD	UNIT 059-07 TIRES
52110593		08/18/2025	10326417	09022025	121373	593.92	11/10/2025	INV	PD	UNIT 341-15 TIRES
3225 TORRANCE AUTO PARTS						2,613.13				

# CITY OF REDONDO BEACH



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2280-0725	7085	08/01/2025	10326411	09022025	121374	21,051.81	08/30/2025	INV	PD	JULY '25 AUTO PARTS PURCH	
7130 TORRANCE AUTO REPAIR											
0191192		08/11/2025	10326398	09022025	121375	119.95	09/11/2025	INV	PD	UNIT 400 FRONT WHEEL ALIG	
0191304		08/18/2025	10326419	09022025	121375	119.95	09/18/2025	INV	PD	UNIT 675 WHEEL ALIGNMENT	
0191311		08/19/2025	10326420	09022025	121375	240.69	09/19/2025	INV	PD	UNIT 341 CHARGE A/C	
						480.59					
15230 TRAN, CHRISTINE											
176820		08/21/2025	10326468	09022025	121376	400.00	08/21/2025	INV	PD	REFUND 176820 AV RETURN D	
9469 TREASURED MOMENTS PHOTOGRAPHY											
231074		08/19/2025	10326384	09022025	121377	450.00	08/19/2025	INV	PD	HEADSHOTS - LMSUDE, JCHUN	
231074CD		08/10/2025	10326130	09022025	121377	150.00	08/18/2025	INV	PD	CDD Headshots	
231074FS		08/10/2025	10326823	09022025	121377	150.00	08/19/2025	INV	PD	HEADSHOTS	
231074HR		08/10/2025	10326493	09022025	121377	150.00	08/25/2025	INV	PD	FUN FRIDAY MORNING SHOOT	
231074LS		08/10/2025	10326345	09022025	121377	150.00	09/09/2025	INV	PD	DIGITAL PHOTOS	
						1,050.00					
10645 TRUELINE CONSTRUCTION & SURFACING											
2921	6929	08/11/2025	10326351	09022025	121378	11,460.00	09/10/2025	INV	PD	INSTALL BASKETBALL HOOP S	
3261 TURF STAR INC											
INV106011		08/07/2025	10326233	09022025	121379	359.96	09/06/2025	INV	PD	UNIT 286 FUEL FILTERS	
5885 U.S. BANK CORPORATE PAYMENT SYSTEM											
008807222025		07/22/2025	10326006	09022025	121380	659.30	08/21/2025	INV	PD	CAL CARD JULY 2025 - SAXW	
008807222025 B		07/22/2025	10326012	09022025	121380	1,420.25	08/21/2025	INV	PD	CAL CARD JULY 2025 - SAXW	
012507222025		08/15/2025	10326208	09022025	121380	15.00	08/15/2025	INV	PD	BCT tablecloth cleaners	
013307222025		08/15/2025	10326206	09022025	121380	159.14	08/15/2025	INV	PD	Office Depot bct brochure	
023207222025		07/22/2025	10325997	09022025	121380	21.79	08/18/2025	INV	PD	MALO CALCARD 07/22/2025	
027007222025		07/22/2025	10326119	09022025	121380	24.50	08/18/2025	INV	PD	PORTOLESE CALCARD 07/22/2	
027007222025-FY25		07/22/2025	10326118	09022025	121380	19.74	08/18/2025	INV	PD	PORTOLESE CALCARD 07/22/2	
030307222025		08/04/2025	10325530	09022025	121380	9.68	08/04/2025	INV	PD	CLAUDIA HUIZAR 7/25 CAL C	
030407222025		07/22/2025	10325609	09022025	121380	4,308.66	08/21/2025	INV	PD	CAL CARD JULY 2025 - JUST	
030407222025 B		07/22/2025	10325625	09022025	121380	10.47	08/21/2025	INV	PD	CAL CARD JULY 2025 - JUST	
037307222025		08/18/2025	10326261	09022025	121380	84.00	08/18/2025	INV	PD	VCHANGCALCARD FLIPBOOK PU	
064307222025		07/22/2025	10326115	09022025	121380	605.59	08/18/2025	INV	PD	HARRISON CALCARD 07/22/20	
064307222025-FY25		07/22/2025	10326114	09022025	121380	65.42	08/18/2025	INV	PD	HARRISON CALCARD 07/22/20	
067307222025		07/22/2025	10326117	09022025	121380	1,549.69	08/18/2025	INV	PD	HAVRILCHAK CALCARD 07/22/	
067307222025-FY25		07/22/2025	10326116	09022025	121380	56.92	08/18/2025	INV	PD	HAVRILCHAK CALCARD 07/22/	
0722254288		08/19/2025	10326324	09022025	121380	1,756.35	08/19/2025	INV	PD	MONICA STIEBER CALCARD JU	
0722255614		08/19/2025	10326305	09022025	121380	892.40	08/19/2025	INV	PD	PAMELA SCOTT CALCARD JULY	
0722255820		08/26/2025	10326841	09022025	121380	799.74	08/26/2025	INV	PD	KRISTEN MARTIN CALCARD JU	
080907222025		07/22/2025	10326113	09022025	121380	351.91	08/18/2025	INV	PD	AHUMADA CALCARD 07/22/202	
082607222025		07/22/2025	10326034	09022025	121380	1,577.81	08/21/2025	INV	PD	CAL CARD JULY 2025 - DAVI	
082607222025 B		07/22/2025	10326053	09022025	121380	5,015.35	08/21/2025	INV	PD	CAL CARD JULY 2025 - DAVI	
101707222025		07/22/2025	10326157	09022025	121380	2,109.19	08/21/2025	INV	PD	CAL CARD JULY 2025 - AIRR	

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INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101707222025	B	07/22/2025	10326161	09022025	121380	2,441.36	08/21/2025	INV	PD	CAL CARD JULY 2025 - AIRR
110307222025		07/22/2025	10326138	09022025	121380	81.67	08/18/2025	INV	PD	WESTPHAL CALCARD 07/22/20
110307222025	-FY25	07/22/2025	10326137	09022025	121380	35.28	08/18/2025	INV	PD	WESTPHAL CALCARD 07/22/20
111107222025		07/22/2025	10326146	09022025	121380	1,992.89	08/18/2025	INV	PD	HOLLEY CALCARD 07/22/2025
111107222025	-FY25	07/22/2025	10326145	09022025	121380	78.41	08/18/2025	INV	PD	HOLLEY CALCARD 07/22/2025
115207222025		07/22/2025	10325998	09022025	121380	107.27	08/18/2025	INV	PD	SADEGHI CALCARD 07/22/202
1326-072225		07/22/2025	10326048	09022025	121380	691.51	08/14/2025	INV	PD	LAUREN SABLAN CAL CARD 07
140207222025		07/22/2025	10326125	09022025	121380	149.98	08/18/2025	INV	PD	STEVENS CALCARD 07/22/202
140207222025	-FY25	07/22/2025	10326124	09022025	121380	29.99	08/18/2025	INV	PD	STEVENS CALCARD 07/22/202
1599-07222025		07/22/2025	10326060	09022025	121380	46.03	08/18/2025	INV	PD	J REYES CC 7/25
1599-7222025		07/22/2025	10326063	09022025	121380	119.58	08/18/2025	INV	PD	J REYES CC 7/25
164707222025		07/22/2025	10326182	09022025	121380	4,398.63	08/22/2025	INV	PD	CAL CARD JULY 2025 - MARK
164707222025	B	07/22/2025	10326178	09022025	121380	1,357.29	08/22/2025	INV	PD	CAL CARD JULY 2025 - MARK
170107222025		07/22/2025	10326049	09022025	121380	902.09	08/18/2025	INV	PD	EVELO CALCARD 07/22/2025
1840 07-22-25		07/22/2025	10326510	09022025	121380	140.16	08/18/2025	INV	PD	D. STRICKFADEN JULY CAL C
1857072225A		08/11/2025	10325987	09022025	121380	898.85	08/11/2025	INV	PD	RMICHEL CLACARD 072025
1857072225B		08/11/2025	10325986	09022025	121380	1,100.12	08/11/2025	INV	PD	RMICHEL CALCARD 072025
192207222025		07/22/2025	10326183	09022025	121380	45.11	08/22/2025	INV	PD	CAL CARD JULY 2025 - ANGE
207607222025		07/22/2025	10326202	09022025	121380	6,452.63	08/22/2025	INV	PD	CAL CARD JULY 2025 - MICH
208607222025	-FY25	07/22/2025	10326156	09022025	121380	-7,088.92	08/18/2025	CRM	PD	MARTINEZ CALCARD 07/22/20
213307222025		07/22/2025	10326144	09022025	121380	1,647.67	08/18/2025	INV	PD	DOSSETT CALCARD 07/22/202
213307222025	-FY25	07/22/2025	10326143	09022025	121380	151.03	08/18/2025	INV	PD	DOSSETT CALCARD 07/22/202
220507222025		07/22/2025	10326002	09022025	121380	42.92	08/18/2025	INV	PD	CENICEROS CALCARD 07/22/2
260207222025		07/22/2025	10326040	09022025	121380	4,615.27	08/21/2025	INV	PD	CAL CARD JULY 2025 - ROBE
260207222025	B	07/22/2025	10326055	09022025	121380	8,787.76	08/21/2025	INV	PD	CAL CARD JULY 2025 - ROBE
263107222025		07/22/2025	10326058	09022025	121380	3,286.58	08/21/2025	INV	PD	CAL CARD JULY 2025 - GARY
274545		08/19/2025	10326319	09022025	121380	1,814.38	08/19/2025	INV	PD	ALEXANDER LOPEZ CALCARD J
287007222025		07/22/2025	10326010	09022025	121380	35.77	08/18/2025	INV	PD	PRESTIA CALCARD 07/22/202
2968-07222025		07/22/2025	10326005	09022025	121380	72.73	08/18/2025	INV	PD	C MAHONEY CC 7/25
324807222025		07/22/2025	10325554	09022025	121380	122.41	08/21/2025	INV	PD	CAL CARD JULY 2025 - GLEN
347107222025		07/22/2025	10326163	09022025	121380	178.87	08/21/2025	INV	PD	CAL CARD JULY 2025 - VICT
347107222025	B	07/22/2025	10326164	09022025	121380	2,340.11	08/21/2025	INV	PD	CAL CARD JULY 2025 - VICT
3478-07222025		07/22/2025	10326016	09022025	121380	293.94	08/18/2025	INV	PD	R STOUT CC 7/25
348107222025		07/22/2025	10326000	09022025	121380	93.28	08/18/2025	INV	PD	HENRY CALCARD 07/22/2025
3523-072225		08/12/2025	10326020	09022025	121380	139.40	08/18/2025	INV	PD	VILLA - JULY CALCARD
3686-07222025		07/22/2025	10326078	09022025	121380	824.52	08/18/2025	INV	PD	B REGAN CC 7/25
3686-7222025		07/22/2025	10326080	09022025	121380	1,216.13	08/18/2025	INV	PD	B REGAN CC 7/25
368907222025		08/18/2025	10326266	09022025	121380	166.52	08/18/2025	INV	PD	JACK MEYER CAL CARD - 7/2
368907222025	-26	08/18/2025	10326267	09022025	121380	1,046.58	08/18/2025	INV	PD	JACK MEYER CAL CARD - 7/2
3986-072225		08/12/2025	10326022	09022025	121380	13.39	08/18/2025	INV	PD	DIAZ - JULY CALCARD
4196-072225	FY25	07/22/2025	10326197	09022025	121380	34.00	08/18/2025	INV	PD	7/25 J. Ford Cal Card FY2
4196-072225	FY26	07/22/2025	10326200	09022025	121380	34.00	08/18/2025	INV	PD	7/25 J. Ford Cal Card FY2
4204072225		08/05/2025	10325555	09022025	121380	576.09	08/05/2025	INV	PD	MICHELLE PINEDO CALCARD J
421207222025	-FY25	08/05/2025	10325563	09022025	121380	158.60	08/05/2025	INV	PD	GERALDINE "GINA" MANZANO
4212072225		08/05/2025	10325568	09022025	121380	236.84	08/05/2025	INV	PD	GINA MANZANO CALCARD JULY
424607222025		07/22/2025	10325945	09022025	121380	22.96	08/21/2025	INV	PD	CAL CARD JULY 2025 - FERN
424707222025		08/15/2025	10326246	09022025	121380	1,066.71	08/15/2025	INV	PD	Jonathan Reyes-Flores Cal
4270072225		08/19/2025	10326318	09022025	121380	347.79	08/19/2025	INV	PD	ALEXANDRA LOPEZ CALCARD J
4288072225		08/19/2025	10326321	09022025	121380	480.48	08/19/2025	INV	PD	MONICA STIEBER CALCARD JU
4296072225		08/05/2025	10325594	09022025	121380	1,243.06	08/05/2025	INV	PD	GERALDINE LOPEZ CALCARD J
445107222025	-FY25	07/22/2025	10326511	09022025	121380	748.00	08/19/2025	INV	PD	CAL CARD APA TRAINING SEA
445107222025	-FY26	07/22/2025	10326326	09022025	121380	102.29	08/18/2025	INV	PD	CAL CARD SEAN SCULLY LUNC
460807222025		07/22/2025	10325559	09022025	121380	101.60	08/21/2025	INV	PD	CAL CARD JULY 2025 - ADRI
469407222025		07/22/2025	10325556	09022025	121380	101.58	08/21/2025	INV	PD	CAL CARD JULY 2025 - STEV
469407222025	B	07/22/2025	10325558	09022025	121380	647.96	08/21/2025	INV	PD	CAL CARD JULY 2025 - STEV



VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4737-07222025		07/22/2025	10326015	09022025	121380	355.14	08/18/2025	INV	PD	G DAILEY CC 7/25
4837072225		08/11/2025	10325983	09022025	121380	1,409.55	08/11/2025	INV	PD	ZOBAGIJR CALCARD 072025
484207222025		08/01/2025	10325483	09022025	121380	643.26	08/01/2025	INV	PD	BCHRISTENSENCALCARD SAILI
484907222025		07/22/2025	10325566	09022025	121380	346.75	08/21/2025	INV	PD	CAL CARD JULY 2025 - PHIL
5069-07222025		07/22/2025	10326013	09022025	121380	854.38	08/18/2025	INV	PD	J KAMVAAG CC 7/25
507407222025		07/22/2025	10325621	09022025	121380	487.54	08/21/2025	INV	PD	CAL CARD JULY 2025 - CHAR
507407222025 B		07/22/2025	10325628	09022025	121380	734.90	08/21/2025	INV	PD	CAL CARD JULY 2025 - CHAR
510107222025		07/22/2025	10325378	09022025	121380	592.32	08/21/2025	INV	PD	LIBRARY/PARKER
515107222025		07/22/2025	10326173	09022025	121380	69.15	08/21/2025	INV	PD	CAL CARD JULY 2025 - JUAN
515107222025 B		07/22/2025	10326174	09022025	121380	622.28	08/21/2025	INV	PD	CAL CARD JULY 2025 - JUAN
530307222025		07/22/2025	10326121	09022025	121380	15.35	08/18/2025	INV	PD	WEISS CALCARD 07/22/2025
530307222025-FY25		07/22/2025	10326120	09022025	121380	121.21	08/18/2025	INV	PD	WEISS CALCARD 07/22/2025
5362-07222025		07/22/2025	10326011	09022025	121380	26.43	08/18/2025	INV	PD	J DODIER CC 7/25
5479-07222025		07/22/2025	10326018	09022025	121380	343.07	08/18/2025	INV	PD	A YAMAMOTO CC 7/25
554307222025		07/22/2025	10325993	09022025	121380	41.23	08/18/2025	INV	PD	RUBIO CALCARD 07/22/2025
5614072225		08/19/2025	10326284	09022025	121380	199.18	08/19/2025	INV	PD	PAMELA SCOTT CALCARD JULY
562807222025		07/22/2025	10325631	09022025	121380	50.66	08/21/2025	INV	PD	CAL CARD JULY 2025 - JOE
562807222025 B		07/22/2025	10325632	09022025	121380	457.77	08/21/2025	INV	PD	CAL CARD JULY 2025 - JOE
566007222025		07/22/2025	10326017	09022025	121380	143.51	08/18/2025	INV	PD	MARTIN CALCARD 07/22/2025
5708-07222025		07/22/2025	10326009	09022025	121380	786.49	08/18/2025	INV	PD	J MAY CC 7/25
5730-07222025		07/22/2025	10326008	09022025	121380	94.40	08/18/2025	INV	PD	J BROWN CC 7/25
5732072225		07/22/2025	10326047	09022025	121380	1,365.00	08/12/2025	INV	PD	LORENA SOULES CAL CARD 07
574007222025		07/22/2025	10326004	09022025	121380	61.79	08/18/2025	INV	PD	MERRILL CALCARD 07/22/202
5820072225-FY25		08/26/2025	10326837	09022025	121380	106.27	08/26/2025	INV	PD	KRISTEN MARTIN CALCARD JU
589707222025		07/22/2025	10326165	09022025	121380	168.65	08/21/2025	INV	PD	CAL CARD JULY 2025 - CHRI
6099072225JULY		08/19/2025	10326290	09022025	121380	1,078.95	08/19/2025	INV	PD	ZPAINTERCALCARD SENIORSUP
6099072225JUNE		08/19/2025	10326287	09022025	121380	123.47	08/19/2025	INV	PD	ZPAINTERCALCARD SENIORSUP
6112-072225		07/22/2025	10326203	09022025	121380	65.00	08/18/2025	INV	PD	7/25 R. Vega Cal Card
6120-072225		07/22/2025	10326193	09022025	121380	675.00	08/18/2025	INV	PD	7/25 M. Morallo Cal Card
6138-072225		07/22/2025	10326194	09022025	121380	39.20	08/18/2025	INV	PD	7/25 C. Chaffins Cal Card
6273-07222025		07/22/2025	10326073	09022025	121380	175.00	08/18/2025	INV	PD	D CONARD CC 7/25
6273-7222025		07/22/2025	10326076	09022025	121380	285.45	08/18/2025	INV	PD	D CONARD CC 7/25
628207222025		07/22/2025	10326050	09022025	121380	95.43	08/18/2025	INV	PD	GONZALEZ CALCARD 07/22/20
6290-07222025		07/22/2025	10326069	09022025	121380	393.58	08/18/2025	INV	PD	B BELLANTE CC 7/25
6290-7222025		07/22/2025	10326071	09022025	121380	50.67	08/18/2025	INV	PD	B BELLANTE CC 7/25
636607222025		07/22/2025	10326187	09022025	121380	621.16	08/22/2025	INV	PD	CAL CARD JULY 2025 - BRIA
636607222025 B		07/22/2025	10326189	09022025	121380	2,272.05	08/22/2025	INV	PD	CAL CARD JULY 2025 - BRIA
639007222025		07/22/2025	10326176	09022025	121380	1,084.06	08/21/2025	INV	PD	CAL CARD JULY 2025 - MICH
639007222025 B		07/22/2025	10326177	09022025	121380	2,519.73	08/21/2025	INV	PD	CAL CARD JULY 2025 - MICH
654607222025		07/22/2025	10326014	09022025	121380	33.71	08/18/2025	INV	PD	ARNOLD CALCARD 07/22/2025
674107222025		07/22/2025	10326003	09022025	121380	241.45	08/18/2025	INV	PD	SPRENGEL CALCARD 07/22/20
6805072225		08/11/2025	10325985	09022025	121380	1,409.55	08/11/2025	INV	PD	BWALLER CALCARD 072025
6813072225		08/11/2025	10325984	09022025	121380	1,409.55	08/11/2025	INV	PD	CCASTLE CALCARD 072025
682007222025		07/22/2025	10326140	09022025	121380	270.49	08/18/2025	INV	PD	MANIS CALCARD 07/22/2025
682007222025-FY25		07/22/2025	10326139	09022025	121380	109.74	08/18/2025	INV	PD	MANIS CALCARD 07/22/2025
682607222025		07/22/2025	10326001	09022025	121380	21.80	08/18/2025	INV	PD	DILEVA CALCARD 07/22/2025
684607222025-FY25		07/22/2025	10326516	09022025	121380	762.50	08/19/2025	INV	PD	CAL CARD APA TRAINING MAR
684607222025-FY26		07/22/2025	10326328	09022025	121380	12.00	08/18/2025	INV	PD	CAL CARD MARC
693207222025		07/22/2025	10325545	09022025	121380	543.40	08/21/2025	INV	PD	CAL CARD JULY 2025 - MARI
693207222025 B		07/22/2025	10325547	09022025	121380	5,863.60	08/21/2025	INV	PD	CAL CARD JULY 2025 - MARI
709607222025		07/22/2025	10326052	09022025	121380	26.82	08/18/2025	INV	PD	VALDIVIA CALCARD 07/22/20
710607222025		07/22/2025	10326127	09022025	121380	1,998.16	08/18/2025	INV	PD	ROSE CALCARD 07/22/2025
710607222025-FY25		07/22/2025	10326126	09022025	121380	119.05	08/18/2025	INV	PD	ROSE CALCARD 07/22/2025
728307222025		07/22/2025	10326051	09022025	121380	350.00	08/18/2025	INV	PD	PLUGGE CALCARD 07/22/2025
752007222025		07/22/2025	10325375	09022025	121380	554.40	08/21/2025	INV	PD	LIBRARY/VILHAUER

# CITY OF REDONDO BEACH



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INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
753107222025		07/22/2025	10325905	09022025	121380	119.51	08/21/2025	INV	PD	CAL CARD JULY 2025 - JERR
753107222025 B		07/22/2025	10325907	09022025	121380	1,051.43	08/21/2025	INV	PD	CAL CARD JULY 2025 - JERR
757207222025		07/22/2025	10326179	09022025	121380	111.58	08/21/2025	INV	PD	CAL CARD JULY 2025 - ROY
757207222025 B		07/22/2025	10326180	09022025	121380	1,767.53	08/22/2025	INV	PD	CAL CARD JULY 2025 - ROY
760607222025-25		08/19/2025	10326275	09022025	121380	455.94	08/19/2025	INV	PD	ROB PIERCE CALCARD JULY 2
760607222025-26		08/19/2025	10326352	09022025	121380	685.61	08/19/2025	INV	PD	ROBERT PIERCE CALCARD JUL
766307222025		07/22/2025	10326186	09022025	121380	1,900.73	08/22/2025	INV	PD	CAL CARD JULY 2025 - JOSE
766307222025 B		07/22/2025	10326185	09022025	121380	881.03	08/22/2025	INV	PD	CAL CARD JULY 2025 - JOSE
770107222025		07/22/2025	10325999	09022025	121380	43.90	08/18/2025	INV	PD	KILPATRICK CALCARD 07/22/
779609022025		07/22/2025	10325306	09022025	121380	365.47	08/18/2025	INV	PD	G. KAPOVICH - 25-26 WED P
782007222025		08/04/2025	10325519	09022025	121380	36.84	08/04/2025	INV	PD	ROBERT NORMAN 7/25 CAL CA
782507222025		07/22/2025	10326123	09022025	121380	130.77	08/18/2025	INV	PD	SPRY CALCARD 07/22/2025
782507222025-FY25		07/22/2025	10326122	09022025	121380	82.48	08/18/2025	INV	PD	SPRY CALCARD 07/22/2025
783407222025		07/22/2025	10325995	09022025	121380	424.02	08/18/2025	INV	PD	DRURY CALCARD 07/22/2025
7933-07222025		07/22/2025	10326064	09022025	121380	197.51	08/18/2025	INV	PD	I YANG CC 7/25
7933-7222025		07/22/2025	10326066	09022025	121380	307.51	08/18/2025	INV	PD	I YANG CC 7/25
801307222025		07/30/2025	10325346	09022025	121380	250.00	07/30/2025	INV	PD	CDIAZCALCARD BEACH PERMIT
8353-07222025		07/22/2025	10326019	09022025	121380	282.86	08/18/2025	INV	PD	T HOFF CC 7/25
836607222025		07/22/2025	10326109	09022025	121380	879.37	08/18/2025	INV	PD	HALEY CALCARD 07/22/2025
8717 7-22-25		07/22/2025	10326542	09022025	121380	12.40	08/18/2025	INV	PD	N. PETZ JULY CAL CARD 202
8717 7-22-25 FY25-26		07/22/2025	10326547	09022025	121380	503.05	08/18/2025	INV	PD	N. PETZ JULY CAL CARD 202
8775-07222025		07/22/2025	10326082	09022025	121380	154.00	08/18/2025	INV	PD	C SMITH CC 7/25
8775-7222025		07/22/2025	10326083	09022025	121380	278.48	08/18/2025	INV	PD	C SMITH CC 7/25
881407222025		08/18/2025	10326260	09022025	121380	1,405.66	08/18/2025	INV	PD	LAGUIRRECALCARD AFSPG/CAM
885307222025		07/22/2025	10325994	09022025	121380	34.99	08/18/2025	INV	PD	HOFFMAN CALCARD 07/22/202
897907222025		07/22/2025	10326070	09022025	121380	863.09	08/21/2025	INV	PD	CAL CARD JULY 2025 - JOHN
897907222025 B		07/22/2025		09022025	121380	1,377.90	08/21/2025	INV	PD	CAL CARD JULY 2025 - JOHN
899607222025		07/22/2025	10325646	09022025	121380	966.50	08/21/2025	INV	PD	CAL CARD JULY 2025 - JUAN
899607222025 B		07/22/2025	10326024	09022025	121380	5,050.01	08/21/2025	INV	PD	CAL CARD JULY 2025 - JUAN
918507222025		07/22/2025	10326007	09022025	121380	60.00	08/18/2025	INV	PD	DELERY CALCARD 07/22/2025
920307222025		07/22/2025	10326142	09022025	121380	467.27	08/18/2025	INV	PD	RECINOS CALCARD 07/22/202
920307222025-FY25		07/22/2025	10326141	09022025	121380	172.53	08/18/2025	INV	PD	RECINOS CALCARD 07/22/202
9211-07222025		07/22/2025	10326067	09022025	121380	44.96	08/18/2025	INV	PD	E LOPEZ CC 7/25
9211-7222025		07/22/2025	10326068	09022025	121380	1,108.62	08/18/2025	INV	PD	E LOPEZ CC 7/25
922407222025		07/22/2025	10325915	09022025	121380	4,086.36	08/21/2025	INV	PD	CAL CARD JULY 2025 - CHRI
922407222025 B		07/22/2025	10325944	09022025	121380	2,251.96	08/21/2025	INV	PD	CAL CARD JULY 2025 - CHRI
923407222025		07/22/2025	10326181	09022025	121380	331.00	08/22/2025	INV	PD	CAL CARD JULY 2025 - MITC
9360-072225		07/22/2025	10326196	09022025	121380	16.75	08/18/2025	INV	PD	7/25 C. Park Cal Card
944907222025		07/22/2025	10326167	09022025	121380	33.05	08/21/2025	INV	PD	CAL CARD JULY 2025 - TOMM
944907222025 B		07/22/2025	10326168	09022025	121380	2,724.29	08/21/2025	INV	PD	CAL CARD JULY 2025 - TOMM
946007222025		08/15/2025	10326244	09022025	121380	2,587.99	08/15/2025	INV	PD	ANTHONY WILSON CAL CARD 0
946007222025-25		08/25/2025	10326725	09022025	121380	75.71	08/25/2025	INV	PD	ANTHONY WILSON CAL CARD 0
949807222025-25		08/19/2025	10326279	09022025	121380	3,135.87	08/19/2025	INV	PD	SONNACA LUCKEY CALCARD J
949807222025-26		08/19/2025	10326280	09022025	121380	3,296.76	08/25/2025	INV	PD	SONNACA LUCKEY CALCARD JU
960207222025		07/22/2025	10326134	09022025	121380	658.91	08/18/2025	INV	PD	COOK CALCARD 07/22/2025
960207222025-FY25		07/22/2025	10326133	09022025	121380	132.79	08/18/2025	INV	PD	COOK CALCARD 07/22/2025
984407222025		07/22/2025	10326148	09022025	121380	4,722.93	08/18/2025	INV	PD	TEMPRANO CALCARD 07/22/20
984407222025-FY25		07/22/2025	10326147	09022025	121380	-1,290.70	08/18/2025	CRM	PD	TEMPRANO CALCARD 07/22/20
991707222025		07/22/2025	10326136	09022025	121380	1,114.77	08/18/2025	INV	PD	LOFSTROM CALCARD 07/22/20
991707222025-FY25		07/22/2025	10326135	09022025	121380	18.91	08/18/2025	INV	PD	LOFSTROM CALCARD 07/22/20
M4246044668782794 P1		08/26/2025	10326845	09022025	121380	1,807.90	08/26/2025	INV	PD	M4246044668782794 P1 CALC
M4246044668782794 P2		08/26/2025	10326847	09022025	121380	5,692.83	08/26/2025	INV	PD	M4246044668782794 P2 MIKE

155,456.93

6443 URBAN GRAFFITI ENTERPRISES, INC.

# CITY OF REDONDO BEACH



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INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
RED22506	6520	06/30/2025	10326605	09022025	121381	4,050.00	08/25/2025	INV	PD	06/2025 GRAFFITI REMOVAL	
RED22507		07/31/2025	10326593	09022025	121381	4,050.00	08/31/2025	INV	PD	07/2025 GRAFFITI REMOVAL	
						<b>8,100.00</b>					
7736 VALDIVIA, MARK											
10161019		08/18/2025	10326253	09022025	121382	273.80	08/18/2025	INV	PD	PER DIEM FOR PEER SUPPORT	
13579 VEOLIA WTS SERVICES USA, INC.											
903387877	100986739	08/14/2025	10326195	09022025	121383	721.68	08/25/2025	INV	PD	8/25 -10/31/25 FS1 DI EQU	
903387878	100986740	08/14/2025	10326198	09022025	121383	721.68	08/25/2025	INV	PD	8/25 -10/31/25 FS2 DI EQU	
						<b>1,443.36</b>					
8088 VERIZON BUSINESS SERVICES											
Z1591533		08/15/2025	10326249	09022025	121384	40.55	08/15/2025	INV	PD	00119566CG	
3621 VERIZON WIRELESS											
6119451915		08/19/2025	10326308	09022025	121385	2,701.17	08/19/2025	INV	PD	442003601-0002-MDC MODEM	
6119907584		08/01/2025	10326601	09022025	121385	335.49	08/25/2025	INV	PD	MONTHLY FEES ACCT NO 3705	
6119983125		08/12/2025	10326023	09022025	121385	310.84	08/12/2025	INV	PD	84200064000002	
6119983186		08/01/2025	10326529	09022025	121385	593.60	08/24/2025	INV	PD	PW CELL PHONES 7/2-8/1/25	
						<b>3,941.10</b>					
14811 VESTIS UNIFORM AND WORK PLACE											
27258270	6754	05/21/2025	10326635	09022025	121387	99.41	06/21/2025	INV	PD	PW UNIFORM JACKETS 5-21-2	
5860470915	6754	08/06/2025	10326517	09022025	121386	108.00	08/15/2025	INV	PD	8/6 PIER UNIFORMS	
5860470916	6754	08/06/2025	10326507	09022025	121386	172.47	08/15/2025	INV	PD	8/6 PARKS UNIFORMS	
5860470917	6754	08/06/2025	10326496	09022025	121386	354.68	08/16/2025	INV	PD	8/6 PW YARD UNIFORMS	
5860473261	6754	08/13/2025	10326504	09022025	121386	108.21	08/22/2025	INV	PD	8/13 PIER UNIFORMS	
5860473262	6754	08/13/2025	10326506	09022025	121386	172.47	08/22/2025	INV	PD	8/13 PARKS UNIFORMS	
5860473263	6754	08/13/2025	10326523	09022025	121386	354.89	08/22/2025	INV	PD	8/13 PW YARD UNIFORMS	
5860476068	6754	08/20/2025	10326521	09022025	121386	111.03	08/30/2025	INV	PD	8/20 PIER UNIFORMS	
5860476069	6754	08/20/2025	10326520	09022025	121386	172.47	08/30/2025	INV	PD	8/20 PARKS UNIFORMS	
5860476070	6754	08/20/2025	10326501	09022025	121386	357.48	08/30/2025	INV	PD	8/20 PW YARD UNIFORMS	
						<b>2,011.11</b>					
3408 WAXIE SANITARY SUPPLY											
83389778		07/24/2025	10326519	09022025	121388	121.23	08/23/2025	INV	PD	PARKS JANITORIAL SUPPLIES	
83401947		07/30/2025	10326558	09022025	121388	4,843.71	08/29/2025	INV	PD	FACILITIES JANITORIAL SUP	
83402105		07/30/2025	10326671	09022025	121388	69.14	08/29/2025	INV	PD	RBPAC JANITORIAL SUPPLIES	
83414498		08/05/2025	10326550	09022025	121388	198.91	09/04/2025	INV	PD	FACILITIES JANITORIAL SUP	
83431356		08/12/2025	10326559	09022025	121388	1,193.18	09/11/2025	INV	PD	RBPAC JANITORIAL SUPPLIES	
83435115		08/13/2025	10326560	09022025	121388	4,202.66	09/12/2025	INV	PD	PIER JANITORIAL SUPPLIES	
83448096		08/19/2025	10326554	09022025	121388	573.14	09/18/2025	INV	PD	RBPAC JANITORIAL SUPPLIES	
						<b>11,201.97</b>					
13684 WEADOCK, PETER											
10281107		08/18/2025	10326265	09022025	121389	180.00	08/18/2025	INV	PD	PER DIEM FOR MOTOR SCHOOL	

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
10426 WEST MARINE PRO											
9173		08/15/2025	10326245	09022025	121390	2.90	08/26/2025	INV	PD	9173 SAILING SUPPLIES FAS	
10518 WESTERN NRG, INC.											
217937		08/12/2025	10326032	09022025	121391	125.00	08/12/2025	INV	PD	SONIC WALL SMA 6210	
219801		08/12/2025	10326033	09022025	121391	125.00	08/12/2025	INV	PD	219801	
						250.00					
3458 WILLIAMS SCOTSMAN, INC.											
9024378224		08/15/2025	10326497	09022025	121392	275.91	08/25/2025	INV	PD	Pallet Shelter Storage 08	
9024378225		08/15/2025	10326650	09022025	121392	328.59	08/25/2025	INV	PD	Pallet Shelter Storage 08	
9024378226		08/15/2025	10326498	09022025	121392	275.91	08/25/2025	INV	PD	Pallet Shelter Storage 08	
						880.41					
15067 YORKE ENGINEERING LLC											
44736	6977	08/26/2025	10326858	09022025	121393	9,414.99	08/26/2025	INV	PD	NOISE ANALYSIS FOUR PICKL	
9320 ZERO WASTE USA											
778663		08/18/2025	10326645	09022025	121394	2,701.95	09/18/2025	INV	PD	DOGGIE BAGS FOR PIER	
4049 ZIP REPORTS											
52705230829		08/25/2025	10326712	09022025	121395	99.75	08/25/2025	INV	PD	REPORTS ORDERED AUG 2023	
52705240126		08/25/2025	10326711	09022025	121395	14.25	08/25/2025	INV	PD	REPORTS ORDERED JAN 2024	
52705240426		08/25/2025	10326710	09022025	121395	216.00	08/25/2025	INV	PD	REPORTS ORDERED APR 2024	
52705250226		08/25/2025	10326709	09022025	121395	9.50	08/25/2025	INV	PD	REPORTS ORDERED FEB 2025	
						339.50					
3510 ZOLL MEDICAL CORPORATION											
4301040		08/08/2025	10326205	09022025	121396	1,058.34	08/25/2025	INV	PD	MEDICAL AID SUPPLIES	
91000048	7071	08/15/2025	10326442	09022025	121396	10,206.00	08/25/2025	INV	PD	ZOLL AUTOPULSE (2) EXTEND	
						11,264.34					
645 INVOICES						3,923,932.45					

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



# Administrative Report

H.5., File # 25-1221

Meeting Date: 9/2/2025

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

## TITLE

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE A MEMORANDUM OF UNDERSTANDING AND LICENSING AGREEMENT WITH DARIUS LABS, INC. FOR A 3-MONTH TRIAL OF A COMPUTER REPORT WRITING SOFTWARE PLATFORM AT NO COST TO THE CITY FOR THE TERM SEPTEMBER 3, 2025 TO DECEMBER 2, 2025

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

2. APPROVE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE ADDITION OF WORK NUMBER EMPLOYMENT VERIFICATION SERVICES AT NO COST TO THE CITY BEGINNING SEPTEMBER 2, 2025 UNTIL TERMINATED

CONTACT: MIKE COOK, IT DIRECTOR

3. APPROVE AN AMENDMENT TO THE AGREEMENT WITH DISABILITY ACCESS CONSULTANTS, LLC TO UPDATE THE CITY'S ADA SELF EVALUATION AND TRANSITION PLAN FOR AN AMOUNT OF \$34,700 AND TO EXTEND THE TERM TO SEPTEMBER 30, 2026

CONTACT: ANDY WINJE, PUBLIC WORKS DIRECTOR

4. APPROVE AN AGREEMENT WITH CLEARGOV, INC. FOR A CAPITAL IMPROVEMENT PROGRAM BUDGETING MODULE IN AN AMOUNT NOT TO EXCEED \$25,110 FOR THE INITIAL TERM SEPTEMBER 8, 2025 TO SEPTEMBER 7, 2026, WITH ONE-YEAR RENEWALS AT \$21,060 PLUS A 6% PRICE INCREASE FOR EACH RENEWAL TERM

CONTACT: ANDY WINJE, PUBLIC WORKS DIRECTOR

## EXECUTIVE SUMMARY

Approve Contracts Under \$35,000

## **APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- MOU/Agmt, Signature & Insurance - Darius Labs, Inc.
- Amendment, Signature & Insurance - Tyler Technologies, Inc.
- Agmt - Tyler Technologies, Inc.
- First Amendment, Signature & Insurance - Disability Access Consultants, LLC
- Agmt - Disability Access Consultants, LLC
- Agmt, Signature & Insurance - ClearGov, Inc.

# INFORMATION SHARING AGREEMENT MEMORANDUM OF UNDERSTANDING

## 1. PURPOSE

This Memorandum of Understanding (MOU) between the City of Redondo Beach, a chartered municipal corporation on behalf of its Police Department (“the Agency”) and Darius Labs Inc., a Delaware corporation (“the Vendor”), hereinafter referred to as the “parties,” establishes the responsibilities of both parties with regard to the exchange and protection of **Criminal Justice Information (CJI)**, in compliance of the Criminal Justice Information Standards (CJIS) Security Policy.

## 2. BACKGROUND

The Agency requests the Vendor to access, process, and provide automated report services for data from **body cam footage through Digital Evidence Management System (DEMS), Computer Assisted Dispatch (CAD) data**, and other data sources and records when available. The Vendor will process this data securely in accordance with the **CJIS Security Policy** and any applicable federal, state, and local regulations.

## 3. AUTHORITY

This MOU is entered under the authority provided by federal, state, or local regulations governing the use of **CJI** and related services.

## 4. TERM

This MOU shall commence on September 3, 2025 (the “Effective Date”), and shall expire on December 2, 2025 (the “Term”), unless otherwise terminated as herein provided. Upon expiration, the parties may negotiate a renewal or separate licensing agreement for continued use of the Vendor’s software and services. For clarity, the survival provisions in Section 28 shall apply notwithstanding expiration.

## 5. TERMINATION

Either party may terminate with thirty (30) days’ written notice. Upon termination, the Vendor shall provide transition assistance, including data export and system migration support as described in Section 9.

## 6. SCOPE

### A. The Vendor agrees to:

- a. Maintain the security and confidentiality of all **CJI** in accordance with the **CJIS Security Policy**.
- b. Use secure cloud services (e.g.: **AWS GovCloud**), secure APIs (e.g.: **Axon API**), and secure platforms (e.g.: **Evidence.com**) to process and store CJI, as reflected in the Software Bill of Materials.
- c. Monitor and review all security controls regularly to ensure compliance with CJIS

standards.

- d. Respond to any data breaches or security incidents following discovery, and notify the Agency within 24 hours of detection without unreasonable delay.

**B. The Agency agrees to:**

- a. Provide the Vendor with accurate and up-to-date **body cam footage, CAD data**, and other required records, generally through Application Programming Interface (API) access to the agency's DEMS and CAD systems.
- b. Ensure that data provided to the Vendor is accurate and up to date.
- c. Cooperate fully in the investigation of any security incidents or breaches involving shared CJJ.
- d. Designate a point of contact (POC) for all communication related to this MOU and the security of CJJ.
- e. Ensure all personnel involved in data exchange with the Vendor have completed appropriate CJIS Security Awareness Training.

**7. DATA OWNERSHIP**

The Agency retains sole ownership of all data provided to or generated by the Vendor, including but not limited to body camera footage, police reports, and metadata ("Agency Data"). The Vendor shall have no rights to use Agency Data for any purpose beyond the scope of this MOU, including but not limited to training AI models, marketing, or sharing with third parties, except as expressly authorized by the Agency in writing.

**8. INTELLECTUAL PROPERTY RIGHTS**

- A. The Agency owns all intellectual property rights to outputs generated from Agency Data, including police reports and templates.
- B. The Vendor retains ownership of its software and AI models but grants the Agency a non-exclusive, royalty-free license to use the software and outputs during the term of this MOU.

**9. DATA EXPORT, MIGRATION, AND RETENTION**

- A. The Vendor shall provide the Agency with the ability to export all Agency Data retained by the Vendor in a usable, industry-standard format at any time during the term of this MOU.
- B. The Vendor shall also provide the Agency with system migration support.
- C. The Agency may configure the retention period for Agency Data stored by the Vendor, in compliance with applicable laws and Agency policies.

**10. SECURE DELETION UPON TERMINATION**

Upon termination of this MOU, the Vendor shall securely delete all Agency Data, including backups, from its systems and those of any subcontractors within thirty (30) days, in compliance with CJIS Security Policy standards. The Vendor shall provide written certification of secure deletion to the Agency within 10 days of completion.



## **11. SUBCONTRACTOR OBLIGATIONS**

The Vendor shall ensure that all subcontractors or third parties processing Agency Data comply with the terms of this MOU. The Vendor shall notify the Agency in writing of any new subcontractors at least thirty (30) days prior to their engagement.

## **12. SECURITY REQUIREMENTS**

All actions under this MOU will be conducted at an unclassified level. No classified information will be exchanged. Both parties shall adhere to the CJIS Security Policy's data handling, encryption, and access control requirements. The Vendor shall notify the Agency of any security incidents involving Agency Data within 24 hours of discovery. This MOU shall be reviewed annually for CJIS compliance.

## **13. AUDIT AND MONITORING RIGHTS**

The Agency may conduct audits of the Vendor's systems, processes, and records related to Agency Data, with reasonable notice, to verify compliance with this MOU and applicable laws. The Vendor shall cooperate fully with such audits.

## **14. FUNDING**

Each party will fund its own activities unless otherwise agreed in writing. This MOU does not involve the transfer of funds and is subject to budgetary approval and availability.

## **15. CONFIDENTIALITY**

- A. "Confidential Information" means all Agency Data, and any proprietary information of the Agency or Vendor that is designated as confidential or reasonably understood to be confidential given its nature or disclosure circumstances.
- B. To the extent permissible under law, the Vendor shall not disclose or use Confidential Information for any purpose beyond the performance of this MOU without the Agency's prior written consent.
- C. The Vendor shall protect Confidential Information in compliance with the CJIS Security Policy.
- D. If the Vendor is compelled by law to disclose Confidential Information, it shall provide the Agency with prior written notice (to the extent legally permissible) and reasonable assistance, at the Vendor's cost, to contest or limit disclosure.
- E. The Agency may seek injunctive relief for any breach or threatened breach of this section, in addition to other remedies.
- F. This section survives termination of this MOU.

**16. INDEMNIFICATION**

The Vendor shall defend, indemnify, and hold harmless the Agency, its officers, and employees from any claims, damages, or liabilities arising from: (a) the Vendor's negligence, breach of this MOU, data breaches, or non-compliance with applicable laws; or (b) allegations of infringement or misappropriation of a third party's patent, copyright, trade secret, or other intellectual property right arising from the Agency's use of the Vendor's software consistent with this MOU.

**17. INSURANCE REQUIREMENTS**

The Vendor shall maintain cyber liability insurance with a minimum coverage of \$3,000,000 per incident and general liability insurance with a minimum coverage of \$2,000,000 per incident, naming the Agency as an additional insured. The Vendor shall provide proof of coverage annually.

**18. NON-EXCLUSIVITY**

This MOU is non-exclusive, and the Agency may engage other vendors for similar services without restriction.

**19. INDEPENDENT CONTRACTOR**

The parties are independent contractors, and nothing in this MOU is intended to or shall create any agency, partnership or joint venture relationship between them.

**20. ASSIGNMENT**

Neither party may assign this MOU or its rights or obligations without the other party's prior written consent, including in connection with mergers, consolidations, or reorganizations.

**21. ENTIRE AGREEMENT**

This MOU, together with any separate licensing agreement executed by the parties, constitutes the entire agreement between the Agency and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements. This MOU may not be modified without the written consent of both parties.

**22. DISPUTE RESOLUTION**

Any disagreements between the parties regarding this MOU will be resolved through direct consultation between the parties. If resolution is not achieved, either party may escalate the dispute.

**23. GOVERNING LAW AND VENUE**

This MOU 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.

#### **24. FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performance under this MOU for causes beyond their reasonable control and occurring without their fault or negligence, including, but not limited to, acts of God, acts of government, civil unrest, natural disasters, epidemic, pandemic, war, or fires ("Force Majeure Event"). In the event of any such Force Majeure Event, the affected party shall give written notice within five (5) days of the Force Majeure Event to the other party and shall use commercially reasonable efforts to promptly mitigate any delay in performance of this MOU.

Further, either party may terminate this MOU without liability to the other if a Force Majeure Event continues substantially uninterrupted for a period of sixty (60) days or more, with written notice to the other party.

Provided however, that if a party is reasonably able to continue its performance under the MOU in a manner that is not significantly detrimental, despite the occurrence of a Force Majeure Event, such party shall continue to comply with its obligations under this MOU.

The party claiming relief under the force majeure clause must demonstrate that they took all reasonable steps to mitigate or avoid the Force Majeure Event and its consequences, and must notify the other party as soon as possible of the steps taken to mitigate or avoid it.

#### **25. EXHIBITS**

The following exhibits are attached hereto and are incorporated herein by reference.

- a. Exhibit "A" Including Attachment "A-1". Project Description and/or Scope of Services
- b. Exhibit "B". Term and Time of Completion
- c. Exhibit "C". Compensation

In the event of any conflict between the terms of Exhibits "A", "B", "C", and this MOU, the terms of this MOU shall prevail, including the commencement and expiration dates provided in Section 4.

#### **26. THIRD PARTIES**

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this MOU shall not be considered "third parties."

**27. AMENDMENT**

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

**28. COMPLIANCE WITH LAWS**

Vendor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this MOU, including without limitation all environmental laws, and employment laws.

**29. SURVIVAL**

The following sections shall survive any termination or expiration of this MOU: Section 7 (Data Ownership), Section 8 (Intellectual Property Rights), Section 9 (Data Export, Migration, and Retention), Section 10 (Secure Deletion Upon Termination), Section 15 (Confidentiality), Section 16 (Indemnification), Section 17 (Insurance Requirements), and Section 22 (Dispute Resolution).

**FOR THE AGENCY:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**FOR THE VENDOR:**

Name: Daniel Francis

Title: Chief Executive Officer

Date: 8/22/2025 | 2:19 PM PDT

Signature:  \_\_\_\_\_

  
ABED8CF35EEF48C...  
Diane Strickfaden, Risk  
Manager

## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

The Agency , in partnership with Vendor, shall launch a pilot program to assess the capabilities of Abel AI report writing platform for deployment by the Agency Police Department (RBPD). The pilot program shall evaluate the platform's ability to generate police reports from body-worn camera (BWC) footage and computer-aided dispatch (CAD) data to improve report-writing efficiency.

#### Scope of Services

##### 1. Performance Monitoring and Evaluation

- a. Vendor shall provide comprehensive training for both end-users and administrators on the operation of the system
- b. Monthly check-in meetings shall be conducted between Vendor representatives and RBPD's designated project lead (a Lieutenant to be identified).
- c. These sessions shall review report accuracy and reliability, user feedback, and error trends.
- d. Vendor shall assist RBPD with establishing a formal protocol for assessing efficiency improvements, such as time spent on report writing.
- e. Vendor shall perform all services and obligations as outlined in the Vendor's Software Licensing Proposal dated May 19, 2025, attached hereto as Attachment "A-1" and incorporated by this reference, including but not limited to, the pilot program, key features, security features, and next steps.

##### 2. Support and Issue Resolution

- a. Vendor shall implement a structured troubleshooting protocol to ensure the timely resolution of technical issues and system malfunctions.
- b. Vendor shall provide documentation, user support, and system migration assistance as needed.

##### 3. Evaluation Criteria

The pilot shall be evaluated using the following key performance indicators (KPIs)

- a. Accuracy: Percentage of generated reports that require minimal or no correction by officers.
- b. Time Savings: Reduction in average time spent on report writing per incident compared to pre-pilot baselines.
- c. Adoption and Ease of Use: Officer willingness to use the system, as measured by participation rates and post-pilot surveys.
- d. Error Resolution: Timeliness and effectiveness of troubleshooting efforts in response to identified issues.
- e. Operational Reliability: System uptime and responsiveness during use in the field.

This pilot program supports RBPD's ongoing efforts to enhance field efficiency and streamline documentation processes while maintaining the highest standards of data security and integrity.

The Vendor agrees to:

- a. Maintain the security and confidentiality of all CJI in accordance with the CJIS Security Policy;
- b. Use secure cloud services (e.g.: AWS GovCloud), secure APIs (e.g.: Axon API), and secure platforms (e.g.: Evidence.com) to process and store CJI, as reflected in the Software Bill of Materials;
- c. Monitor and review all security controls regularly to ensure compliance with CJIS standards;
- d. Respond to any data breaches or security incidents following discovery; and
- e. Notify the Agency within 24 hours of detection without unreasonable delay

B. The Agency agrees to:

- a. Provide the Vendor with accurate and up-to-date body cam footage, CAD data, and other required records, generally through Application Programming Interface (API) access to the agency's DEMS and CAD systems;
- b. Ensure that data provided to the Vendor is accurate and up to date;
- c. Cooperate fully in the investigation of any security incidents or breaches involving shared CJI;
- d. Designate a point of contact (POC) for all communication related to this MOU and the security of CJI; and
- e. Ensure all personnel involved in data exchange with the Vendor have completed appropriate CJIS Security Awareness Training.


**ATTACHMENT "A-1"**  
**LICENSING PROPOSAL**

See attached licensing proposal.



# ABEL

## SOFTWARE LICENSING PROPOSAL

<b>Date</b>	May 19, 2025
<b>Agency</b>	 Redondo Beach, CA

### What is Abel?

Abel takes police body camera footage and turns it into completed police reports. Currently American law enforcement officers spend a substantial amount of each of their shifts writing reports - reducing that amount of time to only the minimally necessary to ensure accuracy would increase police effectiveness and availability. This helps departments have more time to engage the community, prevent violent crime, and do the things that matter most to each individual community.

### Key Features of Abel:

- Abel fills out both the police report fields and the narrative of your reports
- Multimodal AI that understands body camera images, audio, and video
- Capable of extracting information out of identification documents in videos
- Custom transcription model that handles multiple speakers, background noise, and 80 languages
- Integrates with your existing BWC provider so that reports are ready 15 min after officers finish recording the scene
- Abel works with your existing CAD/RMS, and no data migrations are required

### Security Features of Abel:

- CJIS compliant, all data is encrypted in transit and at rest
- Data is stored on secure Microsoft/AWS government cloud
- Agencies can configure how long reports are stored

“Abel took what is normally a 45 minute report and made it a 10 minute report”  
- Officer Perez, Richmond PD



## Cost Proposal:

Abel prices our technology based on agency needs and anticipated case volume and aims to keep pricing simple. Abel does not operate off of a wholesale model, but instead allows agencies to purchase the number of *seats* they believe they will need, one seat for each officer who will use Abel. Each officer with Abel access can create an unlimited number of reports per month.

Abel SKUs	
Stand Alone (Narrative Only)	\$60/seat/month
RMS Integration (Face Sheets & Narrative)	\$100/seat/month

*\* Cancelable after 6 months with 30 days' notice without penalty*

PILOT	
Trial	Free

*\* Optional pilot may commence as soon as practical at the monthly license fee shown, while commitment to go through the procurement process is ongoing, not to exceed 90 days.*

## Next Steps:

Redondo Beach PD to review and determine number of pilot seats

- Additional product demonstrations are available as needed.
- Visit [AbelPolice.com](http://AbelPolice.com) for features.

Abel to conduct a no-cost site visit to discuss process and technical implementation, provide training, and discuss product changes and additional features.

Implementation of pilot product (full feature)

Training and support as needed.

## Where Can I Learn More About Abel?

Full features and interactive demonstrations are available online via [www.AbelPolice.com](http://www.AbelPolice.com)

**Order:** Pilot

**Price:** \$0

**Terms:** 10 officers for 3 months

**Start Date:** May 30, 2025



**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_



**ABEL**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

## **EXHIBIT "B"**

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

**Term.** This Agreement shall commence on September 3, 2025, and shall continue through December 2, 2025, unless otherwise terminated as herein provided.

**EXHIBIT "C"**  
**COMPENSATION**

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

- A. **COMPENSATION AMOUNT.** Vendor shall not be compensated under this MOU as this is a zero cost pilot program.
- B. **METHOD OF PAYMENT.** If applicable, Vendor shall provide invoices to the Agency for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to the Agency. Vendor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** Intentionally omitted.
- D. **NOTICE.** Written notices to the Agency and the Vendor shall be given by registered or certified mail, postage prepaid, and addressed to or personally served on the following parties.

Vendor: Darius Labs, Inc.  
188 King Street, Unit 502  
San Francisco, CA. 94107  
Attention: Lucia Castro

Agency: City of Redondo Beach  
Redondo Beach Police Department  
401 Diamond Street  
Redondo Beach, CA 90277  
Attention: Finance Analyst

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2025

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

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

<b>PRODUCER</b> Vouch Insurance Services, LLC Vouch Specialty Insurance Services, LLC 3739 Balboa St, #1073 San Francisco, CA 94121	<b>CONTACT NAME:</b> John Wallace <b>PHONE (A/C. No. Ext):</b> (415) 488-6728 <b>E-MAIL ADDRESS:</b> COIs@vouch.us	<b>FAX (A/C. No):</b> (415) 366-2758
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Darius Labs Inc. 188 King Street Unit 502 San Francisco, US-CA 94107	<b>INSURER A:</b> State National Insurance Company <b>NAIC #</b> 12831	
	<b>INSURER B:</b> United Specialty Insurance Company <b>NAIC #</b> 12537	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HDG.BOP.24.WOUH-QYYU	12-14-2024	12-14-2025	EACH OCCURRENCE \$4,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000						
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$EXCLUDED
							GENERAL AGGREGATE \$8,000,000
							PRODUCTS - COMP/OP AGG \$8,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	See Additional Remarks Schedule						

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

See Additional Remarks Schedule

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers 415 Diamond St Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Vouch Insurance Services, LLC		<b>NAMED INSURED</b> Darius Labs Inc. 188 King Street Unit 502 San Francisco, US-CA 94107	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Businessowners Policy HDG.BOP.24.WOUH-QYYU includes a waiver of subrogation for any person or organization that Darius Labs Inc. enters into a written contract with and such contract requires the coverage provided by the endorsement (BP 04 97).

Additional Insured endorsement (BP 04 48) issued for: City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers (effective 06/04/2025).

Provided, however, City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers is an additional insured only to the extent that liabilities fall within obligations of Darius Labs Inc. to indemnify such additional insured pursuant to a written agreement.

Insurer B: HDG.CEM.24.YG9Q-MBAW, Effective 12/14/2024 - 12/14/2025  
 Policy Aggregate Liability Limit: \$1,000,000  
 Cyber Aggregate Liability Limit: \$1,000,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/06/2025

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

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

<b>PRODUCER</b> Vouch Insurance Services, LLC Vouch Specialty Insurance Services, LLC 3739 Balboa St, #1073 San Francisco, CA 94121	<b>CONTACT NAME:</b> John Wallace <b>PHONE (A/C. No. Ext):</b> (415) 488-6728 <b>E-MAIL ADDRESS:</b> COIs@vouch.us	<b>FAX (A/C. No.):</b> (415) 366-2758	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Darius Labs Inc. 188 King Street Unit 502 San Francisco, US-CA 94107	<b>INSURER A:</b> State National Insurance Company		<b>NAIC #</b> 12831
	<b>INSURER B:</b> United Specialty Insurance Company		12537
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HDG.CPP.25.E9W3-SHJH	06-09-2025	06-09-2026	EACH OCCURRENCE \$5,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000						
	MED EXP (Any one person) \$10,000						
	PERSONAL & ADV INJURY \$3,000,000						
							GENERAL AGGREGATE \$5,000,000
							PRODUCTS - COMP/OP AGG \$5,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HDG.CPP.25.E9W3-SHJH	06-09-2025	06-09-2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	See Additional Remarks Schedule						

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

See Additional Remarks Schedule

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers 401 Diamond St, Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Vouch Insurance Services, LLC		<b>NAMED INSURED</b> Darius Labs Inc. 188 King Street Unit 502 San Francisco, US-CA 94107	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Commercial Package Policy HDG.CPP.25.E9W3-SHJH includes a waiver of subrogation for any person or organization that Darius Labs Inc. enters into a written contract with and such contract requires the coverage provided by the endorsement (CG 24 53).

Additional Insured endorsement (PROP CG 1005 04 21) issued for: City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers (effective 08/06/2025).

Provided, however, City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers is an additional insured only to the extent that liabilities fall within obligations of Darius Labs Inc. to indemnify such additional insured pursuant to a written agreement.

Insurer B: HDG.CEM.25.PIFB-K5UP, Effective 07/02/2025 - 07/02/2026  
 Policy Aggregate Liability Limit: \$3,000,000  
 Cyber Aggregate Liability Limit: \$3,000,000





AMENDMENT

This amendment (“Amendment”) is effective as of the date of signature of the last party to sign as indicated below (“Amendment Effective Date”), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 (“Tyler”) and the City of Redondo Beach, with offices at 415 Diamond Street, Redondo Beach, California 90277-2836 (“Client”).

WHEREAS, Tyler and the Client are parties to an agreement dated May 30, 2024 (“Agreement”); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Third Party Services set forth in Exhibit 1 to this amendment are hereby added to the Agreement at no cost to the Client as of the Amendment Effective Date. The term for such service shall align to the existing SaaS term under the Agreement.
2. The Third Party Services added to the agreement pursuant to this amendment are subject to the Equifax workforce Solutions Employment Verification Terms of Service, as indicated in the Comments section of Exhibit 1.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Redondo Beach

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

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

Name: Tina Mize \_\_\_\_\_

Name: \_\_\_\_\_

Title: General Counsel, Public Administration \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Redondo Beach, California.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as [Exhibit C](#).
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as [Exhibit E](#).
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as [Schedule 1](#) to [Exhibit C](#).
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at [Exhibit D](#).
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 Tyler employees performing services under this Agreement shall undergo regular industry standard training to ensure the security and integrity of our SaaS Services.
- 6.3 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. As of the Effective Date, the third-party data center used by Tyler is Amazon Web Services which employs data encryption at rest and in transit using current industry standard encryption technology. Tyler will use commercially reasonable efforts to provide at least one (1) year's notice in the event we change data centers. Any third-party data centers used to provide SaaS Services for this Agreement will have comparable or better data security, including encryption. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.4 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers. Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel, and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide

implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with reasonable access to the software to perform remote services. We will, with your consent, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

## **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we



complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not dispute as described above within fifteen (15) days of notice of our intent do so.

## **SECTION F – TERM AND TERMINATION**

1. **Term.** The initial term of this Agreement is equal to three (3) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. SaaS Fees during this initial term will be capped at a three percent (3%) increase year over year. Following the expiration of the initial term, this Agreement will renew automatically for an additional two (2) year renewal term, unless terminated in writing by either party at least sixty (60) days prior to the end of the initial term. SaaS Fees for this two year renewal term will be capped at a five percent (5%) increase year over year. Subsequent renewal terms will be for one (1) year and will renew automatically unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. SaaS Fees for all subsequent renewal terms (years six (6) and on) will be at our then-current SaaS Fees. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
3. **Data Upon Termination.** Upon your request in connection with the termination or expiration of this Agreement, and upon at least sixty (60) days advance notice, we will provide you with a copy of your

Data in the original format or other such format as may be mutually agreed upon residing in our databases used for SaaS Services.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### **2. General Indemnification.**

- 2.1 To the extent permitted by applicable law, Tyler will indemnify and hold harmless Client and its officers, directors, employees, and agents from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) arising out of or related to:
  - 2.1.1 Tyler's violations of the confidentiality provisions of Section H(17) of this Agreement;
  - 2.1.2 Personal injury or property damage to the extent caused by our negligence or willful misconduct; or
  - 2.1.3 Our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement.

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. We will not agree to a settlement that requires you to perform or abstain from any action (including but not limited to making a payment) without your consent, not to be

unreasonably withheld, and we will not agree to any other settlement without giving you advance notice thereof and a reasonable opportunity to provide feedback on that proposed settlement, which feedback we will consider in good faith.

2.2 To the extent permitted by applicable law, Client will indemnify and hold harmless Tyler and its officers, directors, employees, and agents from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) arising out of or related to:

- 2.2.1 Any breach of this Agreement by Client, including breaches of data security resulting from willful misconduct of Client;
- 2.2.2 Personal injury or property damage to the extent caused by Client's negligence or willful misconduct.

We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000 per claim and \$2,000,000 in the aggregate; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$2,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will

automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences

for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party;
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law;
  - (e) is disclosed due to any rule, order, referral, or request of Client's City Council, provided, however, that you give us prompt notice prior to any disclosure; or
  - (f) is disclosed pursuant to the Client's customary contract approval process; provided, however, that while the Agreement and documents specifically incorporated herein as outlined in Section H(24) of this Agreement and any of its amendments, may be disclosed, any other documents related to this Agreement, including but not limited to Tyler's Proposal in response to the Client's Request for Proposal, require prompt notice to Tyler prior to any disclosure.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services

hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

***\*signature block follows\****

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

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

Name: Tina Mize

Title: Group General Counsel

Date: 5/15/2024 | 1:29 PM CDT

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

City of Redondo Beach, California

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

Name: James A. Light

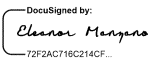
Title: Mayor

Date: 5/30/2024 | 4:32 PM PDT

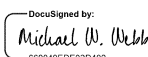
Address for Notices:

City of Redondo Beach  
415 Diamond Street  
Redondo Beach, California 90277  
Attention: Mike Cook

ATTEST:

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

APPROVED AS TO FORM:

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

Approved:

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





**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Karen Grosset  
 Quote Expiration: 11/04/24  
 Quote Name: City of Redondo Beach - ERP - SaaS Consolidated  
 Quote Description: SaaS Summarized  
 SaaS Term: 1.00

**Sales Quotation For:**

**Shipping Address:**

City of Redondo Beach  
 415 Diamond St  
 Redondo Beach CA 90277-2836

**Tyler SaaS and Related Services**


Description	Qty	Imp. Hours	Annual Fee
Additional SaaS Hosting Fees	1	0	\$ 254,874.00
<b>TOTAL</b>		<b>0</b>	<b>\$ 254,874.00</b>

**Professional Services**

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Service Fees	1	\$ 67,944.00	\$ 0.00	\$ 67,944.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 67,944.00</b>	<b>\$ 0.00</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 254,874.00
Total Tyler Services	\$ 67,944.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 67,944.00</b>	<b>\$ 254,874.00</b>
<b>Contract Total</b>	<b>\$ 322,818.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:  \_\_\_\_\_ Date: 5/30/2024 | 4:32 PM PDT

Print Name: James A. Light P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

**Comments**

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. SaaS Fees during this initial term (years one (1) through three (3)) will be capped at a three percent (3%) increase year over year. Upon expiration of the initial term, SaaS Fees for the first two-year renewal term (years four (4) and five (5)) will be capped at a five percent (5%) increase year over year. Subsequent renewal terms (years six (6) and on) will be for one (1) year and will be at our then-current SaaS Fees.
2. **Other Tyler Software and Services.**
  - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
  - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available. For the avoidance of doubt, as of the Effective Date, no travel, including any related travel expenses, is under this Agreement.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit

for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).





**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

#### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

#### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



## Exhibit D Third Party Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



**Exhibit E**  
**Statement of Work**

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SaaS Migration Project Plan

Task	Timeframe	Responsible	Status	Completed
Create Hosted Environments Live, Train Test (mu#### for any use of datacenter accounts)	week of	Tyler		
request Bomgar jump client (will need MSSHosting and printer info from on-prem)	week of build	Tyler		
Discuss Active Directory Management/Tyler ID ADFS/Azure (2019.1 and higher)	prior to build	client/Tyler		
Send Tyler Identity Options for Authentication	month prior to build	Tyler		
Send SMTP Worksheet	2wks prior to build	Tyler		
Determine Authentication and complete setup/upload to KiteWorks	2wks prior to build	client		
Configure SMTP Server (email)	wk prior to build	client/Tyler		
Establish and Deploy Communication Plan for Sharing SaaS Migration Plans with Endusers	prior to week of SaaS environment build	client		
If SaaS migration includes an environment at an upgraded Munis Version; load any DIA code from the MIU and run the Upgrade Preparation Utility and then the DIA for all versions from current to new. Clear any data conditions.	prior to SaaS environment build	client		
DO/Ready Forms Migration Munis 11.3 and higher	Needs to be done as part of Flip if not already completed	Tyler/client		
Discuss naming convention for SaaS User Names and/or SQL Reporting and Cashiering Accounts using ####username. Total 20 character limitation including SaaS#. Reporting accounts or SaaS AD	prior to week of SaaS environment build	client		
Install ThinPrint Client and add Forms Printers LESS-VPN	prior to build	client		
Upload Printer Template to KiteWorks LESS-VPN	prior to build	client		
Configure Printers in Munis SaaS Environments	week of SaaS environment build	Tyler		
If SaaS Flip includes Upgrade create static on-prem env of same date as build	week of Build	client		

## SaaS Migration Project Plan

Discuss, configure and test any 3rd party integrations, file transfers, Windows Scheduler or Munis Scheduler processes to or from Munis, SSI processes, etc	ongoing	Tyler/client
Schedule CAFR move to Tyler hosted	Tyler	
Cloud Admin and SaaS Authorization Review		Tyler
Complete and Upload SaaS Authorization Form		client
Configure Admin Users in Cloud Admin as per SaaS Authorization Form	during overview of Cloud Admin	Tyler/client
Discuss connectivity and use of software VPN (secure.tylertech.com) Reporting access		Tyler
create Cashiering and Reporting Accounts	after build	Tyler/client
Test Cashiering	after build	client
Test Reporting Access	after build	client
TEST SaaS MSS applications	after build	client
MIU Process: Hosted Execution Plan and Scheduler Configuration (review)		Tyler
Create ODBC connection and Set Data Source (Crystal Reports)	after SaaS environment build	client
Discuss My Saved Reports and File Transfer Program for File access	after SaaS environment builds	Tyler/client
Test Printers, Tyler Forms Pocesesses, TCM attach/retrieve.	after SaaS environment build	client
<b>SCHEDULE PRINT TEST DAY</b>		
Update Login Passwords for Hosted Environments & Confirm Accessibility for all Munis users	after SaaS environment build	client
Test SMTP Server Mail Relay	after SaaS environment build (possibly during Tyler Forms Test Day)	client
Determine data freeze time for <i>date</i>	by week prior to cut to live	client
Review Migrated Users and Add or Disable as needed. Assure New Users Exist in client Munis Env.	ongoing	client
Follow-up review of Cloud Admin with Roles in place from Questionnaire	ongoing	client/Tyler

SaaS Migration Project Plan

Game Plan for Cut to Live Week	week of	Schedule
Verify all endusers exist in Cloud Admin and Munis, have changed passwords and can access hosted environments		client
Verify <i>any remaining endusers</i> are able to run day-to day processes as it relates to printing, archiving, retrieving, forms printing and use of 3rd party integrations related to their work		client
If SaaS migration includes an environment at an upgraded Munis Version; load any DIA code from the MIU and run the Upgrade Preparation Utility and then the DIA for all versions from current to new. Clear any new data conditions.		client
If SaaS Flip includes Upgrade determine if roles will be saved for SaaS Version		
Confirm data freeze time for grabbing backup		client
Communicate NO ACCESS to all Munis environments from data freeze on ##/##/## to Deployment Engineer communicates cut to live completion on ##/##/##		client
Communicate/remind endusers of process for resetting passwords as well as updating theirs when due to expire (90 interval)		client
<b>client SaaS Cut to Live</b>		<b>Tyler</b>

**FIRST AMENDMENT TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND DISABILITY ACCESS CONSULTANTS, LLC**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES (“First Amendment”) is made between the City of Redondo Beach, a chartered municipal corporation (“City”) and Disability Access Consultants, LLC, a California limited liability company (“Consultant” or “Contractor”)

WHEREAS, on October 1, 2024, the parties hereto originally entered into the Agreement for Consulting Services between the City and Consultant (the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement and increase the Consultant’s maximum total compensation.

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

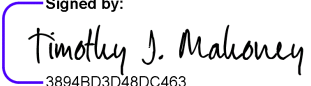
1. TERM. Exhibit “B” of the Agreement is hereby amended to add Exhibit “B-1”, which extends the Agreement through September 30, 2026. Exhibit “B-1” is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit “A” in accordance with the schedule set forth in Exhibit “B-1”.
2. COMPENSATION. Exhibit “C” of the Agreement is hereby amended to add Exhibit “C-1”, which increases the maximum total compensation payable to Consultant by \$34,700, setting a new compensation limit of \$69,400. Exhibit “C-1” is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit “A”.
3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 16<sup>th</sup> day of September, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

DISABILITY ACCESS CONSULTANTS, LLC,  
a California limited liability company

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

Signed by:  
  
By: \_\_\_\_\_  
Name: Timothy J. Mahoney  
Title: Managing Member

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

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



## **EXHIBIT "B-1"**

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

**TERM:** The term of this Agreement shall be extended through September 30, 2026 ("Term"), unless otherwise terminated as herein provided.

**EXHIBIT "C-1"**  
**COMPENSATION**

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

A. **AMOUNT.** Consultant shall be paid for the services described in Exhibit "A" of the Agreement in accordance with the following fixed monthly fees and rate schedule.

Task	Fixed Monthly Fee As Needed	Contract Term Not to Exceed Total
1. ADA Support Services	\$1,000	\$24,000
2. ADA self-evaluation and transition plan documentation, planning and update services	\$1,350	\$32,400
3. Accessibility Services	As needed, billed at the hourly rates specified in the table set forth below	As needed, billed at the hourly rates specified in the table set forth below

Title	Off-site Hourly Rate	On-site Hourly Rate
Project Manager	\$170	\$190
Senior Director of Accessibility Services & CASp	\$170	\$190
General Manager	\$120	\$140
Director of Administrative Services	\$120	\$140
Director of Accessibility Services & CASp	\$130	\$150
Accessibility Specialists	\$110	\$110
Information Technology Specialist, if requested	\$110	\$110

B. **EXPENSES.** Consultant shall be reimbursed for expenses in accordance with the following schedule. This includes:

Expenses	Amount
Travel: For distances exceeding 50 miles one way, reimbursement will be based on the IRS mileage rate.	IRS mileage rate

No expense above \$500 shall be reimbursed unless authorized in writing by the City prior to incurring the expense. In no event shall the total reimbursable expenses

exceed \$3,000 during the term of the Agreement, as amended by this First Amendment.

City approval of subcontractor is subject to Section 18 of the Agreement.

- C. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation, including reimbursable expenses exceed \$69,400 during the term of the Agreement, as amended by this First Amendment.
- D. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices, in arrears, covering services performed during the prior month, to the City for approval and payment. Invoices shall include the following:
1. Date of service.
  2. Description of tasks performed and services provided.
  3. Applicable hourly rates, total hours worked for each staff title, and subtotal.
  4. If applicable, subcontractor costs.
  5. Description of any reimbursable expenses incurred.
  6. Copies receipts or supporting documentation for any expenses.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and attach copies of receipts to substantiate expense requests, subcontractor invoices, and any prior written authorization of the City for expenses and subcontractors. Consultant may be required to provide back-up material upon request.

- E. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within 30 days of receipt of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.
- F. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email or personally served, and addressed to the following parties.

Consultant: Disability Access Consultants, LLC  
2862 Olive Highway, Suite D  
Oroville, CA 95966  
Attention: Barbara Thorpe  
Email: bthorpe@dac-corp.com

City: City of Redondo Beach  
415 Diamond Street, Engineering Division  
Redondo Beach, CA 90277  
Attention: Lauren Sablan, City Engineer  
Email: Lauren.Sablan@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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/28/2025
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**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

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

<b>PRODUCER</b> AssuredPartners of Minnesota LLC 2685 Long Lake Road St. Paul MN 55113	<b>CONTACT NAME:</b> Stacie Schwartzbauer <b>PHONE (A/C, No, Ext):</b> (651) 644-7200 <b>FAX (A/C, No):</b> (651) 644-9137 <b>E-MAIL ADDRESS:</b> stacie.schwartzbauer@assuredpartners.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Employers Mutual Casualty Co</td> <td>21415*</td> </tr> <tr> <td><b>INSURER B:</b> The Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td><b>INSURER C:</b> QBE Insurance Company</td> <td>796-11515</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Employers Mutual Casualty Co	21415*	<b>INSURER B:</b> The Sentinel Insurance Company	11000	<b>INSURER C:</b> QBE Insurance Company	796-11515	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>															
<b>INSURED</b> Disability Access Consultants, LLC 2862 Olive Highway Suite D Oroville CA 95966															

**COVERAGES**                                  **CERTIFICATE NUMBER:** 3/1/25-26                                  **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BBB4018-26	03/01/2025	03/01/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
PRODUCTS - COMP/OP AGG	\$ 2,000,000							
							\$	
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y		6M6-29-93-26	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6J62993	03/01/2025	03/01/2026	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <span style="float: right;">Y / N</span> If yes, describe under DESCRIPTION OF OPERATIONS below <span style="float: right;"><input type="checkbox"/> Y    <input type="checkbox"/> N / A</span>			41 WBC BN8TGY	03/01/2025	03/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liab/E&O - Claims Made Retro Date: 9-9-1999			130000005	03/01/2025	03/01/2026	Each Claim	\$5,000,000
							Aggregate	\$5,000,000
							Deductible	\$25,000

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

Excess Liability – StarStone Specialty Insurance Company - \$4,000,000 limit, Effective 3/1/25-3/1/26, Policy# CSX00346561P-00 over General Liability, Auto Liability, Workers Compensation, and Professional Liability

The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are additional insureds. 30 day cancellation applies.

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Redondo Beach 415 Diamond Street Redondo Beach CA 90278	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b>  </p>
---	--

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

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT OR AGREEMENT**

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

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

## COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

**Section I – Covered Autos** Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

#### C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### D. EMPLOYEE HIRED AUTOS

##### 1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### 2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

#### F. SUBSIDIARIES AS INSURED

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

#### G. SUPPLEMENTARY PAYMENTS

**Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4)** are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### I. TOWING

**Section III – Physical Damage Coverage, A.2. Towing** is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

#### J. LOCKSMITH SERVICES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

#### K. TRANSPORTATION EXPENSES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

#### L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

**Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss"** are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

#### M. HIRED AUTO PHYSICAL DAMAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:



If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **N. AUTO LOAN OR LEASE COVERAGE**

**Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

#### **O. PERSONAL PROPERTY OF OTHERS**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

#### **P. PERSONAL EFFECTS COVERAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

#### **Q. EXTRA EXPENSE FOR STOLEN AUTO**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

#### **R. RENTAL REIMBURSEMENT**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
- b. 30 days.

4. Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred; or
- b. \$75 per day, subject to a \$2,250 limit.

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

**S. AIRBAG COVERAGE**

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**T. NEW VEHICLE REPLACEMENT COST**

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

**U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

**V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

**W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

**X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

**Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

**Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Z. MENTAL ANGUISH**

**Section V – Definitions, C.** is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**AA. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT OR AGREEMENT**

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND  
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. “Your work” for the additional insured and included in the “products – completed operations hazard”.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to “bodily injury,” “property damage” and “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

**Primary and Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**E.** All other terms and conditions of this policy remain unchanged.

## Commercial General Liability Policy Declarations

### Endorsement Schedule

Form	Edition Date	Description/Additional Information	Premium
CG 00 01	04 13	Commercial General Liability Coverage Form	
CG 00 69	12 23	Exclusion - Violation of Law Addressing Data Privacy	
CG 02 00	01 18	Illinois Changes - Cancellation And Nonrenewal	
CG 02 20	12 24	Florida Changes - Cancellation And Nonrenewal	
CG 20 11	12 19	Additional Insured - Managers Or Lessors Of Premises Designation Of Premises (Part Leased To You) - Location 1: 23025 N 15th Ave Ste 204, Phoenix, AZ 85027 Name of Person(s) or Organization(s) (Additional Insured) - ALBANY ROAD DEER VALLEY FOUR LLC	
CG 21 06	12 23	Exclusion- Access or Disclosure of Confidential or Personal Material or Information	
CG 21 16	04 13	Exclusion - Designated Professional Services Description of Professional Services - Consultant	
CG 21 32	05 09	Communicable Disease Exclusion	
CG 21 67	12 04	Fungi Or Bacteria Exclusion	
CG 21 70	01 15	Cap On Losses From Certified Acts Of Terrorism	
CG 21 76	01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	

Date of Issue: 02/04/2025

Form	Edition Date	Description/Additional Information	Premium
CG 22 88	04 13	Professional Liability Exclusion - Electronic Data Processing Services And Computer Consulting Or Programming Services	
CG 40 15	12 19	Cannabis Exclusion With Hemp Exception	
CG 40 32	05 23	Exclusion-Perfluoroalkyl and Polyfluoroalkyl Substances	
CG 40 35	12 23	Exclusion - Cyber Incident	
CG 70 01A	10 12	General Liability Schedule	
CG 70 03	10 13	GL Quick Reference (Occurrence)	
CG 71 74.3	10 13	Additional Insured - Owners, Lessees Or Contractors - Automatic Status When Required In Construction Contract Or Agreement Including Completed Operations - Primary And Noncontributory	
CG 74 29	11 98	Amendment - Aggregate Limits Of Insurance (Per Project)	
CG 75 78	02 19	General Liability Elite Extension	
CG 75 78.4	04 19	General Liability Elite Extension-Florida	
CG 77 44	01 22	Asbestos Exclusion	
CG 83 18	12 23	Cyber Incident and Data Privacy Exclusion Endorsement Advisory Notice to Policyholders	
CG 99 09	12 19	Premium Audit Noncompliance Charge Audit Noncompliance Charge Factor 1 Number of Written Attempts To Obtain Audit Information 2	

Date of Issue: 02/04/2025

Form	Edition Date	Description/Additional Information	Premium
		Reassessment Charge 0	
IL 00 17	11 98	Common Policy Conditions	
IL 00 21	09 08	Nuclear Energy Liability Exclusion Endorsement	
IL 01 47	09 11	Illinois Changes - Civil Union	
IL 01 62	10 13	Illinois Changes - Defense Costs	
IL 02 58	04 21	Arizona Changes - Cancellation And Nonrenewal	
IL 02 62	02 24	Georgia Changes - Cancellation And Nonrenewal	
IL 02 70	07 20	California Changes - Cancellation And Nonrenewal	
IL 70 04	03 20	Mutual Policy Provisions	
IL 71 31A	04 01	Commercial Policy Endorsement Schedule	
IL 71 68	01 22	Asbestos Exclusion	
IL 72 13	02 23	Employment Practices Liability Insurance Coverage Endorsement	
IL 72 15	06 19	Employment Practices Liability Coverage Exclusion	
IL 73 13	07 11	Countersignature Endorsement	

Date of Issue: 02/04/2025



Form	Edition Date	Description/Additional Information	Premium
IL 73 38	05 15	<p>Notice Of Cancellation Provided By Us - Designated Entity</p> <p>Name of Entity - THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY Mailing Address - 8081 MOODY ST, LA PALMA Number of Days Notice - 30</p> <p>Name of Entity - THE CITY OF LA HABRA, ITS ELECTED OFFICIALS, OFFICE Mailing Address - 110 EAST LA HABRA BLVD, LA HABRA, CA 90631 Number of Days Notice - 30</p> <p>Name of Entity - CITY OF UPLAND Mailing Address - 460 N EUCLID AVE, UPLAND, CA 91786 Number of Days Notice - 30</p> <p>Name of Entity - CITY OF SAN MATEO, IT'S ELECTED AND APPOINTED Mailing Address - 330 WEST 20TH AVE, SAN MATEO, CA 94403 Number of Days Notice - 30</p> <p>Name of Entity - DEPARTMENT OF PUBLIC WORKS CITY OF PASADENA Mailing Address - 100 N GARFIELD AVE, PASADENA CA 91101 Number of Days Notice - 30</p> <p>Name of Entity - CITY OF REDONDO BEACH Mailing Address - 415 DIAMOND STREET, REDONDO BEACH, CA 90278 Number of Days Notice - 30</p>	
IL 74 47	05 15	<p>Notice Of Cancellation Provided By Us To Person(S) Or Organization(S) With Whom You Have Agreed In A Written Contract Or Agreement</p>	
IL 76 18	10 99	<p>Florida Company Elimination Endorsement</p>	

Date of Issue: 02/04/2025

<b>Form</b>	<b>Edition Date</b>	<b>Description/Additional Information</b>	<b>Premium</b>
IL 76 21	04 16	Illinois Company Elimination Endorsement	
IL 80 62	07 16	To The Policyholder	
IL 83 83.2A	12 20	Disclosure Pursuant To Terrorism Risk Insurance Act	\$22.00
IL 83 84A	01 08	Notice	
IL 85 76	10 17	Important Notice To Policyholders	

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

**GENERAL LIABILITY ELITE EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

**A. EXPECTED OR INTENDED INJURY**

**Section I – Coverage A**, Exclusion **a.** is amended as follows:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of an insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**B. NON-OWNED WATERCRAFT**

**Section I – Coverage A**, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
  - (a) Less than 60 feet long; and
  - (b) Not being used to carry person(s) or property for a charge;

**C. EXTENDED PROPERTY DAMAGE COVERAGE**

**Section I – Coverage A**, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

<b>SCHEDULE</b>	
<b>Limits Of Insurance</b>	<b>Deductible</b>
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of “property damage” to property in the care, custody and control of or property loaned to an insured as the result of any one “occurrence”, regardless of the number of:
  - (1) insureds;
  - (2) claims made or “suits” brought;
  - (3) persons or organizations making claims or bringing “suits”.

The aggregate limit listed above is the most we will pay for all damages because of “property damage” to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of “property damage” to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one “occurrence”, only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or “suit” to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

**D. PROPERTY DAMAGE – ELEVATORS**

**Section I – Coverage A.2. Exclusions** paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

## E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

## F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

## G. SUPPLEMENTARY PAYMENTS

**Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d.** are replaced by the following:

**1.b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## H. SUBSIDIARIES AS INSURED

**Section II – Who Is An Insured** is amended to add the following:

**1.f.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

## I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

**1. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

**2.** As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by any vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

**(h)** "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or

**(ii)** Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**(2)** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**f.** Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**g.** Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

**(1)** This insurance does not apply to:

**(a)** Any "occurrence" which takes place after you cease to lease that land; or

**(b)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**h.** Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**i.** Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

**(1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**(a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(b)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**(2)** "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
  - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

**Section II – Who is an Insured, Paragraph 2.a. (1)** is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

**K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE**

**Section II – Who is an Insured, Paragraph 2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

**L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Who Is An Insured, Paragraph 3.a.** is replaced by the following:

**3.a.** Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

**M. DAMAGE TO PREMISES RENTED TO YOU**

**Section III – Limits of Insurance, Paragraph 6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

**N. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance, Paragraph 7.** is replaced by the following:

**7.** Subject to Paragraph **5.** above, \$10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions** Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim, applies only when the “occurrence” or offense is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An “executive officer” or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An “executive officer” or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.

**P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions** Paragraph 4. **Other Insurance** is amended to add the following:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions** Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV – Commercial General Liability Condition** Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. “Your work” included in the “products-completed operations hazard”.

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

**S. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**T. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND DISABILITY ACCESS CONSULTANTS, LLC**

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

The parties hereby agree as follows:

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

\* \* \* \* \*

**GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

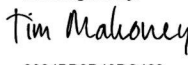
*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 1<sup>st</sup> day of October, 2024.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

DISABILITY ACCESS CONSULTANTS, LLC,  
a California limited liability company

DocuSigned by:  
  
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James A. Light, Mayor

DocuSigned by:  
  
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By: Tim Mahoney  
Name: Tim Mahoney  
Title: Managing Member


ATTEST:

APPROVED:

DocuSigned by:  
  
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Eleanor Manzano, City Clerk

DocuSigned by:  
  
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Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:  
  
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Michael W. Webb, City Attorney

## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### I. CONSULTANT'S DUTIES

Consultant shall perform the following tasks to assist the City in complying with the Americans with Disabilities Act ("ADA"), Title 24 of the California Building Code ("CBC") and other relevant laws and regulations (collectively "Project").

##### A. TASKS

Consultant shall assist City staff with the overall construction management, and construction inspection for the Project and coordinate communications between the City and the City's designated Project contractor (the "Project Contractor") as set forth herein.

##### 1. ADA Support Services

Consultant shall:

- a. Review City's accessibility public accommodations requests upon the City's request.
- b. Review accommodation solutions and options, such as braille, teletypewriter, or American Sign Language interpreters.
- c. Review and assist City with responding to accessibility complaints or grievances.
- d. Review notices and postings that fail to meet ADA requirements, and provide the City with the revisions to ensure compliance.
- e. Review the City's accessibility policies, procedures and practices for City's consideration and use, and recommend updates where they do not comply with ADA standards.
- f. Review the City's accommodation statements and policies, and propose updates to ensure ADA compliance.
- g. Review City's grievance policy and procedures, and make updates to meet ADA standards.
- h. Review and update the City's accessibility training practices.
- i. Assist with audits, inquiries, and responses from Caltrans, Federal Highway Administration, United States Department of Housing and Urban Development, and CDBG.
- j. Review City's website and report on compliance with Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards.

2. ADA self-evaluation and transition plan documentation, planning and update services

In alignment with the ADA coordinator responsibilities, Consultant shall assist and collaborate with the City to ensure that the City's current ADA self-evaluation and transition plan remains as follows:

- a. Provide ongoing review and implementation strategies, evaluation and tools to assist the City in developing and updating the City's transition plan.
- b. Provide quarterly consultation report on the completed barrier removal and planned updates.
- c. Perform monthly updates to the transition plan within the DACTrak Accessibility Management Software, including the recording of the completed barrier removal dates.
- d. Provide an annual summary and report of progress.

3. Accessibility Services

Consultant shall:

- a. Review public accommodations.
- b. Review and provide recommendations for projects, including but not limited to, new construction projects, remodeling projects and providing input on project plans and specifications.
- c. Train staff as requested by the City.
- d. Review construction design standards and make recommendations for revisions.
- e. Conduct on-site accessibility inspections.
- f. Provide other ADA and accessibility related consulting services, as requested.

## **EXHIBIT "B"**

### **SCHEDULE FOR COMPLETION**

**TERM.** The term of this Agreement shall commence on October 1, 2024 and continue through September 30, 2025 ("Term"), unless otherwise terminated as herein provided.

**EXHIBIT "C"**  
**COMPENSATION**

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

A. **AMOUNT.** Consultant shall be paid for the services described in Exhibit "A" in accordance with the following fixed monthly fees and rate schedule.

Task	Fixed Monthly Fee	Contract Term Total
1. ADA Support Services	\$1,000	\$12,000
2. ADA self-evaluation and transition plan documentation, planning and update services	\$1,350	\$16,200
3. Accessibility Services	As needed, billed at the hourly rates specified in the table set forth below	As needed, billed at the hourly rates specified in the table set forth below

Title	Off-site Hourly Rate	On-site Hourly Rate
Project Manager	\$170	\$190
Senior Director of Accessibility Services & CASp	\$170	\$190
General Manager	\$120	\$140
Director of Administrative Services	\$120	\$140
Director of Accessibility Services & CASp	\$130	\$150
Accessibility Specialists	\$110	\$110
Information Technology Specialist, if requested	\$110	\$110

B. **EXPENSES.** Consultant shall be reimbursed for expenses in accordance with the following schedule. This includes:

Expenses	Amount
Travel: For distances exceeding 50 miles one way, reimbursement will be based on the IRS mileage rate.	IRS mileage rate

No expense above \$500 shall be reimbursed unless authorized in writing by the City prior to incurring the expense. In no event shall the total reimbursable expenses exceed \$3,000.

City approval of subcontractor is subject to Section 18 of the Agreement.

C. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation, including reimbursable expenses exceed \$34,700.

D. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices shall include the following:

1. Date of service.
2. Description of tasks performed and services provided.
3. Applicable hourly rates, total hours worked for each staff title, and subtotal.
4. If applicable, subcontractor costs.
5. Description of any reimbursable expenses incurred.
6. Copies receipts or supporting documentation for any expenses.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and attach copies of receipts to substantiate expense requests, subcontractor invoices, and any prior written authorization of the City for expenses and subcontractors. Consultant may be required to provide back-up material upon request.

E. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within 30 days of receipt of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.

F. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

Consultant: Disability Access Consultants, LLC  
2862 Olive Highway, Suite D  
Oroville, CA 95966  
Attention: Barbara Thorpe

City: City of Redondo Beach  
415 Diamond Street, Engineering Division  
Redondo Beach, CA 90277  
Attention: Lauren Sablan, Acting City Engineer

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

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



## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONSULTANTS

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

#### Deductibles and Self-Insured Retentions

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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

## EXHIBIT "E"

### AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.

<b>Created by</b>	Gabby Yetten
<b>Contact Phone</b>	(646) 715-5529
<b>Contact Email</b>	gyetten@cleargov.com

<b>Order Date</b>	Jun 23, 2025
<b>Order valid if signed by</b>	<b>Sep 8, 2025</b>

Customer Information					
<b>Customer</b>	City of Redondo Beach	<b>Contact</b>	Mayor Jim Light	<b>Billing Contact</b>	Jesse Reyes
<b>Address</b>	415 Diamond Street	<b>Title</b>	Mayor	<b>Title</b>	Capital Projects Program Manager
<b>City, St, Zip</b>	Redondo Beach, CA 90277	<b>Email</b>	jim.light@redondo.org	<b>Email</b>	Jesse.Reyes@redondo.org
<b>Phone</b>	(310) 697-3653			<b>PO # (If any)</b>	

The Services you will receive and the Fees for those Services are...			
<b>Set up Services</b>		<b>Tier/Rate</b>	<b>Service Fees</b>
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions		Tier 4	\$ 9,000.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions		Tier 4	\$ (4,950.00)
<b>Total ClearGov Setup Service Fee - Billed ONE-TIME</b>			<b>\$ 4,050.00</b>
<b>Subscription Services</b>		<b>Tier</b>	<b>Service Fees</b>
ClearGov Capital Budgeting - Civic Edition		Tier 4	\$ 23,400.00
Bundle Discount: Modules (10%)		Tier 4	\$ (2,340.00)
<b>Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE</b>			<b>\$ 21,060.00</b>

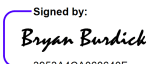
ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
<b>Setup</b>	Sep 8, 2025	Sep 8, 2025	ClearGov Setup Services
<b>Initial</b>	Sep 8, 2025	Sep 7, 2026	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Sep 8, 2025	\$4,050.00	One Time Setup Fee
Sep 8, 2025	\$21,060.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
<b>Valid Until</b>	<b>Sep 8, 2025</b>	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
<b>Payment</b>	<b>Net 30</b>	All invoices are due Net 30 days from the Customer's receipt of invoice.
<b>Rate Increase</b>	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
<b>Customer Satisfaction Guarantee</b>	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
<b>Statement of Work</b>	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.

<b>Taxes</b>	The Service Fees and Billing amounts set forth above in this ClearGov Service Order <b>DO NOT</b> include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
<b>Term &amp; Termination</b>	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
<b>Agreement</b>	This ClearGov Service Order inclusive of the terms and conditions set forth in the attached BCM Service Agreement which is hereby incorporated by this reference, shall become binding upon execution by both Parties. Customer's signature below affirms its commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order. By signing, Customer also acknowledges that it has read and agrees to the terms and conditions, both of this ClearGov Service Order and the incorporated BCM Service Agreement. Both this ClearGov Service Order and the incorporated BCM Service Agreement shall supersede any prior oral or written understanding, including but not limited to, the terms and conditions set forth in the following URL: <a href="http://www.ClearGov.com/termsand-conditions">http://www.ClearGov.com/termsand-conditions</a> . In the event of any conflict between the terms set forth in this ClearGov Service Order and those in the attached BCM Service Agreement, the terms and conditions of this ClearGov Service Order shall prevail.

Customer	
<b>Signature</b>	
<b>Name</b>	Mayor James A. Light
<b>Title</b>	Mayor

ClearGov, Inc.	
<b>Signature</b>	Signed by:  3B53A4CA060640E
<b>Name</b>	Bryan A. Burdick
<b>Title</b>	President

**Please e-mail signed Service Order to [Orders@ClearGov.com](mailto:Orders@ClearGov.com) or Fax to (774) 759-3045**

Order type (ClearGov internal use only)			
<b>Select Order Type for this Service Order</b>	XS	<b>If XS: Original Service Order Date</b>	10/5/23

# Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

## ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

## Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



This ClearGov BCM Service Agreement (the “**Agreement**”) is made and entered into by and between ClearGov, Inc. (“**ClearGov**”), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a “**Party**” and collectively the “**Parties**”). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the “**ClearGov Service Order(s)**”). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

- 1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
- 1.1) “**Account**” means an access point for the ClearGov Service that requires registration by the Customer.
  - 1.2) “**ClearGov API**” means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
  - 1.3) “**ClearGov Apps**” means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively

subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.

- 1.4) “**ClearGov Data**” means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
- 1.5) “**ClearGov Service**” means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
- 1.6) “**ClearGov Web Site**” means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
- 1.7) “**Customer PDF**” means one or more PDF files of Customer’s digital documents created by Customer using the ClearGov Apps.
- 1.8) “**Customer Data**” means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.
- 1.9) “**Customer State**” means the state, commonwealth or territory in which the Customer is located.
- 1.10) “**Customer Web Site**” means any Web site owned and operated by Customer.
- 1.11) “**Documentation**” means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) “**Sensitive Data**” means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) “**Software**” means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

## 2) Service Usage & Licenses.

- 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer’s own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any

activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.

2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:

- a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
- b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and

### 3) Term and Termination.

- 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
  - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice thereof.
  - b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.
- 3.3) Obligations. Upon expiration or termination of this Agreement:
  - a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
  - b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to

any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and

- c) Any outstanding fees shall become due and payable within 30 days of termination, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

### 4) Fees and Billing.

- 4.1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

### 5) Intellectual Property.

- 5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) Data Ownership and License.
  - a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer

Data as contemplated by this Agreement.

- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
  - c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the sole purpose of providing the ClearGov Service to Customer.
- 5.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any

item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

#### **6) Representations, Warranties, Indemnification and Liability.**

- 6.1) **By ClearGov.** ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.
- 6.2) **By Customer.** Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) **By Both.** ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) **Indemnification by ClearGov.** At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "**Claim**") arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or

regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.

- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE

PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

## **7) Confidentiality.**

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this

Agreement.

- 7.3) The term “**Confidential Information**” shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws, F) disclosed due to any rule, order, referral, or request, including without limitation any rule, order, referral, or request of Client’s City Council; or G) disclosed as part of the Client’s customary contract approval process
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party’s Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

**8) Miscellaneous.**

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties’ complete, integrated expression of the terms of

their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.

- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer’s name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer’s name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer’s prior written consent.
- 8.5) Insurance. ClearGov shall maintain throughout the term of this Agreement, commercial general liability insurance, cybersecurity insurance, product liability insurance auto liability insurance, and Worker’s Compensation insurance (as required by California law) in amounts that are not less than those set forth in the attached certificate of insurance, which are consistent with industry standards.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having

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jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

- 8.8) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/15/2025

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 115 Federal St Boston MA 02210  License#: BR-1791411	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 617-646-0400													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td><b>INSURER B:</b> Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td><b>INSURER C:</b> Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td><b>INSURER D:</b> Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Twin City Fire Insurance Company	29459	<b>INSURER B:</b> Hartford Accident and Indemnity Company	22357	<b>INSURER C:</b> Hartford Fire Insurance Company	19682	<b>INSURER D:</b> Federal Insurance Company	20281	<b>INSURER E:</b>		<b>INSURER F:</b>
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<b>INSURER F:</b>															
<b>INSURED</b> Clear Gov Inc 2 Mill & Main Place Suite 630 Maynard MA 01754  License#: BR-1791411 CLEARINC-12															

### COVERAGES

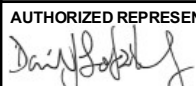
CERTIFICATE NUMBER: 105507717

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE   <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY   <input type="checkbox"/> PRO-JECT   <input type="checkbox"/> LOC OTHER:			08SBAAA4458	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			08SBAAA4458	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>   <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b>   <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED   <input checked="" type="checkbox"/> RETENTION \$ 10,000			08SBAAA4458	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	08WECAW0KLB	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE   <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/Professional Liab			08 TE 0378622-25	1/1/2025	1/1/2026	limit 2,000,000
D	Directors & Officers			J06773333	1/1/2025	1/1/2026	limit 1,000,000
D	Fiduciary Liability			J06779591	1/8/2025	1/1/2026	limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Coverage: DATA BREACH - DEFENSE & LIABILITY | Policy# 08SBAAA4458 | Limit - \$100,000

<b>CERTIFICATE HOLDER</b>  Evidence of Coverage	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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ACORD





# Administrative Report

H.6., File # 25-0512

Meeting Date: 9/2/2025

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

## **TITLE**

APPROVE THE PLANS AND SPECIFICATIONS FOR THE RESIDENTIAL STREET REHABILITATION PROJECT, CYCLE 2, PHASE 5, JOB NO. 40190, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS

## **EXECUTIVE SUMMARY**

The Residential Street Rehabilitation Program is a multi-year capital improvement program to maintain the City's roadway surfaces that is delivered in phases and receives annual funding in the City's capital budget. The CIP budget also includes other projects that have been funded to address pavement maintenance. To minimize construction costs and deliver capital improvement projects efficiently, the following projects have been included in the bid package for the Residential Street Rehabilitation Project, Cycle 2, Phase 5, Job No. 40190 (Project), for solicitation:

- Residential Street Rehabilitation, Job No. 40190
  - Residential streets identified for rehabilitation for Cycle 2, Phase 5
- Deferred Maintenance Streets, Job No.41300
  - Adjacent to Cycle 2, Phase 5 streets
- Emerald Street Resurfacing between Juanita to Lucia, Job. No.41410
- 1 Traffic Calming Improvements, Job No. 40470
  - Bulb-outs on Emerald at Irena Avenue and at Juanita Avenue
  - 1 Median island improvements at the intersection of Ripley, Huntington, and Perkins Lanes
- Alleyways Resurfacing Pavement Condition Index (PCI) 25 or less, Job No. 41370
  - Alley east of Maria Ave between Del Amo Street and Diamond Street
  - 1 Alleys north of 190th Street and adjacent to Firmona Ave

The plans and specifications for the Project are ready for competitive bidding and are available for review at the Plans and Specifications Review Area located behind the Engineering permit counter at City Hall. The Engineer's estimate for construction for the Project is \$4,000,000. The total project cost is estimated to be \$5,100,000, when including a standard ten percent contingency and costs for construction management and inspection. The total estimated cost is within available budget. Construction is expected to begin in the Winter of 2025 and take one hundred working days to complete.

## **BACKGROUND**

The Residential Street Rehabilitation Program is an on-going Capital Improvement Program established to complete the regular resurfacing and repair of residential streets. The cyclical implementation of the program increases the life of the existing pavement and improves the ride of the streets. This program supports the City's Strategic Plan Goal 3.1 to *Rehabilitate City Roads and Critical Public Facilities*.

The City is required to conduct a pavement condition survey every three years in order to meet the reporting requirements of GASB 34 and to qualify for use of Proposition C and Measure R Local Return funding for the rehabilitation of City streets. In 2020, streets were surveyed citywide. On September 15, 2020, the City Council discussed the City of Redondo Beach 2020 Pavement Management System (PMS) Report and approved the residential streets that were recommended to be treated over the next few years with the goal to increase the City's overall PCI to 75. The Project includes the streets selected for the final year of the 2020 PMS report. Funding for the year-three streets (now project - cycle 5, phase 2) was first appropriated in FY 2023.

With the marked increase in inflation and the regional/national cost of construction, the City is unable to meet the goal of a PCI of 75 by 2027, as it would require an unaffordable average investment of \$11.5M per year. A more realistic goal is a Citywide average PCI of 70, but this will also be challenging given inflation and the static or even decreasing availability capital funding sources.

To minimize construction costs and disruption to residents, additional projects that were funded as part of the FY 2025-26 CIP, are near the selected residential streets, and/or require the same rehabilitation methods, have been added to the Project plans. These include the deferred maintenance streets identified in Districts 3 and 4, the portion of Emerald Street between Prospect Avenue and North Juanita Avenue, bulb-outs on Emerald Street at Irena Avenue and at Juanita Avenue, median island improvements at the intersection of Ripley, Huntington, and Perkins Lanes, Lilienthal Lane Improvements from Ripley Lane to Ives Lane, the portion of North Juanita Avenue between Emerald Street and Spencer Street, the alley east of Maria Ave between Del Amo Street and Diamond Street, and the alleys north of 190th Street and adjacent to Firmona Ave. A map of streets included in the project is attached to this report.

The plans and specifications for the Project are now complete and ready for City Council approval and authorization of competitive bidding. The solicitation process should be complete in October 2025, with an anticipated contract award to follow. Construction of the Project is expected to begin in December/January and last 100 working days.

### **COORDINATION**

The Project has been coordinated within the Public Works Department.

### **FISCAL IMPACT**

The Engineer's total cost estimate for the Project is \$5,100,000. Funding is available in the CIP Budget through the following project accounts:

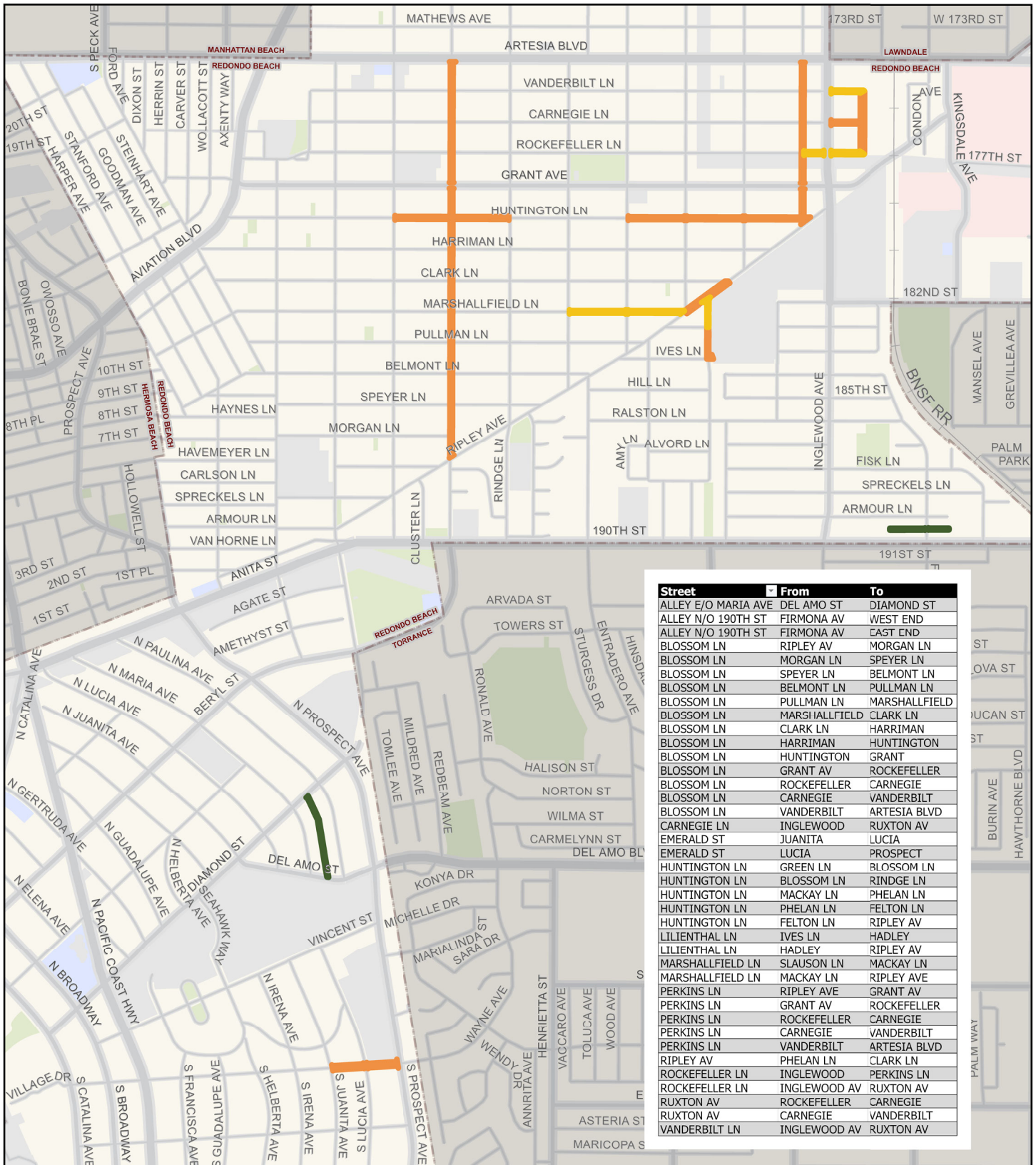
	<b>Funding</b>	<b>Expenditures</b>
Residential Street Rehab Project #40190	\$3,200,000	Constr. Estimate \$ 4,000,000
Emerald - Juanita to Lucia Project #41410	\$194,088	Residential Deferred
Maintenance Project #41300	\$750,000	Contingency (10%) \$ 400,000
Alleyway Resurfacing Project #41370	\$305,912	Inspection and CM \$ 500,000
Traffic Calming Project #40470	<u>\$650,000</u>	<u>Project Management \$ 200,000</u>
<b>Total</b>	<b>\$5,100,000</b>	<b>Total \$5,100,000</b>

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Project Map



1 inch = 1,500 feet

## Residential Street Rehabilitation Project

### Cycle 2, Phase 5

### Job No. 40190



7/31/2025

- Residential Rehab Segment
- Alleyway Deferred Maintenance Segment
- Deferred Maintenance Segment



# Administrative Report

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H.7., File # 25-0950

Meeting Date: 9/2/2025

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

## **TITLE**

APPROVE FUNDING AGREEMENT (#9200000000M460114) WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) TO REIMBURSE THE CITY FOR PREDESIGN COSTS ASSOCIATED WITH THE AVIATION BOULEVARD PEDESTRIAN SAFETY ENHANCEMENTS PROJECT

## **EXECUTIVE SUMMARY**

The Los Angeles County Metropolitan Transportation Authority (Metro) Board approved funding for concept analysis, design development, and construction of a possible project to address Aviation Boulevard Pedestrian Safety Enhancements. Following Metro's approval, staff began feasibility and preliminary design work on the Project. The analysis and pre-design work concluded that the Project would not be feasible at this time. Accordingly, City staff asked Metro to prepare the Funding Agreement to reflect reimbursement for the design phase (plans, specifications and estimate) of the Project only. Approval of the Funding Agreement would allow the City to be reimbursed for up to \$125,000 of eligible expenses incurred to design and research the feasibility of the Project. No additional work is scheduled to be performed on the Aviation Blvd. Pedestrian Safety Enhancements Project.

## **BACKGROUND**

The project concept and grant application were developed in response to requests by some area residents (pedestrians, transit users) that the City look into installing additional controlled intersections for pedestrians and bicyclists crossing Aviation Blvd. between Artesia Blvd. and Manhattan Beach Blvd. The City applied for, and received, a funding award from Metro under its Measure M competitive grant program for \$1,500,000 for the exploration and construction of the Project, if feasible. The Project concept included the addition of two additional marked crossings along Aviation Blvd. to possibly enable safer east-west pedestrian and micromobility crossings and to allow the public to more easily access bus transit stops in the area without lengthy detours. The City hired a consultant to perform preliminary design and feasibility analyses.

Notably, Aviation Blvd. lies on the boundary between the cities of Redondo Beach and Manhattan Beach. Manhattan Beach was supportive of Redondo's effort to explore conceptual designs, gather public opinion, and to perform feasibility analyses, as it had the potential to further the region's Bicycle Master Plan and the Local Travel Network.

Following preliminary design of the Project, community feedback was solicited from Manhattan and

Redondo Beach residents. The public input received was mixed and the design options were determined to be technically infeasible.

As there is not a suitable design to move forward with the Project, Metro prepared a \$125,000 funding agreement (rather than a \$1,500,000 agreement) that covers design development (plans, specifications, and estimates) only. The remainder of the original \$1,500,000 award will be de-allocated and circulated to other eligible Measure M projects. Approval of the funding agreement is required to ensure the City is reimbursed for the consulting work performed to date. Reimbursement for the predesign work will conclude the City's Project efforts.

**COORDINATION**

Staff from the Public Works' Engineering Services Division have worked with their counterparts in the City of Manhattan Beach to address public outreach and technical feasibility matters. The City Attorney's Office approved the agreement as to form.

**FISCAL IMPACT**

The total allocation of Regional Measure M funds to the City in the agreement is \$125,000. The funding does not require a local match. Funds are paid to the City on a cost-reimbursement basis after work is performed. For this Project, the City's hired consultant performed \$73,964 of preliminary analysis and design work. The City will be reimbursed for these costs following execution of the proposed funding agreement.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Measure M Funding Agreement #9200000000M460114 with the Los Angeles County Metropolitan Transportation Authority

## MEASURE M FUNDING AGREEMENT MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement (“FA”) is made and entered into effective as of July 16, 2024 (“Effective Date”), and is by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and City of Redondo Beach (“GRANTEE”) for Pedestrian Enhancements on Aviation Blvd, LACMTA Project ID# MM4601.14 (the “Project”). This Project is eligible for funding under Line 50 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the “Ordinance”), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as “Measure M” and became effective on July 1, 2017.

WHEREAS, the funding set forth herein does not fund the entire Project to completion. This FA is intended to fund only Plans, Specifications, and Estimates (PS&E).

WHEREAS, the LACMTA Board, at its September 28, 2023 meeting, programmed \$125,000, in Measure M Funds to GRANTEE for PS&E, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$125,000 in Measure M Funds in Fiscal Year (FY) 2024-25. The total designated for PS&E of the Pedestrian Enhancements on Aviation Blvd is **\$125,000**.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Intentionally omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report
9. Attachment E – Bond Requirements
10. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stephanie Wiggins  
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696  
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696  
Date: 2025.07.24 16:34:22 -08'00'

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy

GRANTEE:

City of Redondo Beach

By: \_\_\_\_\_ Date: \_\_\_\_\_  
James A. Light  
Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joy A. Ford  
City Attorney

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eleanor Manzano  
City Clerk



**PART I**  
**SPECIFIC TERMS OF THE FA**

1. Title of the Project (the "Project"): Pedestrian Enhancements on Aviation Blvd – Plans, Specifications and Estimates (PS&E) of the Project. LACMTA Project ID# MM4601.14.
2. Grant Funds:
  - 2.1 Programmed Funds for this Project consist of Measure M Funds.
  - 2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of \$125,000 (the "Funds") for the Project. LACMTA Board of Directors' action of September 28, 2023 granted the Measure M Funds for the Project. The Funds are programmed over one (1) year for Fiscal Year (FY) 2024-25.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA may withhold **five percent (5%)** of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the

Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/Expenditure Report is attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment E** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

10. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment F**, if any.

11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the

terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Annie Chou  
LACMTA Project Manager  
Mail Stop: 99-23-3  
Phone: (213) 418.3453  
Email: [choua@metro.net](mailto:choua@metro.net)

13. GRANTEE's Address:

City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Jesse Reyes  
Capital Projects Program Manager  
Phone: 310.697.3171  
Email: [jesse.reyes@redondo.org](mailto:jesse.reyes@redondo.org)

**PART II**  
**GENERAL TERMS OF THE FA**

1. **TERM**

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:  
[ACCOUNTSPAYABLE@METRO.NET](mailto:ACCOUNTSPAYABLE@METRO.NET) (preferable)

or

mail to:

**Los Angeles County Metropolitan Transportation Authority**  
**Accounts Payable**  
**P. O. Box 512296**  
**Los Angeles, CA 90051-0296**

All invoice material must contain the following information:

Re: LACMTA Project ID# MM4601.14 and FA# 9200000000M460114  
Annie Chou; Mail Stop 99-23-3

#### 4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with

the Regional ITS Architecture. Attachment F, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to [www.laconnect-it.com](http://www.laconnect-it.com) to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see [www.metro.net](http://www.metro.net) for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see [http://media.metro.net/projects\\_studies/call\\_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf](http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf)

## 5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at <http://media.metro.net/uploads/EBB/ Vendor Portal Registration.pdf>. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

## 6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six (6) months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service (IRS), as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

## 7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

## 8. SOURCES AND DISPOSITION OF FUNDS



8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

## 9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the

- first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
  - (iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
  - (iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and
  - (v) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
  - (vi) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

## 10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

## 11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so

directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

## 12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

### 13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

**ATTACHMENT A -PROJECT FUNDING**

Measure M MSP - Transportation System & Mobility Improvements Program (Line 50) - Funding Agreement Projects - FA#: 9200000000M460114

Project Title: Pedestrian Enhancements on Aviation Blvd    Project ID#: MM4601.14

**PROGRAMMED BUDGET - SOURCES OF FUNDS**

SOURCES OF FUNDS	Prior Years	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	Total Budget	% of Budget
<b>LACMTA PROGRAMMED FUNDING</b>								
MEASURE M MSP FUNDS				\$ 125,000			\$ 125,000	
<b>SUM PROG LACMTA FUNDS</b>	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ 125,000	<b>100%</b>
<b>OTHER NON LACMTA FUNDING:</b>								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
<b>SUM NON-LACMTA FUNDS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>0</b>
<b>TOTAL PROJECT FUNDS</b>	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ 125,000	<b>100%</b>

**ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure M MSP - TS&MI Program - Funding Agreement Projects - FA#: 9200000000M460114  
 Project Title: Pedestrian Enhancements on Aviation Blvd Project ID#: MM4601.14

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE M MSP FUNDS:</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E			\$60,000	\$65,000					\$125,000
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
<b>Total MEASURE M</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$125,000</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$125,000</b>
<b>OTHER NON LACMTA FUNDING:</b>									
<b>LOCAL: [INSERT SOURCE]</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
<b>Total LOCAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATE: [INSERT SOURCE]</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
<b>Total STATE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>FEDERAL: [INSERT SOURCE]</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
<b>Total FEDERAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PRIVATE: [INSERT SOURCE]</b>									\$0
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
<b>Total PRIVATE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PROJECT FUNDING FY2025-26 and FY2026-27</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$125,000</b>
<b>TOTAL LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$125,000</b>
<b>TOTAL NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PROJECT FUNDING</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$125,000</b>

**ATTACHMENT C  
SCOPE OF WORK  
CAPITAL PROJECT**

**PROJECT NAME: Pedestrian Enhancements on Aviation Boulevard**

**PROJECT LOCATION/LIMITS/AREA:**

The project is located at (2) intersections along Aviation Boulevard between Artesia Boulevard and Manhattan Beach Boulevard in the City of Redondo Beach and City of Manhattan Beach in the South Bay area.

Current proposed locations are Aviation & Voorhees and Aviation & Farrell/8<sup>th</sup> St.

**PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:**

The purpose of this project is to design controlled signalized crossings for micromobility users (bike, e-bike, NEV), pedestrians, and potentially drivers at two locations along Aviation Boulevard between Artesia Boulevard and Manhattan Beach Boulevard. Currently, this 1-mile corridor contains three equidistant traffic signals with crosswalks. Therefore, the distance between each crosswalk is a half-mile. Two new signals with crosswalks between the existing signals would decrease those distances by half. This project will design two new signals at the quarter-mile sections to decrease crossing distances for micromobility users and provide additional opportunities for safer turns along the corridor. Controlled crossings would be consistent with the adopted regional bicycle plan for both cities and the SBCCOG's Local Travel Network.

In order to obtain approvals from both cities, a focused traffic study will be performed along with community engagement to determine the type of signalization. Based on the characteristics of Aviation Boulevard, the focused traffic study will consider either controlled crosswalk signals (full signal or hybrid beacon), or enhanced uncontrolled crosswalks (rapid flashing beacon with median).

Project design will include PROWAG/ADA-compliant curb ramps and traffic signals at two locations. Project design includes new striping and signage associated with the chosen project alternative as well. At a minimum, this would include high visibility crosswalk striping. Rapid flashing beacons would include appropriate crosswalk signage per the CAMUTCD, while a controlled crosswalk signal would include signal faces to control traffic. Project will consider bulbouts if feasible.



**PROJECT FUNDING:**

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
Planning & PS&E	\$125,000	-	\$125,000
<b>TOTAL BUDGET COST</b>	<b>\$125,000</b>	<b>\$0</b>	<b>\$125,000</b>

**ESTIMATED PROJECT COSTS:**

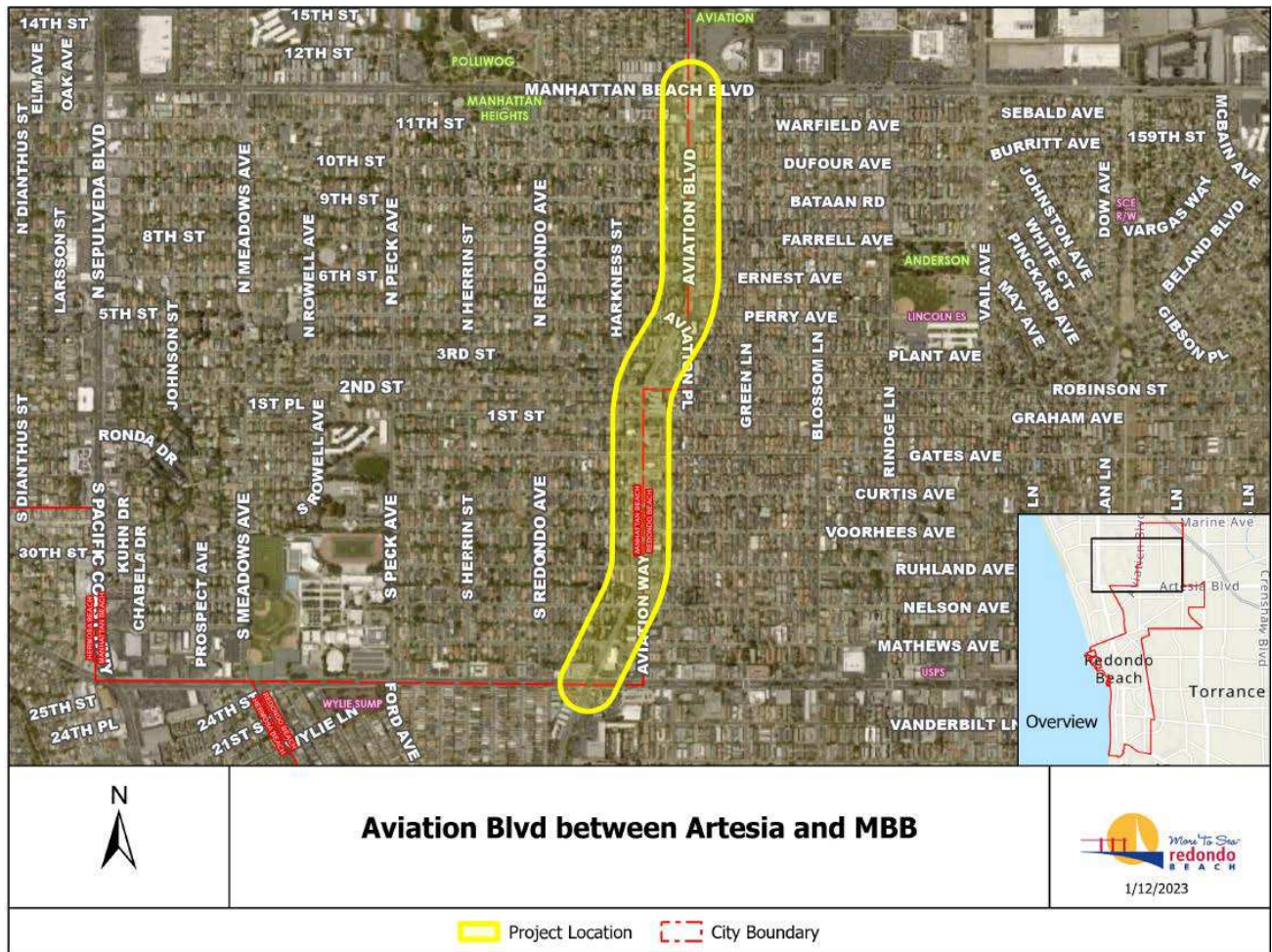
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Traffic Counts/Collection & 30% PS&E*				\$65,000
60% and 100% PS&E				\$60,000
<b>GRAND TOTAL</b>				<b>\$125,000</b>

\*The City of Redondo Beach will need to provide details of the construction once the project is 30% designed for Metro’s approval.

**PROJECT DETAILED SCHEDULE:**

Milestones	Begin	End	Duration (months)
Traffic Counts/Collection	8/1/2024	12/31/2024	6
Community Engagement and 30% PS&E*	12/1/2024	3/31/2025	4
60% and 100% PS&E	4/1/2025	10/1/2025	6

**PROJECT MAP:**



## FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

### REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager’s acceptance of the draft report, at [ACCOUNTSPAYABLE@METRO.NET](mailto:ACCOUNTSPAYABLE@METRO.NET) or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

## EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

## DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

**LACMTA FA MEASURE M ATTACHMENT D-2  
 QUARTERLY PROGRESS/EXPENDITURE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000M460114
Quarterly Report #	

**GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO  
 ACCOUNTSPAYABLE@METRO.NET**

or submit by mail to:  
 Los Angeles County Metropolitan Transportation Authority  
 Accounts Payable  
 P. O. Box 512296  
 Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

**SECTION 1: QUARTERLY EXPENSE REPORT**

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure M MSP Grant \$
<b>Project Quarter Expenditure</b>	
This Quarter Expenditure	
Retention Amount (5%)	
Net Invoice Amount (Less Retention)	
<b>Project-to-Date Expenditure</b>	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

**SECTION 2: GENERAL INFORMATION**

**PROJECT TITLE:** Pedestrian Enhancements on Aviation Blvd

**FA #:** 9200000000M460114

**QUARTERLY REPORT SUBMITTED FOR:**

**Fiscal Year :**       2023-24               2024-25               2025-26  
                                   2026-27               2027-28             

**Quarter :**               Q1: Jul - Sep               Q2: Oct - Dec  
                                   Q3: Jan - Mar               Q4: Apr - Jun

**DATE SUBMITTED:** \_\_\_\_\_

**Measure M Multi-Year Subregional Program Type:** TSMIP ( Line 50)

<b>LACMTA Project Manager</b>	Name:	ANNIE CHOU
	Phone Number:	213.418.3453
	E-mail:	<a href="mailto:CHOUA@METRO.NET">CHOUA@METRO.NET</a>

<b>Grantee Contact / Project Manager</b>	Contact Name:	JESSE REYES
	Job Title:	Capital Projects Program Manager
	Department:	PUBLIC WORKS
	City / Agency:	CITY OF REDONDO BEACH
	Mailing Address:	415 Diamond Street Redondo Beach, CA 90277
	Phone Number:	310.697.3171
	E-mail:	<a href="mailto:Jesse.Reyes@redondo.org">Jesse.Reyes@redondo.org</a>

**SECTION 3 : QUARTERLY PROGRESS REPORT**

**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental				
Design				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
<b>Total Project Duration (Months)</b>				

**2. PROJECT COMPLETION**

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
  Less than 12 months behind original schedule  
 Between 12-24 months behind original schedule
  More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
  No
  Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
  No
  Not Applicable

**3. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this quarter.

**4. PROJECT DELAY**

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

**5. ACTION ITEMS TO RESOLVE DELAY**

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

**6. UPCOMING QUARTERLY TASKS / MILESTONES**

List tasks or milestones expected to be accomplished next quarter.

**7. PLAN EXPENDITURES**



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Provide expected expenditures (estimated) for next quarter.

**SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER**

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	Invoice Reference Pg(s)	TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
<b>TOTAL</b>			\$ -

**Note:**

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

**Invoice Payment Information:**

LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at <http://media.metro.net/uploads/EBB/ Vendor Portal Registration.pdf>.  
 Written exception requests for Check Payments should be completed and emailed to Accounts Payable at [ACCOUNTSPAYABLE@METRO.NET](mailto:ACCOUNTSPAYABLE@METRO.NET).

I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_ and that to the best of my knowledge and belief the information stated in this report is true and correct.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

## ATTACHMENT E BOND REQUIREMENTS

The provisions of this Attachment E apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment E and notify LACMTA of such designations.



# Administrative Report

H.8., File # 25-1102

Meeting Date: 9/2/2025

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

## **TITLE**

APPROVE AN AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC. FOR CONSULTING SERVICES FOR ADMINISTRATION OF THE CITY'S AFFORDABLE HOUSING PROGRAM IN AN AMOUNT NOT TO EXCEED \$34,999 AND THE TERM NOVEMBER 1, 2025 TO OCTOBER 31, 2026

## **EXECUTIVE SUMMARY**

Keyser Marston Associates, Inc. (KMA), and their assigned consultant Kathe Head, has been a tremendous help to the City in monitoring various affordable housing agreements. The Inclusionary Affordable Housing Program was established to ensure owners of certain condominium developments in the City set aside a percentage of units for purchase or rent by seniors with low and moderate-incomes. The following developments participate in the City's program: Breakwater Village, The Montecito, Ruxton Place, Francisca Condominiums, Casa de los Amigos, Heritage Pointe, Seasons, 123 Catalina, and 219 Avenue I. KMA monitors these developments to ensure they remain compliant with program requirements.

## **BACKGROUND**

The Inclusionary Affordable Housing Program requires certain condominium developments to dedicate a percentage of units for low and moderate-income seniors. KMA has provided highly effective professional services to the City since 2019 and the current contract between KMA and the City is scheduled to expire on October 31, 2025. The proposed Agreement with KMA is needed to support staff in setting the maximum allowable sales price for affordable housing units, evaluating applicants looking to purchase units, preparing agreements for sales and refinancing, and drafting letters as needed addressing non-compliant behaviors amongst program participants. Staff recommends that the City Council approve the proposed Agreement with KMA, for a not to exceed amount of \$34,999 and the term November 1, 2025 to October 31, 2026.

## **COORDINATION**

This Agreement with Keyser Marston Associates, Inc. was prepared by and approved as to form by the City Attorney's Office.

## **FISCAL IMPACT**

Funding for the proposed Agreement is available through the Housing Successor Agency Fund.

## **APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Keyser Marston Associates, Inc.

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

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

The parties hereby agree as follows:

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

\* \* \* \* \*

**GENERAL PROVISIONS**

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

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

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

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



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

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

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

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

Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

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

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

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

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 2<sup>nd</sup> day of September, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

KEYSER MARSTON ASSOCIATES, INC.,  
a California corporation

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

DocuSigned by:  
  
CFA820E32CDF480...  
By: \_\_\_\_\_  
Name: Kathleen Head  
Title: President and Managing Principal

ATTEST:

APPROVED:

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

Signed by:  
  
ABED8CF35EEF48C...  
\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

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

## **EXHIBIT "A"**

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

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

Upon the City's request, Consultant shall perform disposition and financial advisory consulting services for the City, including but not be limited to, the following services.

1. Consult, assist, and advise the City with respect to marketing, financial and disposition issues.
2. Participate in formal and informal discussions and presentations with potential developers and community officials.
3. Undertake an evaluation of existing economic feasibility studies and prepare the highest and best use analysis.
4. Perform financial testing of land use and development concepts, including review of projected development cost, income, and financing for private capital.
5. Advise on alternative financing options for a public private partnership, including funding of public improvements and private investment.
6. Structure options for land disposition business terms, including reuse fair market value and reuse value, ground leases and participating land sales.
7. Assist City staff in drafting documents, including without limitation the Summary Report under Section 33433 pursuant to the California Redevelopment Law.
8. Establish an ongoing, annual monitoring process for affordable housing units that are subject to income and affordability restrictions.
9. Perform any other duties, such as affordable housing analysis.

## **EXHIBIT "B"**

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

**TERM.** This Agreement shall commence on November 1, 2025, and continue until October 31, 2026, unless otherwise terminated as herein provided. Consultant shall perform the services described herein within a time schedule as mutually agreed upon by both parties.



**EXHIBIT "C"**  
**COMPENSATION**

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

1. **AMOUNT.** Consultant shall be paid in accordance with the following hourly rate schedule.

<b>Staff Title</b>	<b>Hourly Rate</b>
Chairman, President, Managing Principals*	\$305.00
Senior Principals*	\$295.00
Principals*	\$275.00
Managers*	\$245.00
Senior Associates	\$205.00
Associates	\$185.00
Senior Analysts	\$170.00
Analysts	\$145.00
Technical Staff	\$105.00
Administrative Staff	\$90.00

\* Rates for individuals in these categories will be increased by 50% for time spent in court testimony

2. **EXPENSES.** Consultant shall be reimbursed for expenses at cost; provided however, that Consultant obtains City's prior written authorization for any individual expense exceeding \$200 and provides documentation evidencing the expenditure. Reimbursable expenses include auto mileage, parking, delivery, electronic data processing, graphics and printing, airfares, hotels and motels, meals, car rentals, and taxis. All expenses must be reasonable. Reimbursement may be denied at the City's sole discretion if those expenses are deemed unreasonable.
3. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, the total amount paid to Consultant, including reimbursable expenses shall not exceed \$34,999.
4. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices must be based on the number of hours worked, staff title, applicable billing rate, subcontractor costs (if applicable),

and expenses incurred (if applicable), in the month prior to the invoice submission. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and attach the prior written authorization of the City (if applicable) and copies of receipts to substantiate expense requests. Consultant shall provide any other back-up material upon request.

5. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of the City's receipt of the monthly invoice.
6. **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: Keyser Marston Associates, Inc.  
777 South Figueroa Street, Suite 2555  
Los Angeles, CA 90017  
Attn: Kathe Head

City: City of Redondo Beach  
Community Service Department  
1922 Artesia Blvd  
Redondo Beach, CA 90278  
Attn: Elizabeth Hause, Community Services Director

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

## 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)

11/30/2024

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

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

<b>PRODUCER</b> Symphony Risk Solutions, LLC 2425 N Central Expy Suite 900 Richardson TX 75080		<b>CONTACT NAME:</b> Halidee Callejas <b>PHONE (A/C, No, Ext):</b> (972) 864-0400 <b>E-MAIL ADDRESS:</b> hcallejas@symphonyrisk.com <b>FAX (A/C, No):</b> (972) 278-8400	
<b>INSURED</b> Keyser Marston Associates, Inc. 1299 4th Street Suite 408 San Rafael CA 94901		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Massachusetts Bay Insurance Co. NAIC # 22306 <b>INSURER B:</b> Allmerica Financial Benefit Ins. Co. 41840 <b>INSURER C:</b> Scottsdale Indemnity Company 15580 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2024-2025

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		ZDFA49104910	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll \$500 <input checked="" type="checkbox"/> Comp \$500	Y		AWFA490049	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0.00	Y		UHFA49117110	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability Retention \$50,000			EKI3550800	12/01/2024	12/01/2025	Each Claim \$2,000,000 Aggregate Limit \$4,000,000 Retro Date 11/11/1976

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

City of Redondo Beach, its officers, officials, employees and volunteers are named as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant. This insurance is primary and non-contributory. 30 day notice of cancellation/10 day for non-payment of premium

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach  
 Community Services Department  
 1922 Artesia Blvd  
 Redondo Beach CA 90278

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

**1. Additional Insured by Contract, Agreement or Permit**

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

**Additional Insured by Contract, Agreement or Permit**

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:
- The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:
1. Required by the contract, agreement or permit described in Paragraph a.; or
  2. Available under the applicable Limits of Insurance shown in the Declarations.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
2. **Additional Insured – Primary and Non-Contributory**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**
- Additional Insured – Primary and Non-Contributory**
- If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:
- If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:
- a. **Primary Insurance**
- This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:
- (1) For the sole negligence of the Additional Insured;
  - (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
  - (3) when b. below applies.
- If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.



**b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS, Definition 3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3)**, **(4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

**24.** "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

#### 6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

#### 7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

##### Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

#### 8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

#### 9. Newly Acquired Or Formed Organizations

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

#### 10. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

##### g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

#### 11. Supplementary Payments Increased Limits

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

#### 12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

#### 13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

<b>19</b>	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II – LIABILITY COVERAGE**

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or

- (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### 9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

## SECTION III – PHYSICAL DAMAGE COVERAGE

### A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

#### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

**B. Exclusions**

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

**a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

- 4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.



- b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

- 5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

#### SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

##### A. Loss Conditions

###### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

###### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### 4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

## B. General Conditions

### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

## 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own.
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

## 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
  - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

## 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

## SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured";
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.

**N.** "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

**O.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**P.** "Trailer" includes semitrailer.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2025

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

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

<b>PRODUCER</b> Leedy Nagele Associates, LLC 6198 Butler Pike Suite 145 Blue Bell PA 19422		<b>CONTACT NAME:</b> Ed Leedy <b>PHONE (A/C, No. Ext):</b> (215) 654-9422 <b>E-MAIL ADDRESS:</b> eleedy@lninsurance.com <b>FAX (A/C, No):</b> (215) 654-9411	
<b>INSURED</b> Leggins Casterline & Company LLC 247 Divinci Dr Punta Gorda FL 33950-6343		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Underwriters Insurance Company NAIC # 30104 <b>INSURER B:</b> Hartford Casualty Insurance Company 29424 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** CL2581302155**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			39SBABM2JHC	08/08/2025	08/08/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employee Dishonesty	\$ 250,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			39SBABM2JHC	08/08/2025	08/08/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			39SBABM2JHC	08/08/2025	08/08/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		39WECBA7A9B	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
			N/A				E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Professional Liability			39SBABM2JHC	08/08/2025	08/08/2026	\$1,000 Ded. Occurrence	1,000,000
							Aggregate	2,000,000

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

"Housing Authority of the City of Redondo Beach", the "City of Redondo Beach", and their respective officers, elected and appointed officials, employees, and volunteers are named as additional insureds.

**CERTIFICATE HOLDER****CANCELLATION**

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

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H.9., File # 25-1219

Meeting Date: 9/2/2025

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**To: MAYOR AND CITY COUNCIL**

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

## **TITLE**

APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$40,000, USING HUD ENTITLEMENT FUNDS, FOR THE TERM SEPTEMBER 3, 2025 TO SEPTEMBER 2, 2026

## **EXECUTIVE SUMMARY**

The City receives federal funding from the United States Department of Housing and Urban Development (HUD) to provide a variety of programs and services for the community. This funding is dispersed through HUD's Community Development Block Grant (CDBG) Program and has strict guidelines and requirements for all participating jurisdictions.

The City has an existing agreement with MNS Engineers, Inc. (MNS) to administer the CDBG Program on behalf of the City and to ensure compliance with required reporting and program guidelines. The agreement is scheduled to expire on September 2, 2025. Staff recommends approval of an amendment to the Agreement to extend the term for one year, update the rate schedule to add personnel necessary to perform the stated scope and to incorporate an approximate 3% increase in hourly rates, and establish a new not-to-exceed amount of \$40,000.

## **BACKGROUND**

The City of Redondo Beach is the recipient of federal funding from HUD to support projects and services that benefit low and moderate-income persons, seniors, and individuals with disabilities in the community. The City's CDBG-funded programs include: the Mobility, Access, and Emergency Repair Program (MA/ER); grants for qualified residential emergency repairs and ADA access improvements; public service agency funding; capital projects, including the annual Curb Ramp Improvement Project; and associated program administration.

The City has an existing agreement with MNS to administer the CDBG program on behalf of the City and to ensure that the City remains compliant with required reporting and program guidelines. This Agreement is set to expire on September 3, 2025. The proposed amendment would provide a one-year extension through September 2, 2026 to allow consistency and seamless administration of the City's CDBG program. Additionally, the first amendment updates MNS's rate schedule and establishes a not-to-exceed amount to \$40,000.

Staff recommends the City Council approve the proposed amendment with MNS, to ensure the City



continues to receive high-quality services at a competitive rate. Staff plans to issue a formal Request for Proposals for CDBG administrative services in 2026, prior to the expiration of the new term.

**COORDINATION**

The Community Services Department coordinated with the City Attorney's Office to develop the proposed first amendment.

**FISCAL IMPACT**

Funding for the proposed first amendment with MNS is available in the City's annual HUD/CDBG grant allocation. The amendment updates the rate schedule to add personnel necessary for the stated scope of work and incorporates an approximate 3% increase in hourly rates.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - First Amendment to the Agreement with MNS Engineers, Inc.

**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND MNS ENGINEERS, INC.**

THIS FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and MNS Engineers, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on September 3, 2024, the parties entered into the Agreement for Consulting Services between City and Consultant to support the City's Community Development Block Grant ("CDBG") program; and

WHEREAS, the term of the Agreement is set to expire September 2, 2025; and

WHEREAS, the parties desire to amend the Agreement to remove and add tasks, extend the term of the Agreement, and update the compensation and related provisions.

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

1. **SCOPE OF SERVICES.** Exhibit "A" of the Agreement is hereby replaced by Exhibit "A-1", which removes Task 6 under Exhibit "A", and updates Tasks 1 through 5. Exhibit "A-1" is attached hereto and incorporated by this reference.
2. **TERM AND TIME OF COMPLETION.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement term to September 1, 2026. Exhibit "B-1" is attached hereto and incorporated by this reference. Consultant shall commence and complete all services described in Exhibit "A" as amended by Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-1".
3. **COMPENSATION.** Exhibit "C" of the Agreement is hereby replaced by "Exhibit "C-1", which updates the rate schedule, the not-to-exceed amount, and the method of payment. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for services described in Exhibit "A", as amended by Exhibit "A-1".
4. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 2<sup>nd</sup> day of September, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

MNS ENGINEERS, INC.,  
a California Corporation

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

DocuSigned by:  
*Peter Minegar*  
4AE11AEBD1024B8...  
By: \_\_\_\_\_  
Name: Peter Minegar  
Title: Vice President

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

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

## EXHIBIT "A-1"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### CONSULTANT'S DUTIES

Consultant shall provide the following services to support the City's Housing division.

##### 1. TASK 1 – GENERAL DUTIES

Consultant shall:

- a. Manage all components of the City's CDBG Program and carry out the scope of services in conjunction with the City's direction, input, and review.
- b. Conduct meetings with City representatives at least monthly to provide updates on the progress of the CDBG program.
- c. Ensure compliance with federal regulations and oversee all components of the City's CDBG program.
- d. Prepare and maintain a monthly CDBG task list to track the overall duties and progress of the program.

##### 2. TASK 2 – CDBG ADMINISTRATION

Consultant shall:

- a. Prepare staff reports, public notices, and presentation materials for CDBG public hearings.
- b. Prepare environmental reviews and supporting documents for upcoming CDBG projects.
- c. Prepare and submit all required reports to the Department of Housing and Urban Development ("HUD") by the required HUD deadline, including but not limited to the Consolidated Annual Performance, Annual Action Plan, and Evaluation Report.
- d. Manage and monitor CDBG public service agencies, including fair housing services, for federal compliance.
- e. Assist with setting up activities and preparing drawdowns in the Integrated Disbursement and Information System ("IDIS") as needed.

##### 3. TASK 3 – MOBILITY ACCESS/EMERGENCY REPAIR (MA/ER) PROGRAM

Consultant shall:

- a. Maintain a list of eligible applicants for the Mobility Access/Emergency Repair ("MA/ER") program.
- b. Review applications and determine eligibility for interested residents (i.e., low-income and disabled homeowners whose homes may be repaired under the program).
- c. Prepare work write ups and cost estimates for each project (i.e., the mobility access or emergency repair work performed on an eligible resident's home).
- d. Monitor City approved residential project contractors to ensure compliance with program requirements.
- e. Maintain resident files for each project (i.e., each home repaired under the program) with all federally required documentation.

4. **TASK 4 – PUBLIC SERVICE AGENCY FUNDING PROGRAM**

Consultant shall:

- a. Provide oversight and ensure federal compliance for subrecipients of CDBG funds.
- b. Assist the City in preparing and evaluating Request for Proposals (RFPs) for the annual funding cycle period.
- c. Prepare applications and evaluation forms for public service agencies.

5. **TASK 5 – CAPITAL IMPROVEMENT PROJECTS**

Consultant shall:

- a. Determine CDBG eligibility of potential capital improvement projects.
- b. Prepare CDBG bid package and construction contract documents, including Labor Standards Compliance in accordance with the California Labor Code (including Sections 1720 et seq.), Davis-Bacon Act, and related laws.
- c. Perform on-site monitoring to ensure compliance with California Labor Code (including Sections 1720 et seq.), federal Labor Standards and other CDBG requirements.

**EXHIBIT "B-1"**

**TERM AND TIME OF COMPLETION**

**TERM.** The term of the Agreement shall be extended to September 2, 2026, unless otherwise terminated as herein provided.

**EXHIBIT "C-1"**  
**COMPENSATION**

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

1. **AMOUNT.** Effective September 2, 2025, Consultant shall be paid in accordance with the hourly rate schedule set forth below. The rates set forth are fully burdened, meaning they include all direct and indirect costs, such as overhead, employee benefits, taxes, insurance, profit, and any other expenses associated with providing the services.

Title	Hourly Rate
Housing Practice Lead	\$285
Principal Planner/Scientist	\$200
Senior Planner/Scientist	\$185
Housing Project Manager	\$165
Labor Compliance Officer	\$155
Associate Planner/Scientist	\$155
Assistant Planner/Scientist	\$135
Housing Planner	\$100
Senior GIS Technician	\$175
GIS Technician	\$135
Administrative Support	\$110 - \$210

2. **NOT TO EXCEED AMOUNT.** The total amount paid to Consultant shall not exceed the amounts set forth below.

Task	Not to Exceed Amount
Task 1 – General Duties	\$4,500
Task 2 – CDBG Administration	\$18,900
Task 3 – Mobility Access/Emergency Repair	\$5,500
Task 4 – Public Service Agency Funding	\$5,600
Task 5 – Capital Improvement Projects	\$5,500
<b>Total Not to Exceed Amount</b>	<b>\$40,000</b>

Notwithstanding the foregoing, the amounts allocated to each task may be reallocated to other tasks. Consultant shall notify the City when the budget described in the foregoing table has been 80% expended.

3. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices for the City's approval and payment. The invoice shall include the following:
- a. Description of tasks performed and services provided.
  - b. Completed tasks itemized by Task number.
  - c. Dates of service.
  - d. Applicable hourly rates, total number of hours worked for each title, and subtotal.
  - e. Copies of receipts or supporting documentation (if applicable)
  - f. Subcontractor invoices (if applicable)

Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to the City. Consultant may be required to provide back-up material upon request.

4. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within forty-five (45) days of receipt of monthly invoices; provided however, services are completed to the City's full satisfaction.
5. **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: MNS Engineers, Inc.  
201 N. Calle Cesar Chavez, Suite 300  
Santa Barbara, CA 93103  
Attn: Peter Minegar, AICP, Vice President – Planning  
Email: pminegar@mnsengineers.com

City: City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Kelly Orta, Deputy Director Community Services Department  
Email: kelly.orta@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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2025

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

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

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com	<b>CONTACT NAME:</b> Sherry Young <b>PHONE (A/C. No. Ext):</b> 949-242-9237 <b>E-MAIL ADDRESS:</b> syoung@risk-strategies.com	<b>FAX (A/C. No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
CA DOI License No. 0F06675	<b>INSURER A:</b> Hartford Underwriters Insurance Company	<b>NAIC #</b> 30104
<b>INSURED</b> MNS Engineers, Inc. 201 N. Calle Cesar Chavez, Suite 300 Santa Barbara CA 93103	<b>INSURER B:</b> Hartford Fire Insurance Company	19682
	<b>INSURER C:</b> Sentinel Insurance Company, Ltd.	11000
	<b>INSURER D:</b> Travelers Casualty and Surety Co of America	31194
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER: 85744435

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		72SBWBM2X4V	6/14/2025	6/14/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		72UEGCK5894	6/14/2025	6/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			72SBWBM2X4V	6/14/2025	6/14/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72WEGAX1RMA	6/14/2025	6/14/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			107272696	6/14/2025	6/14/2026	Per Claim: \$5,000,000 Aggregate: \$5,000,000

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

Projects as on file with the insured including but not limited to Housing Staff Augmentation. The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are named as additional insureds and primary/non-contributory clause applies to the general and auto liability policies. 30-day notice for non-renewal and cancellation, 10-day notice for non-payment of premium applies. Umbrella Liability follows form to the general, auto and employer's liability policies Professional Liability Ded: \$75,000 per claim.

### CERTIFICATE HOLDER

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

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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



## **BLANKET ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

#### **A. The following is added to Section C. WHO IS AN INSURED:**

##### **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

#### **a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(1)** The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises;
  - (b) In the performance of your ongoing operations performed by you or on your behalf; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

  - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations performed by you or on your behalf;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

**POLICY NUMBER:** 72 SBW BM2X4V

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **C. WHO IS AN INSURED:**

#### **Additional Insured – Owners, Lessees Or Contractors – Completed Operations**

- a. The person(s) or organization(s) shown in the Schedule on the Declarations is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" and at the location designated and described in the Location And Description Of Completed Operations Schedule in the Declarations performed for that additional insured and included in the "products-completed operations hazard".
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals or instructions;
  - (2) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
  - (3) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
  - (4) Monitoring, sampling, or testing service necessary to perform any of the services included in (1), (2) or (3) above;
  - (5) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in (1), (2) or (3) above;
- c. The insurance afforded to these additional insureds only applies to the extent permitted by law.
- d. If coverage provided to these additional insureds is required by a written contract, agreement or written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement or permit to provide for these additional insureds.



**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

**Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:**

##### **d. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **e. Employees as Insureds**

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **f. Lessors as Insureds**

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (a) The agreement requires you to provide direct primary insurance for the lessor and
  - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **g. Additional Insured if Required by Contract**

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

  - (a) During the policy period, and
  - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**2. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

**3. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.



#### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

#### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### 6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

#### 7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

#### 8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### 9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **10. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **11. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **12. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

#### **14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **15. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **16. WAIVER OF SUBROGATION**

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **17. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **18. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

## 19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

## 20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



# Administrative Report

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H.10., File # 25-1140

Meeting Date: 9/2/2025

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**To:** MAYOR AND CITY COUNCIL  
**From:** JOE HOFFMAN, CHIEF OF POLICE

## **TITLE**

APPROVE AN AGREEMENT WITH CARFAX, INC. FOR ENROLLMENT IN THE "CARFAX FOR POLICE PROGRAM" TO ALLOW FOR THE EXCHANGE OF VEHICLE-ONLY TRAFFIC COLLISION DATA AT NO COST TO THE CITY, FOR THE TERM SEPTEMBER 2, 2025 TO SEPTEMBER 1, 2026, WITH ANNUAL RENEWALS UNLESS TERMINATED

## **EXECUTIVE SUMMARY**

Carfax, Inc. (Carfax) has been in business for more than forty years with the mission to ensure consumers have access to vehicle history information that may inform their car buying decision on matters related to safety and value of pre-owned vehicles.

The Carfax for Police Program aims to share data among law enforcement agencies as it relates to vehicle information. By enrolling, the Redondo Beach Police Department would share vehicle collision information with Carfax, and also have access to vehicle data shared by other law enforcement agencies. Police detectives and traffic investigators can use this shared data to help locate vehicles used in the commission of a crime, stolen vehicles, or hit and run incidents, making this a useful investigative tool for the Police Department. The City can terminate enrollment in the program at any time by written notice.

## **BACKGROUND**

Carfax has compiled millions of vehicle records that include identifying vehicle information (Vehicle Identification Number (VIN), license plate, etc.), service and repair records, manufacturer recalls, and police-reported collisions. Carfax collects data from the Department of Motor Vehicles, insurance companies, auto mechanics, auto body and repair businesses, car dealerships, and participating law enforcement agencies.

The Carfax for Police Program was established more than fifteen years ago to improve data collection related to the nature and severity of vehicular collision events. By contracting with law enforcement agencies, Carfax can gather vehicle-only collision information utilizing a car's VIN. In return, partnering law enforcement agencies may access the vehicle database to aid in investigations. Carfax is currently partnered with over 6,100 law enforcement agencies throughout the United States and Canada, including 180 participating agencies in California, highlighted by the California Highway Patrol and the Los Angeles County Sheriff's Department.

Carfax gathers vehicle information only, and does not collect or store any personal identifying

information (PII). The Police Department would share only collision data with Carfax, including VIN, license plate number, vehicle make, model, year, report number, the collision date, police agency, county, city, state, location of damage and severity. No PII would be transmitted to Carfax.

Participation in the program would allow Redondo Beach Police detectives and traffic investigators access to the Carfax law enforcement database, which can aid in their investigations. The Agreement is free to the City and may be terminated at any time with 90 days' written notice.

**COORDINATION**

The Agreement has been reviewed, modified, and approved by the City Attorney's Office.

**FISCAL IMPACT**

There is no cost to the City for enrollment in the Carfax for Police Program.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Carfax, Inc. for Police Program Enrollment Form
- Insurance - Carfax, Inc.

**ENROLLMENT FORM FOR LAW ENFORCEMENT – CITY OF REDONDO BEACH**

Official Agency Name (*must provide FULL name*) (“Agency”): City of Redondo Beach

Agency ORI Number: CA-0195600

Name: Redondo Beach Police Department Number of Sworn Officers: 98

Address: 401 Diamond Street City: Redondo Beach

County: Los Angeles State: CA Zip: 90277

Total Number of Motor Vehicle Crash Reports Written Last Year: 575

**Agency wishes to use:**

Investigative Tools and/or Driver Exchange Service  Yes  No

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions.

CITY OF REDONDO BEACH

Signature: \_\_\_\_\_

Title: Mayor

Printed Name: James A. Light

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

CARFAXFORPOLICE.COM

Signature:  \_\_\_\_\_  
Signed by:  
D016C8FC1BE14D2...

Title: General Manager

Printed Name: Mike Irvine

Date: 6/11/2025 | 1:21 PM PDT

## CARFAX® For Police Program Terms and Conditions

These CARFAX® For Police Program Terms and Conditions (the “Terms and Conditions”), any enrollment form (each, an “Enrollment Form”) signed or accepted by the City of Redondo Beach (“Agency”), and any written exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement (the “Agreement”) between CARFAX, Inc. (“CARFAX”) and Agency (collectively, the “Parties”) and govern Agency’s participation in the CARFAX® For Police Program (the “Program”).

### 1. Definitions.

1.1 “Agency Crash Report” is defined as a motor vehicle crash or incident report created and/or collected by or on behalf of Agency (including but not limited to all data and information contained therein or derived therefrom).

1.2 “Alternative Vehicle History Provider” is defined as a provider or reseller of motor vehicle history data, information, products, and/or services other than CARFAX.

1.3 “Applicable Laws” are defined as any and all applicable U.S. federal, state, or local laws (statutory, common or otherwise), rules, orders, regulations, requirements, guidance, executive orders, or other similar authority issued, enacted, adopted, promulgated, implemented, applied, or otherwise put into legal effect by or under the authority of any governmental regulator or self-regulatory body.

1.4 “Crash Data” is defined as all Agency Crash Reports and all other data and information related to motor vehicle crashes or other incidents (including but not limited to all Driver Exchange Information) that are: (a) provided by or on behalf of Agency to CARFAX pursuant to Section 4 below, and/or (b) uploaded, submitted and/or otherwise transmitted to or through any of the Services by or on behalf of Agency or any authorized user of the Services.

1.5 “DPPA” is defined as the Federal Driver’s Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws.

1.6 “DPPA Permissible Use” is defined as a permissible use set forth in the DPPA.

1.7 “Driver Exchange Information” is defined as all data and information that is uploaded, submitted and/or otherwise transmitted to or through the Driver Exchange Service.

1.8 “Driver Exchange Service” is defined as the CARFAX service that facilitates the collection and exchange of data and information between or among drivers or other parties involved in motor vehicle crashes or other incidents.

1.9 “Effective Date” is defined as the date on which Agency first provides Crash Data to CARFAX in the form and format that allows CARFAX to upload such Crash Data to the VHDB and the Law Enforcement Database.

1.10 “Intellectual Property” is defined as the Services and all intellectual property relating either directly or indirectly to the Services, including but not limited to patents, design rights, copyrights, database rights, trade secrets, know-how and all derivative works thereof, including but not limited to future enhancements and modifications.

1.11 “Investigative Tools” is defined as: (a) the VHDB, (b) the VH Tools, (c) the Law Enforcement Database, (d) the Law Enforcement Information, and (e) all data and information contained in or derived from each of the foregoing.

1.12 “Law Enforcement Database” is defined as the CARFAX crash report database(s) that contains Law Enforcement Information.

1.13 “Law Enforcement Information” is defined as motor vehicle crash and incident reports that CARFAX obtains from or on behalf of law enforcement agencies (including but not limited to all data and information contained therein or derived therefrom).

1.14 “PII” is defined as information identifying an individual that is included in any motor vehicle crash or other incident report, such as first and last name of an involved party, date of birth, and driver’s license number.

1.15 “Process”, “Processing” or “Processed” is defined as any operation or set of operations performed, whether by manual or automated

means, on PII or on sets of PII, such as collection, use, sale, sharing, retention, storage, disclosure, analysis, deletion, or modification of PII.

1.16 “Intentionally Omitted.”

1.17 “Services” is defined as the Investigative Tools, the Driver Exchange Service, and any other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.18 “VH Tools” is defined as CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.19 “VHDB” is defined as the CARFAX vehicle history database(s) that contains data and information regarding motor vehicle transactions.

### 2. Services.

2.1 “Investigative Tools.” If Agency elects to use the Investigative Tools, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to: (a) access and use the VH Tools solely for Agency’s use in law enforcement investigations, and (b) access the Law Enforcement Database to obtain and use the Law Enforcement Information solely for Agency’s use in law enforcement investigations. To the extent “personal information” (as such term is defined under the DPPA) is contained in any Law Enforcement Information and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each Agency user that it shall comply with the DPPA, including without limitation disclosing such personal information only in connection with a DPPA Permissible Use. Notwithstanding anything to the contrary in this Agreement, in no event shall Agency use the Investigative Tools for any Prohibited Purposes (as defined below).

2.2 “Driver Exchange Service.” If Agency elects to use the Driver Exchange Service (when available), CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to access and use the Driver Exchange Service solely to: (a) collect, or facilitate the collection of, data and information relating to a motor vehicle crash or other incident and (b) facilitate the exchange of such data and information to drivers or other parties involved in such motor vehicle crash or other incident. Agency authorizes CARFAX to act as Agency’s service provider to store and maintain the Driver Exchange Information, notify the individuals using the Driver Exchange Service to access the Driver Exchange Information, and provide such Driver Exchange Information (in whole or in part) to such individuals and/or their representatives.

2.3 “Intentionally Omitted.”

2.4 “Intentionally Omitted.”

2.5 “Agency Account.” Promptly following the Effective Date, CARFAX will establish an account to allow Agency and authorized employees of Agency to access the Services that Agency elected and is permitted to use under this Agreement (the “Agency Account”). Agency acknowledges and agrees that it is responsible for all use and misuse that arise out of the Agency Account and the username(s) and password(s) used to gain access to the Agency Account.

2.6 “Restrictions on Access and Use of CARFAX Services.” Agency shall not: (a) provide, offer, distribute, sell, resell, or otherwise disclose any data or information made available or derived from the Investigative Tools in any way to any third party (except to the extent necessary to comply with Applicable Laws); (b) allow any third party (excluding individuals who use the Driver Exchange Service (or their representatives)) to view, access or use any of the Services; (c) use or permit the use of any of the Services for personal purposes or in contravention of any Applicable Laws; or (d) introduce into the Services any viruses, spyware or other software that is intended to disrupt, delete,

damage or alter any of the Services. Systematic access to the Services or retrieval of data or information included in or derived from the Services, including but not limited to the use of “bots” or “spiders,” is strictly prohibited. Without limiting CARFAX’s other rights under this Agreement, CARFAX may, upon written notice (e-mail acceptable) to Agency, suspend Agency’s access to one or more of the Services (in whole or in part) for any breach of this Agreement by Agency.

2.7 Certifications. Agency hereby represents, warrants, and certifies to CARFAX that any and all of the data or information that Agency and employees of Agency obtain through or derive from the Investigative Tools shall: (a) not be used for civil immigration purposes; (b) not knowingly be disseminated to any third party for any purpose related to civil immigration enforcement; (c) not be used to conduct surveillance or to investigate or locate an individual for reasons not specifically related to motor vehicle activity, including, but not limited to, immigration enforcement, divorce disputes, and matchmaking services; or (d) not be used or disclosed in violation of any Applicable Laws (each of the foregoing shall be collectively referred to as “Prohibited Purposes”).

2.8 Agency Applications. If Agency elects to integrate access to the Services through one or more of its applications and/or websites, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license during the Term to integrate access to the Services through one or more Agency applications and/or websites that are pre-approved by CARFAX in writing (e-mail acceptable) (each, an “Approved Agency Application”) for use only by authorized employees of Agency (each, an “Authorized User”) in accordance with this Agreement. Agency shall obtain CARFAX’s prior written approval of the initial content, format, look and feel and the entire viewing process and experience (“User Experience”) for an Authorized User to access the Services through the applicable Approved Agency Application. Thereafter, Agency may make changes to the User Experience, provided that Agency shall obtain CARFAX’s prior written approval of any material changes to the User Experience. Agency will integrate one or more URL links designated by CARFAX (collectively, the “URL Link”) into the Approved Agency Application in a manner mutually agreed upon by the parties in writing, which URL Link will direct an Authorized User: (a) to the Services if such Authorized User has an existing username and password to gain access to the Agency Account or (b) a landing page where such Authorized User can activate a username and password to gain access to the Agency Account if such Authorized User does not have an existing one.

### 3. Agency’s Security Obligations.

3.1 Security of Law Enforcement Information. Agency acknowledges that the Law Enforcement Database contains Law Enforcement Information that may include PII. Agency must protect against any unauthorized access to, and/or any unauthorized disclosure or use of, the Law Enforcement Information. Agency shall keep the Law Enforcement Information confidential and secure, including but not limited to by: (a) restricting access to the Law Enforcement Information to authorized employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and the Law Enforcement Information are accessed solely for law enforcement investigations as permitted under this Agreement; and (c) implementing and maintaining a comprehensive information security program that, at a minimum, meets all requirements of Applicable Laws which apply to Agency that regulate the Processing and/or security of PII, including implementing and maintaining applicable administrative, organizational, and technical safeguards to protect the security, confidentiality, and integrity of the data contained in the Law Enforcement Information.

3.2 Security Incident. In the event of any actual or reasonably suspected unauthorized access to, and/or unauthorized disclosure or use of, any PII contained in the Law Enforcement Information that is caused by any acts or omissions of Agency or any of Agency’s officers, employees, or agents (collectively, “Agency Incident”), Agency shall promptly notify CARFAX of such Agency Incident and shall fully cooperate with CARFAX in investigating such Agency Incident and preventing the recurrence of an Agency Incident. As between the parties, Agency shall be responsible for, and shall bear all costs associated with, complying with the legal and regulatory obligations arising under any Applicable Laws in connection with an Agency Incident. Without CARFAX’s prior written consent and except to the extent prohibited by Applicable Law, Agency shall not reference CARFAX, the Program or any of the Services in

connection with any Agency Incident, including but not limited to in any notices to (a) the individuals whose information is the subject of an Agency Incident or (b) any regulatory entities, credit reporting agencies or other parties.

4. Provision of Crash Data. Agency hereby provides (or authorizes its third-party service provider to provide) to CARFAX the data elements, as available, set forth in Exhibit A attached hereto and made a part of this Agreement that are extracted from all Agency Crash Reports. Agency understands that CARFAX relies on its sources for the accuracy and reliability of the Crash Data, and therefore Agency shall notify CARFAX of erroneous data and information in any Crash Data. Agency authorizes CARFAX to include any and all non-personal data and information from the Crash Data in the VHDB, and to use such data and information from the Crash Data in connection with any data, products or services provided by CARFAX. Agency authorizes CARFAX to include any and all data and information from the Crash Data in the Law Enforcement Database and to use such data and information in connection with any data, products or services that CARFAX provides to law enforcement agencies. Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX’s request, another copy of any previously provided Crash Data as soon as reasonably possible after such request.

5. Crash Data Restrictions. Because of the significant investment CARFAX has made and continues to make in the Services that CARFAX licenses to Agency for free, Agency shall not, directly or indirectly: (a) offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider or (b) allow any person or entity to offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider (collectively, the “Crash Data Restrictions”). Without limiting the foregoing, Agency shall ensure that each person or entity that receives any Crash Data from Agency (or a third party on Agency’s behalf) (each, a “Crash Data Recipient”) shall be bound by a written agreement that: (i) obligates such Crash Data Recipient to comply with the Crash Data Restrictions and (ii) names CARFAX as an intended third-party beneficiary with the right to enforce the Crash Data Restrictions directly against such Crash Data Recipient. Agency agrees to notify CARFAX of any suspected or known breach of the Crash Data Restrictions by a Crash Data Recipient, and at CARFAX’s request, Agency will enforce the terms of such agreement against the Crash Data Recipient.

6. Intellectual Property; Marks. Agency acknowledges that Intellectual Property is and will remain the property of CARFAX. Each party hereby grants to the other party a nonexclusive, nontransferable, revocable right to use such of its trademarks, service marks, logos and trade names and other designations that are provided by the granting party to the other party (collectively, the “Marks”) for the sole purpose of performing such party’s obligations and exercising such party’s rights under this Agreement. Each party represents and warrants that it has all necessary right, title, interest, and/or license in and to its Marks to grant to the other party the license to use its Marks as provided herein.

7. CARFAX’s Obligations as Service Provider. Agency agrees that, in connection with the applicable Services, CARFAX is acting as Agency’s service provider for purposes of Processing of any PII contained in the Crash Data (collectively, “Agency PII”). To the extent that the disclosure and use of Agency PII is subject to the DPPA or other Applicable Laws, CARFAX shall only release such Agency PII upon certification by the requester that the requester is a party involved in the motor vehicle crash or incident or has a DPPA Permissible Use. CARFAX shall implement and maintain applicable administrative, organizational, and technical safeguards to protect the security, confidentiality, and integrity of Agency PII. The parties agree that provision of the Agency PII to CARFAX is not a sale, as such term is defined by Applicable Laws (by way of example but not limitation, “sale” under California law includes the exchange of data for non-monetary consideration), of Agency PII to CARFAX, but is provided solely for purposes of CARFAX providing the applicable Services. Without limiting the generality of the foregoing, the parties agree that CARFAX shall not Process any Agency PII for any purpose other than for the purposes expressly permitted in this Agreement or otherwise permitted by Applicable Laws. Except to the extent permitted by or



required to comply with Applicable Laws, CARFAX may not combine Agency PII with PII that it receives from or on behalf of any other person or entity or collects from its own interactions with any consumer. CARFAX certifies that it understands the restrictions in this Section 7 and shall comply with them. CARFAX will delete any Agency PII Processed by CARFAX within forty-five (45) days after its receipt of a written request for deletion of such Agency PII from Agency unless CARFAX is required, or it is reasonably necessary for CARFAX, to maintain such information.

**8. Disclaimers.** Parties acknowledge that CARFAX and Agency collect data from public records and other sources for use in the Investigative Tools and that this data may contain errors and omissions. CARFAX and Agency do not guarantee the correctness or completeness of the Investigative Tools and Crash Data, respectively, and neither CARFAX nor Agency will have any liability for errors or omissions with respect to the Investigative Tools or Crash Data provided hereunder, respectively. Agency assumes full responsibility with respect to its decisions and transactions using the Investigative Tools. THE SERVICES AND DATA PROVIDED BY PARTIES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX AND AGENCY MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX AND AGENCY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**9. Limitation of Liability.**

**9.1 EXCEPT FOR DAMAGES ARISING OUT OF CARFAX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR INCIDENTAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Except for damages arising out of CARFAX's gross negligence or willful misconduct, the cumulative liability of CARFAX under this Agreement will not exceed \$1,000, and such amount will be Agency's exclusive remedy. CARFAX shall indemnify and hold Agency, and its affiliates and its and their respective directors, officers, employees and agents harmless from third-party claim, suits, expenses, and losses of any and every kind (including, but not limited to reasonable attorneys' fees and costs) arising out of a third party claim that the Investigative Tools infringes or misappropriates any copyright or other proprietary right (except to the extent such infringement or misappropriation is caused by: (i) Agency's use of the Investigative Tools in a manner prohibited by this Agreement, or (ii) the technology used by Agency to access the Investigative Tools).

**9.2 Insurance Requirements.** CARFAX shall procure and maintain for the duration of this Agreement insurance in accordance with the requirements set forth in EXHIBIT B, attached hereto.

**10. Term and Termination.**

**10.1 Term.** The term of this Agreement commences on the Effective Date and continues in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods unless either party provides the other party at least ninety (90) days written notice of its intention to terminate this Agreement prior to any renewal date (the "Term").

**10.2 Termination; Survival.** Agency may discontinue its access to and use of any Service at any time by giving at least thirty (30) days' prior written notice to CARFAX. Any termination of Agency's access to and use of a Service does not terminate any other Services that Agency may access and use under this Agreement. CARFAX may terminate this Agreement and/or any Service immediately upon written notice if Agency breaches any provision of this Agreement. Upon any expiration or termination of a Service or this Agreement (as applicable), CARFAX continue to use the Crash Data already acquired under this Agreement. Upon any expiration or termination of this Agreement, and (a) Agency shall cease accessing the Services. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including but not limited to this Section 10.2 and Sections 2.6(a), 2.7, 3.1, 3.2 6, 8, 9.1 and 11.

**11. General Provisions.** This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and

terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter. In the event of any ambiguity or conflict between any of the terms and conditions contained in the Enrollment Form and those set forth in these Terms and Conditions, the Terms and Conditions shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services licensed to Agency hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement, and Agency's continued use of any of the Services will be deemed acceptance thereof. Notwithstanding the foregoing, CARFAX will provide Agency with at least thirty (30) days written notice prior to making any material modification to these Terms and Conditions and Agency may terminate this Agreement upon written notice following receipt of any such written notification. Each party shall comply with all Applicable Laws with respect to its performance under this Agreement. This Agreement does not create a joint venture, partnership, agency, franchise, dealership, distributorship or employment relationship between the parties or any other relationship other than independent contractors. A party's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by the other party, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by a party will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX. A signed Agreement sent by fax or scanned and emailed, or signed via a recognized electronic signature service, shall be legally binding and enforceable.

**EXHIBIT A**

1. VIN
2. Report Number
3. Crash Date
4. Police Agency
5. County
6. City
7. State
8. License Plate Number
9. License Plate State
10. Vehicle Make
11. Vehicle Model
12. Vehicle Year
13. Point of Impact
14. Damage Severity
15. Fire
16. Extraction
17. Towing
18. Airbag Deployed

## EXHIBIT B

### INSURANCE REQUIREMENTS

Without limiting CARFAX's indemnification obligations under this Agreement, CARFAX shall procure and maintain for the duration of Agreement the following:

**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. This General Liability policy will contain the following provision:

- *"The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor."*

**Cyber Liability Insurance:** \$5,000,000 per occurrence for data breaches, cyberattacks, and other cybersecurity risks





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/27/2025

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

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

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@wtwco.com	<b>FAX (A/C, No):</b> 1-888-467-2378	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Zurich American Insurance Company		<b>NAIC #</b> 16535
<b>INSURED</b> CARFAX, Inc. 55 Water Street New York, NY 10041	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: W39540099

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO 5096385 01	07/01/2025	07/01/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach 415 Diamond St Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Patricia A. Fony</i>

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# Administrative Report

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H.11., File # 25-1154

Meeting Date: 9/2/2025

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**To:** MAYOR AND CITY COUNCIL  
**From:** JOE HOFFMAN, CHIEF OF POLICE

## **TITLE**

RECEIVE AND FILE THE REDONDO BEACH POLICE DEPARTMENT'S ANNUAL MILITARY EQUIPMENT REPORT, IN COMPLIANCE WITH TITLE 3, CHAPTER 16 OF THE REDONDO BEACH MUNICIPAL CODE AND ASSEMBLY BILL 481

## **EXECUTIVE SUMMARY**

On September 30, 2021, the Governor of the State of California signed Assembly Bill 481 (AB 481) into law, which requires law enforcement agencies to obtain approval from the applicable governing body, via adoption of a "Military Equipment" use policy by ordinance, before acquiring or using certain equipment defined in the Bill, and to provide an annual report on the status and compliance of the equipment's use. Per AB 481, this report, and the updated equipment list, are posted and available on the Redondo Beach Police Department's website. During FY 2024-25, the Police Department purchased equipment to replenish diminished stockpiles of certain munitions. Currently, there are no planned additions to the equipment inventory for FY 2025-26. The Police Department has not received any complaints related to the equipment governed by AB 481.

## **BACKGROUND**

On August 9, 2022, the City Council adopted an ordinance governing the use of Military Equipment by the Police Department and approved the Military Equipment Use Policy. The Police Department is committed to using the most up-to-date tools and equipment to safeguard community members. Many of the items deemed to be "Military Equipment" by AB 481 are utilized by the Police Department, and other law enforcement agencies across the country to reduce risks to community members. These items provide law enforcement with a spectrum of options to resolve tense situations that may otherwise escalate to a higher level of force. The items listed in this report, and the attached Military Equipment Use Policy, also provide members of the Police Department vital tools that facilitate compliance with the Police Department's use of force policy. No equipment obtained or utilized by the Redondo Beach Police Department's has been obtained from the military, nor is it solely designated for military use. The "Military Equipment" designation stems from the language utilized in AB 481.

Significant interest exists in ensuring that law enforcement has access to equipment that will provide peace officers as many options as reasonably possible to safeguard lives and property as well as protect the civil liberties of all people. The use of the tools identified in the equipment list are vital to the vision and mission of the Police Department and will continue to be strictly regulated through internal processes and oversight.

There are no reasonable alternatives to the listed equipment currently in use by the Police Department. Additionally, the Police Department has not discovered alternative items that can achieve the same safety objectives. Any use of the equipment identified by AB 481 must be reasonably necessary and conform to all applicable laws and Police Department policy sections. The facts and conditions surrounding any incident must be carefully weighed and considered in the totality of the circumstances before authorizing the use of the listed equipment.

The annual Military Equipment Report reaffirms the Police Department's commitment to transparency by providing comprehensive information to ensure compliance with California state law. The equipment, resources, and training outlined in this report allow Redondo Beach Police Officers to better serve and protect the City of Redondo Beach, enhance the safety of officers and community, as well as bring critical incidents to safe resolutions.

The Police Department utilized military equipment in FY 2024-25 for pre-planned tactical training, Drone First Responder deployments, and eight search warrant services. The Police Department maintains documentation of all equipment use, and all use of the listed equipment in FY 2024-25 complied with the established Military Equipment Use Policy. There are no equipment purchases anticipated for FY 2025-26, but the Police Department reserves the right to replenish or replace equipment as needed. Unexpected expenditures for the replenishment of equipment would fall under the Police Department's FY 2025-26 operating budget.

The Police Department has scheduled a virtual community meeting for September 15, 2025, from 2:00-3:00 PM, to discuss the annual report and to answer any questions. The link for the meeting is available on the Police Department's website.

### **COORDINATION**

The Police Department collaborated internally with the various users of the listed equipment to develop this report.

### **FISCAL IMPACT**

Preparation of this report is part of the Police Department's annual work plan and operating budget, as are any purchases of listed equipment to maintain acceptable inventory levels.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Report - RBPD AB 481 Compliance Inventory, FY 2025-26
- Report - RBPD AB 481 Compliance Inventory, FY 2024-25
- Redondo Beach Municipal Code - Title 3, Chapter 16.01 - Military Equipment Use Policy
- Redondo Beach Police Department Policy 705 - Military Equipment
- AB 481 Bill, Approved September 30, 2021



# **AB 481 Compliance Inventory**

## **Fiscal year 2025-2026**

Page	Equipment
2 - 4	Unmanned, remotely piloted powered aerial, or ground vehicles
5	Armored Vehicle
6 - 8	Breaching apparatuses that are explosive in nature
9 - 12	Firearms of .50 caliber or greater – excluding standard issue shotgun
13	Ammunition of .50 caliber or greater – excluding standard issue shotgun
14 - 21	Specialized firearms/ammunition – excluding standard issue service weapons
22 - 29	"Flashbangs" / "Teargas"
30 - 35	40MM Projectile Launchers, "bean bag," rubber bullet, Special Impact Munition (SIM)
36 -40	Annual review per 7072(a) to include subsections (1)-(6)



Government Code Section 7070 (c)(1) - Unmanned, remotely piloted powered aerial, or ground vehicles

UAS - (DJI) Matrice 350	
Description	Da-Jiang Innovations (DJI) Matrice 350 is an unmanned aerial system (UAS)
Quantity	1
Capability	A UAS can support first responders by providing real-time information from an aerial perspective; and they can be helpful with search and rescue, high-risk tactical situations, disaster response, and video and photographic documentation of crime scenes.
Lifespan	Varies on operational usage and wear (approximately 5 years)
Manufacturer's Description	The Matrice 350 RTK is DJI's latest commercial drone platform that takes inspiration from modern aviation systems. Offering up to 55 minutes of flight time, advanced AI capabilities, 6 Directional Sensing & Positioning and more, the M350 RTK sets a whole new standard by combining intelligence with high-performance and unrivaled reliability.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	The training requirements for the operation are outlined in RBPDP Policy Manual Section 613.5
Authorized Uses / Department Policy	<p>Policy Manual Section 613</p> <p>Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. The uses include but are not limited to searches (missing persons, outstanding suspects), videos/photographs for investigative support, overwatch for Officers, disaster response, and special events.</p> <p>Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.</p>
Fiscal Impact	The RBPDP is contracted (not to exceed \$275,000.00 per year) with AERODOME which allows for access and use of their UAS aircraft which includes the DJI Matrice 350.

UAS - (DJI) Mavic 2 Enterprise Advanced	
Description	Da-Jiang Innovations (DJI) Mavic 2 Enterprise Advanced is an unmanned aerial system (UAS)
Quantity	1
Capability	A UAS can support first responders by providing real-time information from an aerial perspective; and they can be helpful with search and rescue, high-risk tactical situations, disaster response, and video and photographic documentation of crime scenes.
Lifespan	Varies on operational usage and wear (approximately 5 years)
Manufacturer's Description	Capture accurate details in any mission with the Mavic 2 Enterprise Advanced – a highly versatile yet compact tool that packs a whole lot of performance upgrades. With high-resolution thermal and visual cameras, the M2EA supports up to 32x digital zoom and is capable of centimeter-level positioning accuracy with the RTK module. Expand your vision with advanced dual-cameras.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	The training requirements for the operation are outlined in RBPD Policy Manual Section 613.5
Authorized Uses / Department Policy	<p>Policy Manual Section 613</p> <p>Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. The uses include but are not limited to searches (missing persons, outstanding suspects), videos/photographs for investigative support, overwatch for Officers, disaster response, and special events.</p> <p>Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.</p>
Fiscal Impact	The RBPD is contracted (not to exceed \$105,000.00 per year) with Flying Lion which allows for access and use of their UAS aircraft which includes the DJI Mavic 2 Enterprise Advanced.

DJI – AVATA 2	
Description	Da-Jiang Innovations (DJI) AVATA 2 is an unmanned aerial system (UAS)
Quantity	3
Capability	<p>A UAS can support first responders by providing real-time information from an aerial perspective; and they can be helpful with search and rescue, high-risk tactical situations, disaster response, and video and photographic documentation of crime scenes.</p> <p>The DJI AVATA 2 requires no internet service, no GPS, no phone or tablet connection, making it mission capable in seconds from virtually anywhere.</p>
Lifespan	Varies on operational usage and wear (approximately 5 years)
Manufacturer's Description	The AVATA 2 provides an engaging FPV flight experience with features like DJI Goggles 3 and SJI RC Motion 3 Controller, allowing users to pilot the drone as if they were in the cockpit. The drone captures 4k videos utilizing a 1/1.3 inch image sensor. Integrated propeller guards offer protection and durability, while features like Turtle mode and automatic return to home enhance safety and ease of use. The drone's compact design makes it easy to carry and deploy for capturing Point-of-View content.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	<p>The training requirements for the operation are outlined in RBPDP Policy Manual Section 613.5</p> <p>Operators will attend a two-day, 16-hour course, that was specifically designed for the operational use of the DJI AVATA 2 UAS. The curriculum consists of exercises and reality-based scenarios that integrate additional overwatch UAV's into the operations.</p>
Authorized Uses / Department Policy	<p>Policy Manual Section 613</p> <p>Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. The uses include but are not limited to searches (missing persons, outstanding suspects), videos/photographs for investigative support, overwatch for Officers, disaster response, and special events.</p> <p>Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.</p>
Fiscal Impact	There was no initial cost of the DJI AVATA 2 (donated). There is currently not a cost for ongoing maintenance as they have not had to be serviced.

Government Code Section 7070 (c)(2) - Armored Vehicle

Lenco BearCat G2 Armored Vehicle	
Description	Lenco BearCat G2 Armored Rescue Vehicle (ARV)
Quantity	1
Capability	ARVs can support first responders in high-risk operations that would benefit from having a vehicle with a high level of ballistic protection.
Lifespan	Varies on operational usage and wear (approximately 20 years)
Manufacturer's Description	The Lenco Bear Cat tactical armored vehicle operates on a standard Ford F-550 truck chassis, which has been upgraded into a steel armored vehicle that is four-wheel drive with a V8 diesel engine and has enough space to seat 10 to 12 fully equipped officers. The Bear Cat can support first responders in any high-risk incident which would benefit from having a vehicle that provides a high level of ballistic protection; including active shooters, armed or barricaded suspects, hostage situations, high-risk tactical operations, and disaster response. The RBPD often utilizes the armored vehicle at highly visible locations during large events and activities in our city. It is also utilized for community engagement and relations.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	No additional training or special operating license is required to conduct the basic operations of this vehicle.
Authorized Uses / Department Policy	Policy Manual Section 315 (Officer Response to Calls) and 704 (vehicle maintenance)  It is the policy of the RBPD to utilize the ARV only for official law enforcement purposes, by trained personnel, and pursuant to State and Federal laws, including those regarding use of force.
Fiscal Impact	<b>Initial Cost:</b> On 8-7-07, the cities of El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Manhattan Beach, Palos Verdes Estates, Redondo Beach, and Torrance entered into a contract whereby the City of Redondo Beach coordinated the purchase of this Lenco Bear Cat for no more than \$245,000 using a grant from the CA Governor's Office of Homeland Security (OHS) through the FY2006 Homeland Security Grant Program (HSGP).  <b>Estimated Maintenance Costs:</b> Maintenance on this vehicle is divided equally amongst participating cities. The estimated annual cost to Redondo Beach is approximately \$500.00.

Government Code Section 7070 (c)(7) - Breaching apparatuses that are explosive in nature

Royal Arms 12 Gauge Shot Lock	
Description	The Royal Arms Breaching Shotgun
Quantity	1
Capability	This tool allows for officers to safely utilize shotgun breaching rounds to facilitate an entry into a target location by defeating deadbolts, door locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the device into the correct position and vents gasses to prevent overpressure.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	Royal Arms Breaching Shotgun starts out with the Remington 870 Express Synthetic 12 Ga Shotgun as its base. We then completely modify it with our custom CNC machined parts to be the ultimate Breaching Shotgun. Royal Arms invented the Breachers and Breaching shotguns. The Remington Express Synthetic model is a great option for those who don't need the upgraded performance of the Police model.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have been trained in the use of the breaching shotgun are authorized to utilize this tool. SWAT Officers assigned as a breacher must successfully complete an 80-hour SWAT Academy and must attend extensive POST certified breaching courses as well as meet annual training requirements.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the breaching shotgun only for official law enforcement purposes, by trained personnel, and pursuant to State and Federal laws, including those regarding use of force.
Fiscal Impact	<b>Initial Cost:</b> : \$700  <b>Estimated Maintenance Costs:</b> The annual maintenance cost for this weapon varies based on operational use and wear

Defense Technology TKO 12-Gauge Breaching Round	
Description	Defense Technology TKO 12-Gauge Breaching Round
Quantity	8
Capability	This tool allows for officers to safely utilize shotgun breaching rounds to facilitate an entry into a target location by defeating deadbolts, door locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the device into the correct position and vents gasses to prevent overpressure.
Lifespan	N/A
Manufacturer's Description	The 12-Gauge TKO Breaching Round is a 12-Gauge shell loaded with a compressed zinc slug, utilizing smokeless powder as a propellant. The TKO is a widely used method to breach door locks or hinges for entry during tactical operations. When properly deployed, the TKO is capable of defeating door lock mechanisms, door knobs, hinges, dead bolts, safety chains, and pad locks on both wooden or hollow core doors. Upon impact with the target, the zinc slug disintegrates in to a fine powder eliminating fragmentation.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have been trained in the use of the breaching shotgun are authorized to utilize this tool. SWAT Officers assigned as a breacher must successfully complete an 80-hour SWAT Academy and must attend extensive POST certified breaching courses as well as meet annual training requirements.
Authorized Uses / Department Policy	It is the policy of the RBPd to utilize the breaching shotgun and rounds only for official law enforcement purposes, by trained personnel, and pursuant to State and Federal laws, including those regarding use of force.
Fiscal Impact	Approximately \$42.99 per round (based on open source internet data)

Fiocchi Master Key Breaching Round	
Description	The Fiocchi Master Key Breaching Round
Quantity	100
Capability	This tool allows for officers to safely utilize shotgun breaching rounds to facilitate an entry into a target location by defeating deadbolts, door locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the device into the correct position and vents gasses to prevent overpressure.
Lifespan	N/A
Manufacturer's Description	N/A
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have been trained in the use of the breaching shotgun are authorized to utilize this tool. SWAT Officers assigned as a breacher must successfully complete an 80-hour SWAT Academy and must attend extensive POST certified breaching courses as well as meet annual training requirements.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the breaching shotgun and rounds only for official law enforcement purposes, by trained personnel, and pursuant to State and Federal laws, including those regarding use of force.
Fiscal Impact	N/A

**Government Code Section 7070 (c)(8) -  
Firearms of .50 caliber or greater – excluding standard issue shotgun**

Barrett M82A1 .50 BMG Sniper Rifle	
Description	Barrett M82A1 .50 BMG Sniper Rifle
Quantity	1
Capability	Long range precision shooting rifle
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	The Model 82A1 is a semi-automatic, recoil operated rifle chambered in .50 BMG or .416 Barrett. The rifle is fed from a 10 round detachable (.50 BMG) or fixed (.416 Barrett) magazine. With its low felt recoil and self-loading action, the Model 82A1 offers rapid, accurate fire power. The muzzle brake, dual barrel springs and long mainspring design make the rifle comfortable to shoot.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPD to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force. RBPD Policy Section 312</p> <p>312.3 The only authorized .50 BMG rifles are the ones which are owned and issued by the Department. These rifles shall be the Barrett M82A1 and the ArmaLite AR50. The Barrett M82A1 is a semi-automatic, magazine fed rifle. The ArmaLite AR50 is a single shot bolt action rifle.</p> <p>312.5 TRAINING Only SWAT team members who have successfully completed Department authorized training and who are currently authorized shall carry and utilize the .50 BMG. The training shall consist of an initial .50 BMG user's course and qualification score with a certified rifle instructor. SWAT personnel shall thereafter be required to successfully complete semi-annual training and qualification with a certified rifle instructor</p> <p>312.6 DEPLOYMENT OF THE .50 BMG SNIPER RIFLE All deployments of the .50 BMG must have the prior approval of the SWAT Commander. Upon approval, SWAT team members may deploy the .50 BMG in any circumstance where the officer can articulate a reasonable expectation that the .50 BMG may be needed. The .50 BMG round is not affected by atmospheric conditions at short range (under 500 yards) and obstructions such as vehicles, glass and standard stucco walls.</p> <p>312.9 RIFLE STORAGE The .50 BMG sniper rifles shall be stored in the SWAT armory.</p>
Fiscal Impact	Initial Cost: unknown Estimated Maintenance Costs: Varies depending on use and wear.



ArmaLite AR50 .50 BMG Sniper Rifle	
Description	ArmaLite AR50 .50 BMG Sniper Rifle
Quantity	1
Capability	Long range precision shooting rifle
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	The AR-50A1 is a single shot bolt action rifle chambered for the powerful .50 BMG cartridge. The rifle features a unique octagonal receiver and utilizes ArmaLite's proprietary V-Channel chassis. Designed for the challenges of long-range shooting, the AR-50A1 is exceptionally accurate with a highly effective muzzle brake.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPD to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPD Policy Section 312 312.3 The only authorized .50 BMG rifles are the ones which are owned and issued by the Department. These rifles shall be the Barrett M82A1 and the ArmaLite AR50. The Barrett M82A1 is a semi-automatic, magazine fed rifle. The ArmaLite AR50 is a single shot bolt action rifle.</p> <p>312.5 TRAINING Only SWAT team members who have successfully completed Department authorized training and who are currently authorized shall carry and utilize the .50 BMG. The training shall consist of an initial .50 BMG user's course and qualification score with a certified rifle instructor. SWAT personnel shall thereafter be required to successfully complete semi-annual training and qualification with a certified rifle instructor</p> <p>312.6 DEPLOYMENT OF THE .50 BMG SNIPER RIFLE All deployments of the .50 BMG must have the prior approval of the SWAT Commander. Upon approval, SWAT team members may deploy the .50 BMG in any circumstance where the officer can articulate a reasonable expectation that the .50 BMG may be needed. The .50 BMG round is not affected by atmospheric conditions at short range (under 500 yards) and obstructions such as vehicles, glass and standard stucco walls.</p> <p>312.9 RIFLE STORAGE The .50 BMG sniper rifles shall be stored in the SWAT armory.</p>
Fiscal Impact	Initial Cost: unknown Estimated Maintenance Costs: Varies depending on use and wear.

Benelli's M4 Tactical Shotgun	
Description	Benelli's M4 Tactical Shotgun
Quantity	2
Capability	Long-barreled firearm designed to shoot a straight-walled cartridge known as a shot shell.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	Benelli's M4 Tactical is a unique, Auto-Regulating-Gas-Operated (A.R.G.O.) semi-automatic shotgun, upon which the U.S. Marine Corps depends. It comes standard with a picatinny rail and pistol-grip stock. Other features include a fully adjustable ghost-ring aperture rear sight and windage-adjustable front sight.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPD to utilize this shotgun only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPD Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	Initial Cost: unknown Estimated Maintenance Costs: Varies depending on use and wear.

Beretta Shotgun Model 1200	
Description	Beretta Shotgun Model 1200
Quantity	1
Capability	Long-barreled firearm designed to shoot a straight-walled cartridge known as a shot shell.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	N/A
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPB to utilize this shotgun only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPB Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	<p>Initial Cost: unknown</p> <p>Estimated Maintenance Costs: Varies depending on use and wear.</p>

**Government Code Section 7070 (c)(9) -  
Ammunition of .50 caliber or greater – excluding standard issue shotgun**

.50 BMG AAA M-2 Round	
Description	.50 BMG AAA M-2 Round
Quantity	177
Capability	Long range precision shooting rifle round
Lifespan	N/A
Manufacturer's Description	N/A
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle round. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPB to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPB Policy Section 312 312.3 The only authorized .50 BMG rifles are the ones which are owned and issued by the Department. These rifles shall be the Barrett M82A1 and the ArmaLite AR50. The Barrett M82A1 is a semiautomatic, magazine fed rifle. The ArmaLite AR50 is a single shot bolt action rifle.</p> <p>312.5 TRAINING Only SWAT team members who have successfully completed Department authorized training and who are currently authorized shall carry and utilize the .50 BMG. The training shall consist of an initial .50 BMG user's course and qualification score with a certified rifle instructor. SWAT personnel shall thereafter be required to successfully complete semi-annual training and qualification with a certified rifle instructor</p> <p>312.6 DEPLOYMENT OF THE .50 BMG SNIPER RIFLE All deployments of the .50 BMG must have the prior approval of the SWAT Commander. Upon approval, SWAT team members may deploy the .50 BMG in any circumstance where the officer can articulate a reasonable expectation that the .50 BMG may be needed. The .50 BMG round is not affected by atmospheric conditions at short range (under 500 yards) and obstructions such as vehicles, glass and standard stucco walls.</p> <p>312.9 RIFLE STORAGE The .50 BMG sniper rifles shall be stored in the SWAT armory.</p>
Fiscal Impact	Initial Cost: unknown

**Government Code Section 7070 (c)(10) -  
Specialized firearms/ammunition – excluding standard issue service weapons**

HK 416	
Description	Heckler & Koch 416 Rifle
Quantity	15
Capability	A rifle that has the ability to be used as a semi-automatic rifle or fully-automatic which fires an intermediate-power cartridge (5.56mm) which is more powerful than a standard pistol but less powerful than a standard rifle. It is a short barreled rifle which allows a trained officer better control inside of structures with greater accuracy than a handgun.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	The HK416 (5.56 mm) was developed by Heckler & Koch for US special operations forces as a major product improvement of M4/M16-type carbines and rifles. Using the HK-proprietary gas piston system, the HK416 does not introduce propellant gases and carbon fouling back into the weapon's interior, making it the most reliable of any M4/M16 type weapon. An improved and tool-less gas regulator for suppressor use, a redesigned, user-friendly lower receiver, which allows complete ambidextrous operation of the weapon and ensures optimized magazine compatibility, as well as numerous technical improvements to maximize the operator safety, reliability, ammunition compatibility and durability under real operating conditions.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  RBPD Policy Section 408.4.2 – (d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.
Fiscal Impact	Initial Cost: \$3,499.00 per rifle (based on open source internet data) Estimated Maintenance Costs: Varies depending on use and wear.

Colt Manufacturing M4 Carbine	
Description	Colt Manufacturing M4 Carbine
Quantity	3
Capability	A rifle that has the ability to be used as a semi-automatic rifle or fully-automatic which fires an intermediate-power cartridge (5.56mm) which is more powerful than a standard pistol but less powerful than a standard rifle. It is a short barreled rifle which allows a trained officer better control inside of structures with greater accuracy than a handgun.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	Throughout the world today, Colt's reliability, performance, and accuracy provide our Armed Forces the confidence required to accomplish any mission. Colt's LE6920 series shares many features of its combat-proven brother, the Colt M4.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  RBPD Policy Section 408.4.2 – (d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.
Fiscal Impact	Initial Cost: unknown Estimated Maintenance Costs: Varies depending on use and wear.

Colt Manufacturing M16 A2	
Description	Colt Manufacturing M16 A2
Quantity	6
Capability	A rifle that has the ability to be used as a semi-automatic rifle or fully-automatic which fires an intermediate-power cartridge (5.56mm) which is more powerful than a standard pistol but less powerful than a standard rifle.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	The Colt M16A2 was the service rifle of the U.S. Armed Forces and some 55 other countries. It is the latest version of a weapon that has been the U.S. standard since 1967, and it has a well-earned combat reputation. The USMC was the first US service branch to adopt the improved M16A2 in the mid-1980s, with other service branches following suit.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPD to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPD Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	Initial Cost: unknown Estimated Maintenance Costs: Varies depending on use and wear.

Heckler & Koch HK91	
Description	Heckler & Koch HK91 Semiautomatic Rifle
Quantity	3
Capability	A rifle that has the ability to be used as a semi-automatic rifle or fully-automatic which fires an intermediate-power cartridge (5.56mm) which is more powerful than a standard pistol but less powerful than a standard rifle.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	The HK is a semiautomatic rifle version of the Heckler & Koch G3 automatic rifle that was produced by Heckler & Kock for the civilian market in the 1960s.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPB to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPB Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	<p>Initial Cost: unknown</p> <p>Estimated Maintenance Costs: Varies depending on use and wear.</p>



Remington Model 700	
Description	Remington Model 700, .308 Bolt Action Rifle
Quantity	4
Capability	Long range precision shooting rifle
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	<p>It's the number one bolt-action of all time, proudly made in the U.S.A. For over 50 years, more Model 700s have been sold than any other bolt-action rifle before or since. The legendary strength of its 3-rings-of-steel receiver paired with a hammer-forged barrel, combine to yield the most popular bolt-action rifle in history.</p> <p>Top choice of elite military snipers, the Model 700 is unequalled in tactical precision. Whether defending freedom or pursuing big game, its out-of-the-box accuracy is unmatched.</p>
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPD to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPD Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	<p>Initial Cost: unknown</p> <p>Estimated Maintenance Costs: Varies depending on use and wear.</p>

Masterpiece Arms .308 Bolt Action Rifle	
Description	Masterpiece Arms .308 Bolt Action Rifle
Quantity	4
Capability	Long range precision shooting rifle
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	Masterpiece Arms builds World Class Rifles. We start with our industry leading Chassis System, utilize the Best Actions and Triggers produced, and our MPA/Spencer 416R Handlapped Barrels provide some the best shooting, most accurate rifles in existence. Designed, Built and Enhanced by Long Range Shooters and Hunters, our Rifles fulfill the needs of the most discerning shooters.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPD to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPD Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	<p>Initial Cost: unknown</p> <p>Estimated Maintenance Costs: Varies depending on use and wear.</p>

Heckler & Koch MP5 Submachine Gun 9mm	
Description	Heckler & Koch MP5 Submachine Gun 9mm
Quantity	2
Capability	The platform is capable of firing more accurately and quicker than a pistol while holding more ammunition in the magazine.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	Developed by Heckler & Koch in the mid-1960s, the 9 mm MP5 submachine gun uses the same delayed blowback operating system found on the famous HK G3 automatic rifle. Reliability, accuracy, ease of handling, simple maintenance, and safety — all the elements of HK excellence are highlighted on the MP5. Firing from the closed-bolt position in all modes of fire make MP5 submachine guns extremely accurate and controllable.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPB to utilize this submachine gun only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPB Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	Initial Cost: unknown Estimated Maintenance Costs: Varies depending on use and wear.

Federal Tactical Tru 308 Win	
Description	Federal Tactical Tru 308 Win
Quantity	4200
Capability	Long range precision shooting rifle round
Lifespan	N/A
Manufacturer's Description	Custom made for your Urban Rifle, Tactical Tru was specifically designed for use in semi-automatic rifles or "Urban Rifles," such as variant of the M-16 or Ar-15. Tru bullets are specifically engineered, ranging from fragmenting designs for tactically entry to deeper penetrating bullets for patrol. This is particularly important in today's urban settings.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle round. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize these rounds only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.
Fiscal Impact	Initial Cost: unknown

**Government Code Section 7070 (c)(12) - "Flashbangs" / "Teargas"**

Noise Flash Diversionary Device (Flashbang)	
Description	Low Roll II Distraction Device by Defense Technology
Quantity	20
Capability	Diversionsary Devices are capable of releasing large amounts of stored energy in the form of heat, light, pressure, and noise. They are intended to temporarily distract, confuse, and disorient subjects. They can also be used as "attention-getting" devices.
Lifespan	5 years from date of manufacture
Manufacturer's Description	The 11-Gram Low Roll II® Non-Reloadable Distraction Device, High Humidity utilizes an M201A1 type fuse with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize NFDDs only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Diversionsary Devices are to be used exclusively by the SWAT Unit. Diversionsary Devices can be used in high-risk tactical operations as an attention getting device. They can also be used during high-risk warrants, hostage rescue incidents, and some mobile field force incidents.
Fiscal Impact	Initial Cost: \$50.00 each

Aerial Flashbang	
Description	Exact Impact 40mm Aerial Flashbangs Green Tip (noise flash diversionary device)
Quantity	4
Capability	NFDD can be used to gain compliance, disperse crowds, restore order, or temporarily incapacitate dangerous persons.
Lifespan	5 years from date of manufacture
Manufacturer's Description	CSI manufactures a variety of CTS less lethal products which are under pressure, pyrotechnic, incendiary, emit projectiles, generate smoke, or are explosive in nature. When used in accordance with CTS training guidelines and the individual agencies policy, they are intended to cause varying degrees of pain and injury, which are temporary. These products are restricted to law enforcement, corrections, and military personnel are used to gain compliance, disperse crowds, restore order, or temporarily incapacitate dangerous persons.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device and related munitions, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize NFDDs only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Diversionary Devices are to be used exclusively by the SWAT Unit. Diversionary Devices can be used in high-risk tactical operations as an attention getting device. They can also be used during high-risk warrants, hostage rescue incidents, and some mobile field force incidents.
Fiscal Impact	Initial Cost: \$40.00 each

CS Munitions and Canisters	
Description	(Tear Gas) The Redondo Beach Police Department deploys two types of chemical agents in various forms including munitions and canisters. The RBPD deploys CS (2-chlorobenzylidene malononitrile) and OC (oleoresin capsicum) which are commonly used by law enforcement agencies across the United States. CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5oz or less). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).
Quantity	CS Projectile (2 total)  CS Riot Grenade (7 total)  Defense Technology OC Vapor (spray) (1 total)  Defense Technology Pocket Tactical CS (34 total)  Defense Technology Riot Control CS (4 total)  Triple Chaser CS Grenade (3 total)
Capability	Chemical Agents are deployed through various means to include hand delivery (canister) or via various munitions including 40mm, 37mm, or 12 gauge rounds and the related less lethal weapons system.
Lifespan	Typically 5 years from date of manufacture
Manufacturer's Description	Varies based on specific munition or canister
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the equipment listed above. SWAT Officers will conduct continued training with the use of chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize CS and OC munitions and canisters only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 308.6 (Tear Gas)
Fiscal Impact	Varies based on specific munition/canister

CS Munitions and Canisters (Out of Service)	
Description	(Tear Gas) The Redondo Beach Police Department deploys two types of chemical agents in various forms including munitions and canisters. The RBPD deploys CS (2-chlorobenzylidene malononitrile) and OC (oleoresin capsicum) which are commonly used by law enforcement agencies across the United States. CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5oz or less). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).
Quantity	The below listed items are in the SWAT inventory but are no longer in use and will be disposed of in a proper manner:  Ferrett 40mm CS Liquid (10 total)  Ferrett 40mm OC Liquid (17 total)  Ferrett CS Powder (Shotgun Rounds) (23 total)
Capability	Chemical Agents are deployed through various means to include hand delivery (canister) or via various munitions including 40mm, 37mm, or 12 gauge rounds and the related less lethal weapons system.
Lifespan	Typically 5 years from date of manufacture
Manufacturer's Description	Varies based on specific munition or canister
Purpose	N/A - item pending destruction
Training Required	Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the equipment listed above. SWAT Officers will conduct continued training with the use of chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize CS and OC munitions and canisters only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 308.6 (Tear Gas)
Fiscal Impact	Varies based on specific munition/canister



Defense Technology Tri-Chamber Flameless Grenade - CS	
Description	Defense Technology Tri-Chamber Flameless Grenade - CS
Quantity	5
Capability	The Tri-Chamber Flameless Grenade is used for riot and disturbance control. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.
Lifespan	5 years from date of manufacture
Manufacturer's Description	The Tri-Chamber Flameless Grenade is designed for indoor use. This grenade's pyrotechnic contents are burned within an internal can that is one of three in this design. The internal combustion allows the chemical-laden smoke to be released through three (3) ports on the outer canister side while safely containing any of the fire-producing properties within the two internal canisters. The fuze is shrouded to further protect surrounding materials from the possibility of fire. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. The actual smoke and chemical content is minimal enough that oxygen displacement concerns and LCT is rarely reached. It is a viable option when chemical-laden powders or liquids are ineffective or inappropriate for the situation. As with all pyrotechnic carriers, contamination will be greater than that experienced with powders or liquids.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Riot Control CS Grenade. SWAT Officers will conduct continued training with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize CS and OC munitions and canisters only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 308.6 (Tear Gas)
Fiscal Impact	Initial Cost: \$45.00

Safariland Triple Chaser - CS	
Description	Safariland Triple Chaser - CS
Quantity	34
Capability	The Flameless Tri-Chamber Pyrotechnic Grenade family is designed primarily for tactical situations to detect and/or dislodge a barricaded subject. Further, the respiratory effects of these grenades can be particularly dramatic, producing rapid incapacitation and equally rapid recovery once the subject is removed to fresh air.
Lifespan	5 years from date of manufacture
Manufacturer's Description	The Triple-Chaser consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has approximate burn time of 20-30 seconds.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Riot Control CS Grenade. SWAT Officers will conduct continued training with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the Safariland Triple Chaser only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 308.6 (Tear Gas)
Fiscal Impact	Initial Cost: \$50.00

Defense Technology Spede-Heat Continuous Discharge Chemical Grenade - CS	
Description	Defense Technology Spede-Heat Continuous Discharge Chemical Grenade - CS
Quantity	2
Capability	Designed specifically for outdoor use in crowd control situations, the Spede-Heat™ Grenade is built on the old style larger canister. It is a high volume continuous burn device that expels its payload in approximately 20 - 40 seconds from a single source.
Lifespan	5 years from date of manufacture
Manufacturer's Description	The Spede-Heat CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Riot Control CS Grenade. SWAT Officers will conduct continued training with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the Defense Technology Spede-Heat only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 308.6 (Tear Gas)
Fiscal Impact	Initial Cost: \$25.00

Sting-Ball	
Description	Sting-ball Model 9590 – No Irritant Sting-Ball Grenade
Quantity	26
Capability	The sting-ball is intended for use in crowd management as a Less Lethal Impact Munitions and Diversion Device that has OC powder within that is expelled when detonated.
Lifespan	5 years from date of manufacture
Manufacturer's Description	Multi-effect grenades with a loud blast, bright flash and dispersion of stinging .31 caliber pellets. Can also be configured to dispense an instantaneous cloud of irritant powder.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Sting-ball. SWAT Officers will conduct continued training with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents/less lethal munitions are authorized to use them.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize Sting-ball Model 9590 only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force) and 308 (Control Devices)
Fiscal Impact	Initial Cost: \$51.97 each

**Government Code Section 7070 (c)(14) -  
40MM Projectile Launchers, "bean bag," rubber bullet, Special Impact Munition (SIM)**

Defense Technology 40mm LMT Tactical Single Launcher	
Description	Defense Technology 40mm LMT Tactical Single Launcher
Quantity	19
Capability	Delivery of less lethal kinetic energy munitions and delivery of chemical agents.
Lifespan	Varies based on usage and wear.
Manufacturer's Description	The 40LMTS is a tactical 40mm single shot launcher that features an expandable stock and an adjustable Integrated Front Grip (IFG) with a light rail. The Ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length. This weapon is NOT designed to fire 40mm High Velocity HE ammunition. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the Defense Technology 40mm LMT Tactical Single Launcher only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force), 308 (Control Devices and Techniques), 308.9 (Kinetic Energy Projectile), 308.11 (Kinetic Energy Projectile Training)
Fiscal Impact	Initial Cost: \$835.00 each

Federal Laboratories Model 203 Gas Gun 37mm (not in service)	
Description	Federal Laboratories Model 203 Gas Gun 37mm
Quantity	1
Capability	Delivery of less lethal chemical agents.
Lifespan	Varies based on usage and wear.
Manufacturer's Description	N/A
Purpose	N/A - item pending destruction
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the Federal Laboratories Model 203 Gas Gun 37mm only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force), 308 (Control Devices and Techniques), 308.9 (Kinetic Energy Projectile), 308.11 (Kinetic Energy Projectile Training)
Fiscal Impact	Initial Cost: \$835.00 each

Remington 870 Bean Bag Shotgun (Orange Stock)	
Description	Remington 870 Bean Bag Shotgun (Orange Stock)
Quantity	10
Capability	Delivery of less lethal kinetic energy munitions and delivery of chemical agents with a distinct orange stock for instant recognition as a less lethal device.
Lifespan	Varies based on usage and wear.
Manufacturer's Description	If the Model 870™ were introduced today, it would be hailed as a major advance in pump-action shotgun design - the ultimate in strength, durability, silky-smooth bind-free action, and sleek classical lines. Yet this remarkable shotgun has been around for more than half a century, and has become the best-selling shotgun of any type in history, with over 11 million made. As one of the most popular shotguns of all time, the Model 870 is offered in dozens of configurations to suite hundreds of applications. Browse all models and you'll see why it's one of the most versatile shotguns ever conceived.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the Remington 870 Bean Bag Shotgun (Orange Stock) only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force), 308 (Control Devices and Techniques), 308.9 (Kinetic Energy Projectile), 308.11 (Kinetic Energy Projectile Training)
Fiscal Impact	Initial Cost: \$700.00 each

CSI 12 Gauge Model 2581 Super-Sock “bean bag round”	
Description	CSI 12 Gauge Model 2581 Super-Sock “bean bag round”
Quantity	25
Capability	The Super-Sock® is a less lethal munition that is first in its class providing the point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects.
Lifespan	N/A
Manufacturer’s Description	The Model 2581 Super-Sock® is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Super-Sock® is an aerodynamic projectile and it’s accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock® is first in its class providing the point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects. Effective range is 75ft.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public’s welfare, safety, civil rights and civil liberties.
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize this round only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force), 308 (Control Devices and Techniques), 308.9 (Kinetic Energy Projectile), 308.11 (Kinetic Energy Projectile Training)
Fiscal Impact	Initial Cost: \$700.00 each



Exact Impact 40MM Standard Range Sponge Round	
Description	Exact Impact 40MM Standard Range Sponge Round
Quantity	240
Capability	Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.
Lifespan	5 years from date of manufacture
Manufacturer's Description	The eXact iMPact 40mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and therefore, have velocities that are extremely consistent. Used for Crown Control, Patrol, and Tactical Applications.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize this round only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force), 308 (Control Devices and Techniques), 308.9 (Kinetic Energy Projectile), 308.11 (Kinetic Energy Projectile Training)
Fiscal Impact	Initial Cost: \$17.00 each

Direct Impact 40mm OC Crushable Foam Round	
Description	Direct Impact 40mm OC Crushable Foam Round
Quantity	16
Capability	Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation. The Direct Impact OC round additionally brings the effects of an irritant powder, maximizing the potential for incapacitation. Its purpose is to minimize the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.
Lifespan	5 years from date of manufacture
Manufacturer's Description	The 40mm Direct Impact® Round has evolved from Defense Technology® design of the eXact iMpact™. This lightweight, high-speed projectile consists of a plastic body and a crushable foam nose which is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The rounds utilize smokeless powder as the propellant and have velocities that are extremely consistent. The 40mm Direct Impact® Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload area can hold inert, marking, OC or CS powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The 40mm Direct Impact® Round is a "point-of-aim, point-of-impact" direct fire round that is most commonly used by tactical teams in situations where greater accuracy and deliverable energy is desired for the incapacitation of an aggressive, non-compliant subject at longer distances.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.

Authorized Uses / Department Policy	It is the policy of the RBPB to utilize this round only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force), 308 (Control Devices and Techniques), 308.6 (Tear Gas), 308.9 (Kinetic Energy Projectile), 308.11 (Kinetic Energy Projectile Training)
Fiscal Impact	Initial Cost: \$18.25 each

## Annual Review pursuant to 7072(a)

### Equipment Purchase and Training Use

#### 2024-2025 Purchases (August - July)

Military Equipment	Quantity	Cost	Date of Purchase
308 Federal Tactical TRU	4000 rounds	\$5,000	12/01/2024
Exact Impact 40 MM Sponge rounds	100	\$2,390	1/2025
Gas Munitions	50	\$3,756	10/2024
Drone DJI AVATA 2	3	0 Donated	1/2025

### 2024-2025 Training/ Military Equipment Utilized

Training	Military Equipment	Quantity	Date
SWAT Training (Monthly)	Armored vehicle Bearcat		Monthly
SWAT Training (Monthly)	Loki Drone DJI Drone		Monthly
SWAT Training	Flashbangs	Training Flashbangs	4/2025
SWAT Training	Defense Technology Spede-Heat	1 Round	04/2025
SWAT Training	Defense Technology pocket tactical Triple chaser CS grenade	2 Rounds 1 Round	04/2025
SWAT Training	HK-416 Master Arms 308 Rifles		Monthly
Drone Training/Missions	Da-Jiang M 350 drone	150 missions	yearly
Dept Training	Exact Impact 40MM Sponge rounds	40	As needed throughout the year

## Community Concerns and Complaints

In some instances, the possession and use of military equipment may cause questions and/or concerns for members of the community. It is vitally important that community members' questions and/or complaints regarding Redondo Beach Police Department's possession and use of military equipment are addressed.

The Redondo Beach Police Department is committed to full and fair investigations of community complaints. As such, the Department has sound internal procedures for thorough and impartial investigations of community complaints. Resolving complaints in a fair, impartial, and expeditious manner will ensure the consistent high level of integrity and efficiency maintained by the Department.

In August of 2022, the Redondo Beach Police Department published its Military Equipment Funding, Use and Acquisition policy on its website. Community concerns and complaints can be received via the Department's website, in-person at the police department or in the field during police contacts, telephone, emails and social media.

### **2024-2025 Community Concerns, Complaints & PD Internal Investigations Related to Military Equipment Use**

Community Concerns	Community Complaints	PD Internal Investigations
0	0	0

## Internal Inventory & Audit (RBPD Military Equipment)

Per Redondo Beach Police Department policy 708.3, the Department's military equipment coordinator, is required to complete an internal inventory of all military equipment within the possession of the Department at least once annually.

An audit of the inventory and use of military equipment was completed on July 25, 2025. This audit focused on the use of military equipment during critical incidents involving Department personnel. The audit confirmed that Department personnel were found to be in compliance with Policy #708 in the use of military equipment. The Department did not add any new military equipment to its inventory since that time. All current military equipment inventory was found to be in good shape and working order.

### 2022 Critical Incident/ Military Equipment Utilized

Case #	Date	Equipment Used	Reason
24-937 (Arcadia)	8/22/2024	4 diversionary devices (flashbangs) Bearcat Loki Drone	Search Warrant
24-5545	8/29/2024	Bearcat	Search Warrant
25-439	01/21/25	3 diversionary devices Bearcat	Search Warrant
25-990	2/17/2025	Bearcat	Search Warrant
25-1098	2/21/2025	Bearcat	Search Warrant
25-2720	5/17/2025	1 diversionary device Bearcat	Arrest Warrant
25-21528 (TPD)	6/23/2025	Bearcat	Arrest Warrant
25-4214	7/17/2025	Bearcat	Search Warrant

## Projected Military Equipment Acquisition (2025-2026)

Currently, we do not anticipate the need to purchase equipment which is governed under AB 481. This may change as needs arise over the next year. Any purchases that may occur will be documented on the annual acquisition list compiled with this annual report.

Military Equipment	Projected Amount	Purchase	Projected Purchase Price
N/A			

## Conclusion

This Annual Military Equipment Report reaffirms the Redondo Beach Police Department’s commitment to providing transparency and information to our communities and elected officials in addition to ensuring compliance with California State law. The equipment, resources, and training outlined in this report allow Redondo Beach Police Officers to better serve and protect the City of Redondo Beach, enhance the safety of officers and community and bring critical incidents to a safe resolution.







# **AB 481 Compliance Inventory**

## **Fiscal year 2024-2025**

Page	Equipment
2 - 4	Unmanned, remotely piloted powered aerial, or ground vehicles
5	Armored Vehicle
6 - 8	Breaching apparatuses that are explosive in nature
9 - 12	Firearms of .50 caliber or greater – excluding standard issue shotgun
13	Ammunition of .50 caliber or greater – excluding standard issue shotgun
14 - 21	Specialized firearms/ammunition – excluding standard issue service weapons
22 - 29	“Flashbangs” / “Teargas”
30 - 35	40MM Projectile Launchers, “bean bag,” rubber bullet, Special Impact Munition (SIM)
36 - 40	Annual review per 7072(a) to include subsections (1)-(6)

Government Code Section 7070 (c)(1) - Unmanned, remotely piloted powered aerial, or ground vehicles

UAS - (DJI) Matrice 300	
Description	Da-Jiang Innovations (DJI) Matrice 300 is an unmanned aerial system (UAS)
Quantity	1
Capability	A UAS can support first responders by providing real-time information from an aerial perspective; and they can be helpful with search and rescue, high-risk tactical situations, disaster response, and video and photographic documentation of crime scenes.
Lifespan	Varies on operational usage and wear (approximately 5 years)
Manufacturer's Description	The Matrice 300 RTK is DJI's latest commercial drone platform that takes inspiration from modern aviation systems. Offering up to 55 minutes of flight time, advanced AI capabilities, 6 Directional Sensing & Positioning and more, the M300 RTK sets a whole new standard by combining intelligence with high-performance and unrivaled reliability.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	The training requirements for the operation are outlined in RBPDP Policy Manual Section 613.5
Authorized Uses / Department Policy	<p>Policy Manual Section 613</p> <p>Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. The uses include but are not limited to searches (missing persons, outstanding suspects), videos/photographs for investigative support, overwatch for Officers, disaster response, and special events.</p> <p>Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.</p>
Fiscal Impact	The RBPDP is contracted (not to exceed \$105,000.00 per year) with Flying Lion which allows for access and use of their UAS aircraft which includes the DJI Matrice 300.

UAS - (DJI) Mavic 2 Enterprise Advanced	
Description	Da-Jiang Innovations (DJI) Mavic 2 Enterprise Advanced is an unmanned aerial system (UAS)
Quantity	1
Capability	A UAS can support first responders by providing real-time information from an aerial perspective; and they can be helpful with search and rescue, high-risk tactical situations, disaster response, and video and photographic documentation of crime scenes.
Lifespan	Varies on operational usage and wear (approximately 5 years)
Manufacturer's Description	Capture accurate details in any mission with the Mavic 2 Enterprise Advanced – a highly versatile yet compact tool that packs a whole lot of performance upgrades. With high-resolution thermal and visual cameras, the M2EA supports up to 32x digital zoom and is capable of centimeter-level positioning accuracy with the RTK module. Expand your vision with advanced dual-cameras.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	The training requirements for the operation are outlined in RBPDP Policy Manual Section 613.5
Authorized Uses / Department Policy	<p>Policy Manual Section 613</p> <p>Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. The uses include but are not limited to searches (missing persons, outstanding suspects), videos/photographs for investigative support, overwatch for Officers, disaster response, and special events.</p> <p>Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.</p>
Fiscal Impact	The RBPDP is contracted (not to exceed \$105,000.00 per year) with Flying Lion which allows for access and use of their UAS aircraft which includes the DJI Mavic 2 Enterprise Advanced.

UAS – LOKI Mk2	
Description	The LOKI Mk2 is an unmanned aerial system (UAS)
Quantity	2
Capability	<p>A UAS can support first responders by providing real-time information from an aerial perspective; and they can be helpful with search and rescue, high-risk tactical situations, disaster response, and video and photographic documentation of crime scenes.</p> <p>The LOKI Mk2 requires no internet service, no GPS, no phone or tablet connection, making it mission capable in seconds from virtually anywhere.</p>
Lifespan	Varies on operational usage and wear (approximately 5 years)
Manufacturer's Description	LOKI is the world's first purpose-built tactical sUAS. Designed and built in conjunction with several of the world's top counter-terror units, LOKI Mk2 solves virtually all of the problems associated with the tactical use of commercial UAS systems. LOKI is intended for close-quarter, indoor, and outdoor tactical scouting missions, and features a highly sensitive Night-Day + IR sensor camera giving it the ability to fly and see in complete darkness
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	<p>The training requirements for the operation are outlined in RBPDP Policy Manual Section 613.5</p> <p>Operators will attend a two-day, 16-hour course, that was specifically designed for the operational use of the LOKI Mk2 Tactical UAS. The curriculum consists of exercises and reality-based scenarios that integrate additional overwatch UAV's into the operations.</p>
Authorized Uses / Department Policy	<p>Policy Manual Section 613</p> <p>Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. The uses include but are not limited to searches (missing persons, outstanding suspects), videos/photographs for investigative support, overwatch for Officers, disaster response, and special events.</p> <p>Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.</p>
Fiscal Impact	The initial purchase cost of the LOKI Mk2 were \$500.00 each. There is currently not a cost for on going maintenance as they have not had to be serviced.

**Government Code Section 7070 (c)(2) - Armored Vehicle**

Lenco BearCat G2 Armored Vehicle	
Description	Lenco BearCat G2 Armored Rescue Vehicle (ARV)
Quantity	1
Capability	ARVs can support first responders in high-risk operations that would benefit from having a vehicle with a high level of ballistic protection.
Lifespan	Varies on operational usage and wear (approximately 20 years)
Manufacturer's Description	The Lenco Bear Cat tactical armored vehicle operates on a standard Ford F-550 truck chassis, which has been upgraded into a steel armored vehicle that is four-wheel drive with a V8 diesel engine and has enough space to seat 10 to 12 fully equipped officers. The Bear Cat can support first responders in any high-risk incident which would benefit from having a vehicle that provides a high level of ballistic protection; including active shooters, armed or barricaded suspects, hostage situations, high-risk tactical operations, and disaster response. The RBPD often utilizes the armored vehicle at highly visible locations during large events and activities in our city. It is also utilized for community engagement and relations.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	No additional training or special operating license is required to conduct the basic operations of this vehicle.
Authorized Uses / Department Policy	Policy Manual Section 315 (Officer Response to Calls) and 704 (vehicle maintenance)  It is the policy of the RBPD to utilize the ARV only for official law enforcement purposes, by trained personnel, and pursuant to State and Federal laws, including those regarding use of force.
Fiscal Impact	<b>Initial Cost:</b> On 8-7-07, the cities of El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Manhattan Beach, Palos Verdes Estates, Redondo Beach, and Torrance entered into a contract whereby the City of Redondo Beach coordinated the purchase of this Lenco Bear Cat for no more than \$245,000 using a grant from the CA Governor's Office of Homeland Security (OHS) through the FY2006 Homeland Security Grant Program (HSGP).  <b>Estimated Maintenance Costs:</b> Maintenance on this vehicle is divided equally amongst participating cities. The estimated annual cost to Redondo Beach is approximately \$500.00.

**Government Code Section 7070 (c)(7) - Breaching apparatuses that are explosive in nature**

<b>Royal Arms 12 Gauge Shot Lock</b>	
Description	The Royal Arms Breaching Shotgun
Quantity	1
Capability	This tool allows for officers to safely utilize shotgun breaching rounds to facilitate an entry into a target location by defeating deadbolts, door locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the device into the correct position and vents gasses to prevent overpressure.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	Royal Arms Breaching Shotgun starts out with the Remington 870 Express Synthetic 12 Ga Shotgun as its base. We then completely modify it with our custom CNC machined parts to be the ultimate Breaching Shotgun. Royal Arms invented the Breachers and Breaching shotguns. The Remington Express Synthetic model is a great option for those who don't need the upgraded performance of the Police model.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have been trained in the use of the breaching shotgun are authorized to utilize this tool. SWAT Officers assigned as a breacher must successfully complete an 80-hour SWAT Academy and must attend extensive POST certified breaching courses as well as meet annual training requirements.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the breaching shotgun only for official law enforcement purposes, by trained personnel, and pursuant to State and Federal laws, including those regarding use of force.
Fiscal Impact	<b>Initial Cost:</b> : \$700  <b>Estimated Maintenance Costs:</b> The annual maintenance cost for this weapon varies based on operational use and wear

Defense Technology TKO 12-Gauge Breaching Round	
Description	Defense Technology TKO 12-Gauge Breaching Round
Quantity	8
Capability	This tool allows for officers to safely utilize shotgun breaching rounds to facilitate an entry into a target location by defeating deadbolts, door locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the device into the correct position and vents gasses to prevent overpressure.
Lifespan	N/A
Manufacturer's Description	The 12-Gauge TKO Breaching Round is a 12-Gauge shell loaded with a compressed zinc slug, utilizing smokeless powder as a propellant. The TKO is a widely used method to breach door locks or hinges for entry during tactical operations. When properly deployed, the TKO is capable of defeating door lock mechanisms, door knobs, hinges, dead bolts, safety chains, and pad locks on both wooden or hollow core doors. Upon impact with the target, the zinc slug disintegrates in to a fine powder eliminating fragmentation.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have been trained in the use of the breaching shotgun are authorized to utilize this tool. SWAT Officers assigned as a breacher must successfully complete an 80-hour SWAT Academy and must attend extensive POST certified breaching courses as well as meet annual training requirements.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the breaching shotgun and rounds only for official law enforcement purposes, by trained personnel, and pursuant to State and Federal laws, including those regarding use of force.
Fiscal Impact	Approximately \$42.99 per round (based on open source internet data)

Fiocchi Master Key Breaching Round	
Description	The Fiocchi Master Key Breaching Round
Quantity	6
Capability	This tool allows for officers to safely utilize shotgun breaching rounds to facilitate an entry into a target location by defeating deadbolts, door locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the device into the correct position and vents gasses to prevent overpressure.
Lifespan	N/A
Manufacturer's Description	N/A
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have been trained in the use of the breaching shotgun are authorized to utilize this tool. SWAT Officers assigned as a breacher must successfully complete an 80-hour SWAT Academy and must attend extensive POST certified breaching courses as well as meet annual training requirements.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the breaching shotgun and rounds only for official law enforcement purposes, by trained personnel, and pursuant to State and Federal laws, including those regarding use of force.
Fiscal Impact	N/A



**Government Code Section 7070 (c)(8) -  
Firearms of .50 caliber or greater – excluding standard issue shotgun**

Barrett M82A1 .50 BMG Sniper Rifle	
Description	Barrett M82A1 .50 BMG Sniper Rifle
Quantity	1
Capability	Long range precision shooting rifle
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	The Model 82A1 is a semi-automatic, recoil operated rifle chambered in .50 BMG or .416 Barrett. The rifle is fed from a 10 round detachable (.50 BMG) or fixed (.416 Barrett) magazine. With its low felt recoil and self-loading action, the Model 82A1 offers rapid, accurate fire power. The muzzle brake, dual barrel springs and long mainspring design make the rifle comfortable to shoot.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPd to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force. RBPd Policy Section 312</p> <p>312.3 The only authorized .50 BMG rifles are the ones which are owned and issued by the Department. These rifles shall be the Barrett M82A1 and the ArmaLite AR50. The Barrett M82A1 is a semi-automatic, magazine fed rifle. The ArmaLite AR50 is a single shot bolt action rifle.</p> <p>312.5 TRAINING Only SWAT team members who have successfully completed Department authorized training and who are currently authorized shall carry and utilize the .50 BMG. The training shall consist of an initial .50 BMG user's course and qualification score with a certified rifle instructor. SWAT personnel shall thereafter be required to successfully complete semi-annual training and qualification with a certified rifle instructor</p> <p>312.6 DEPLOYMENT OF THE .50 BMG SNIPER RIFLE All deployments of the .50 BMG must have the prior approval of the SWAT Commander. Upon approval, SWAT team members may deploy the .50 BMG in any circumstance where the officer can articulate a reasonable expectation that the .50 BMG may be needed. The .50 BMG round is not affected by atmospheric conditions at short range (under 500 yards) and obstructions such as vehicles, glass and standard stucco walls.</p> <p>312.9 RIFLE STORAGE The .50 BMG sniper rifles shall be stored in the SWAT armory.</p>
Fiscal Impact	Initial Cost: unknown

	Estimated Maintenance Costs: Varies depending on use and wear.
ArmaLite AR50 .50 BMG Sniper Rifle	
Description	ArmaLite AR50 .50 BMG Sniper Rifle
Quantity	1
Capability	Long range precision shooting rifle
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	The AR-50A1 is a single shot bolt action rifle chambered for the powerful .50 BMG cartridge. The rifle features a unique octagonal receiver and utilizes ArmaLite's proprietary V-Channel chassis. Designed for the challenges of long-range shooting, the AR-50A1 is exceptionally accurate with a highly effective muzzle brake.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPD to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPD Policy Section 312 312.3 The only authorized .50 BMG rifles are the ones which are owned and issued by the Department. These rifles shall be the Barrett M82A1 and the ArmaLite AR50. The Barrett M82A1 is a semi-automatic, magazine fed rifle. The ArmaLite AR50 is a single shot bolt action rifle.</p> <p>312.5 TRAINING Only SWAT team members who have successfully completed Department authorized training and who are currently authorized shall carry and utilize the .50 BMG. The training shall consist of an initial .50 BMG user's course and qualification score with a certified rifle instructor. SWAT personnel shall thereafter be required to successfully complete semi-annual training and qualification with a certified rifle instructor</p> <p>312.6 DEPLOYMENT OF THE .50 BMG SNIPER RIFLE All deployments of the .50 BMG must have the prior approval of the SWAT Commander. Upon approval, SWAT team members may deploy the .50 BMG in any circumstance where the officer can articulate a reasonable expectation that the .50 BMG may be needed. The .50 BMG round is not affected by atmospheric conditions at short range (under 500 yards) and obstructions such as vehicles, glass and standard stucco walls.</p> <p>312.9 RIFLE STORAGE The .50 BMG sniper rifles shall be stored in the SWAT armory.</p>
Fiscal Impact	Initial Cost: unknown Estimated Maintenance Costs: Varies depending on use and wear.

Benelli's M4 Tactical Shotgun	
Description	Benelli's M4 Tactical Shotgun
Quantity	2
Capability	Long-barreled firearm designed to shoot a straight-walled cartridge known as a shot shell.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	Benelli's M4 Tactical is a unique, Auto-Regulating-Gas-Operated (A.R.G.O.) semi-automatic shotgun, upon which the U.S. Marine Corps depends. It comes standard with a picatinny rail and pistol-grip stock. Other features include a fully adjustable ghost-ring aperture rear sight and windage-adjustable front sight.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPD to utilize this shotgun only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPD Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	<p>Initial Cost: unknown</p> <p>Estimated Maintenance Costs: Varies depending on use and wear.</p>

Beretta Shotgun Model 1200	
Description	Beretta Shotgun Model 1200
Quantity	1
Capability	Long-barreled firearm designed to shoot a straight-walled cartridge known as a shot shell.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	N/A
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPD to utilize this shotgun only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPD Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	<p>Initial Cost: unknown</p> <p>Estimated Maintenance Costs: Varies depending on use and wear.</p>

**Government Code Section 7070 (c)(9) -  
Ammunition of .50 caliber or greater – excluding standard issue shotgun**

.50 BMG AAA M-2 Round	
Description	.50 BMG AAA M-2 Round
Quantity	177
Capability	Long range precision shooting rifle round
Lifespan	N/A
Manufacturer's Description	N/A
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle round. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPB to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPB Policy Section 312 312.3 The only authorized .50 BMG rifles are the ones which are owned and issued by the Department. These rifles shall be the Barrett M82A1 and the ArmaLite AR50. The Barrett M82A1 is a semiautomatic, magazine fed rifle. The ArmaLite AR50 is a single shot bolt action rifle.</p> <p>312.5 TRAINING Only SWAT team members who have successfully completed Department authorized training and who are currently authorized shall carry and utilize the .50 BMG. The training shall consist of an initial .50 BMG user's course and qualification score with a certified rifle instructor. SWAT personnel shall thereafter be required to successfully complete semi-annual training and qualification with a certified rifle instructor</p> <p>312.6 DEPLOYMENT OF THE .50 BMG SNIPER RIFLE All deployments of the .50 BMG must have the prior approval of the SWAT Commander. Upon approval, SWAT team members may deploy the .50 BMG in any circumstance where the officer can articulate a reasonable expectation that the .50 BMG may be needed. The .50 BMG round is not affected by atmospheric conditions at short range (under 500 yards) and obstructions such as vehicles, glass and standard stucco walls.</p> <p>312.9 RIFLE STORAGE The .50 BMG sniper rifles shall be stored in the SWAT armory.</p>
Fiscal Impact	Initial Cost: unknown

**Government Code Section 7070 (c)(10) -  
Specialized firearms/ammunition – excluding standard issue service weapons**

HK 416	
Description	Heckler & Koch 416 Rifle
Quantity	15
Capability	A rifle that has the ability to be used as a semi-automatic rifle or fully-automatic which fires an intermediate-power cartridge (5.56mm) which is more powerful than a standard pistol but less powerful than a standard rifle. It is a short barreled rifle which allows a trained officer better control inside of structures with greater accuracy than a handgun.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	The HK416 (5.56 mm) was developed by Heckler & Koch for US special operations forces as a major product improvement of M4/M16-type carbines and rifles. Using the HK-proprietary gas piston system, the HK416 does not introduce propellant gases and carbon fouling back into the weapon's interior, making it the most reliable of any M4/M16 type weapon. An improved and tool-less gas regulator for suppressor use, a redesigned, user-friendly lower receiver, which allows complete ambidextrous operation of the weapon and ensures optimized magazine compatibility, as well as numerous technical improvements to maximize the operator safety, reliability, ammunition compatibility and durability under real operating conditions.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  RBPD Policy Section 408.4.2 – (d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.
Fiscal Impact	Initial Cost: \$3,499.00 per rifle (based on open source internet data) Estimated Maintenance Costs: Varies depending on use and wear.

Colt Manufacturing M4 Carbine	
Description	Colt Manufacturing M4 Carbine
Quantity	3
Capability	A rifle that has the ability to be used as a semi-automatic rifle or fully-automatic which fires an intermediate-power cartridge (5.56mm) which is more powerful than a standard pistol but less powerful than a standard rifle. It is a short barreled rifle which allows a trained officer better control inside of structures with greater accuracy than a handgun.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	Throughout the world today, Colt's reliability, performance, and accuracy provide our Armed Forces the confidence required to accomplish any mission. Colt's LE6920 series shares many features of its combat-proven brother, the Colt M4.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	It is the policy of the RBPB to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  RBPB Policy Section 408.4.2 – (d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.
Fiscal Impact	Initial Cost: unknown Estimated Maintenance Costs: Varies depending on use and wear.

Colt Manufacturing M16 A2	
Description	Colt Manufacturing M16 A2
Quantity	6
Capability	A rifle that has the ability to be used as a semi-automatic rifle or fully-automatic which fires an intermediate-power cartridge (5.56mm) which is more powerful than a standard pistol but less powerful than a standard rifle.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	The Colt M16A2 was the service rifle of the U.S. Armed Forces and some 55 other countries. It is the latest version of a weapon that has been the U.S. standard since 1967, and it has a well-earned combat reputation. The USMC was the first US service branch to adopt the improved M16A2 in the mid-1980s, with other service branches following suit.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPD to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPD Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	Initial Cost: unknown Estimated Maintenance Costs: Varies depending on use and wear.



Heckler & Koch HK91	
Description	Heckler & Koch HK91 Semiautomatic Rifle
Quantity	3
Capability	A rifle that has the ability to be used as a semi-automatic rifle or fully-automatic which fires an intermediate-power cartridge (5.56mm) which is more powerful than a standard pistol but less powerful than a standard rifle.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	The HK is a semiautomatic rifle version of the Heckler & Koch G3 automatic rifle that was produced by Heckler & Koch for the civilian market in the 1960s.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RCPD to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RCPD Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	<p>Initial Cost: unknown</p> <p>Estimated Maintenance Costs: Varies depending on use and wear.</p>

Remington Model 700	
Description	Remington Model 700, .308 Bolt Action Rifle
Quantity	4
Capability	Long range precision shooting rifle
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	<p>It's the number one bolt-action of all time, proudly made in the U.S.A. For over 50 years, more Model 700s have been sold than any other bolt-action rifle before or since. The legendary strength of its 3-rings-of-steel receiver paired with a hammer-forged barrel, combine to yield the most popular bolt-action rifle in history.</p> <p>Top choice of elite military snipers, the Model 700 is unequalled in tactical precision. Whether defending freedom or pursuing big game, its out-of-the-box accuracy is unmatched.</p>
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPd to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPd Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	<p>Initial Cost: unknown</p> <p>Estimated Maintenance Costs: Varies depending on use and wear.</p>

Masterpiece Arms .308 Bolt Action Rifle	
Description	Masterpiece Arms .308 Bolt Action Rifle
Quantity	4
Capability	Long range precision shooting rifle
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	Masterpiece Arms builds World Class Rifles. We start with our industry leading Chassis System, utilize the Best Actions and Triggers produced, and our MPA/Spencer 416R Handlapped Barrels provide some the best shooting, most accurate rifles in existence. Designed, Built and Enhanced by Long Range Shooters and Hunters, our Rifles fulfill the needs of the most discerning shooters.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPD to utilize this rifle only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPD Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	<p>Initial Cost: unknown</p> <p>Estimated Maintenance Costs: Varies depending on use and wear.</p>

Heckler & Koch MP5 Submachine Gun 9mm	
Description	Heckler & Koch MP5 Submachine Gun 9mm
Quantity	2
Capability	The platform is capable of firing more accurately and quicker than a pistol while holding more ammunition in the magazine.
Lifespan	Varies on operational usage and wear.
Manufacturer's Description	Developed by Heckler & Koch in the mid-1960s, the 9 mm MP5 submachine gun uses the same delayed blowback operating system found on the famous HK G3 automatic rifle. Reliability, accuracy, ease of handling, simple maintenance, and safety — all the elements of HK excellence are highlighted on the MP5. Firing from the closed-bolt position in all modes of fire make MP5 submachine guns extremely accurate and controllable.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	<p>It is the policy of the RBPB to utilize this submachine gun only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.</p> <p>RBPB Policy Section 408.4.2 –</p> <p>(d) Semi-annually, each SWAT team member shall perform the SWAT handgun and shoulder fired weapon(s) qualification course. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify must retest within 30 days. Failure to qualify within 30 days with or without remedial training may result in dismissal from the team.</p> <p>(e) Semi-annually, each SWAT team member shall complete the SWAT qualification course for any specialty weapon issued to, or used by, the team member during SWAT operations. Failure to qualify will require that officer to seek remedial training from a team firearms instructor approved by the SWAT Commander. Team members who fail to qualify on their specialty weapon may not utilize the specialty weapon on SWAT operations until qualified.</p>
Fiscal Impact	Initial Cost: unknown Estimated Maintenance Costs: Varies depending on use and wear.

Federal Tactical Tru 308 Win	
Description	Federal Tactical Tru 308 Win
Quantity	4800
Capability	Long range precision shooting rifle round
Lifespan	N/A
Manufacturer's Description	Custom made for your Urban Rifle, Tactical Tru was specifically designed for use in semi-automatic rifles or "Urban Rifles," such as variant of the M-16 or Ar-15. Tru bullets are specifically engineered, ranging from fragmenting designs for tactically entry to deeper penetrating bullets for patrol. This is particularly important in today's urban settings.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle round. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize these rounds only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.
Fiscal Impact	Initial Cost: unknown

**Government Code Section 7070 (c)(12) - "Flashbangs" / "Teargas"**

Noise Flash Diversionary Device (Flashbang)	
Description	Low Roll II Distraction Device by Defense Technology
Quantity	33
Capability	Diversionsary Devices are capable of releasing large amounts of stored energy in the form of heat, light, pressure, and noise. They are intended to temporarily distract, confuse, and disorient subjects. They can also be used as "attention-getting" devices.
Lifespan	5 years from date of manufacture
Manufacturer's Description	The 11-Gram Low Roll II® Non-Reloadable Distraction Device, High Humidity utilizes an M201A1 type fuse with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	SWAT Officers must successfully complete an 80-hour SWAT Academy and are subject to ongoing extensive classroom and practical application training in the use of this rifle. Additionally, SWAT Officers regularly train on safe device deployment in a variety of operational settings.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize NFDDs only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Diversionsary Devices are to be used exclusively by the SWAT Unit. Diversionsary Devices can be used in high-risk tactical operations as an attention getting device. They can also be used during high-risk warrants, hostage rescue incidents, and some mobile field force incidents.
Fiscal Impact	Initial Cost: \$50.00 each

Aerial Flashbang	
Description	Exact Impact 40mm Aerial Flashbangs Green Tip (noise flash diversionary device)
Quantity	4
Capability	NFDD can be used to gain compliance, disperse crowds, restore order, or temporarily incapacitate dangerous persons.
Lifespan	5 years from date of manufacture
Manufacturer's Description	CSI manufactures a variety of CTS less lethal products which are under pressure, pyrotechnic, incendiary, emit projectiles, generate smoke, or are explosive in nature. When used in accordance with CTS training guidelines and the individual agencies policy, they are intended to cause varying degrees of pain and injury, which are temporary. These products are restricted to law enforcement, corrections, and military personnel are used to gain compliance, disperse crowds, restore order, or temporarily incapacitate dangerous persons.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device and related munitions, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize NFDDs only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Diversionary Devices are to be used exclusively by the SWAT Unit. Diversionary Devices can be used in high-risk tactical operations as an attention getting device. They can also be used during high-risk warrants, hostage rescue incidents, and some mobile field force incidents.
Fiscal Impact	Initial Cost: \$40.00 each

CS Munitions and Canisters	
Description	(Tear Gas) The Redondo Beach Police Department deploys two types of chemical agents in various forms including munitions and canisters. The RBPD deploys CS (2-chlorobenzylidene malononitrile) and OC (oleoresin capsicum) which are commonly used by law enforcement agencies across the United States. CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5oz or less). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).
Quantity	CS Projectile (2 total)  CS Riot Grenade (7 total)  Defense Technology OC Vapor (spray) (1 total)  Defense Technology Pocket Tactical CS (34 total)  Defense Technology Riot Control CS (4 total)  Triple Chaser CS Grenade (3 total)
Capability	Chemical Agents are deployed through various means to include hand delivery (canister) or via various munitions including 40mm, 37mm, or 12 gauge rounds and the related less lethal weapons system.
Lifespan	Typically 5 years from date of manufacture
Manufacturer's Description	Varies based on specific munition or canister
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the equipment listed above. SWAT Officers will conduct continued training with the use of chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize CS and OC munitions and canisters only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 308.6 (Tear Gas)
Fiscal Impact	Varies based on specific munition/canister



CS Munitions and Canisters (Out of Service)	
Description	(Tear Gas) The Redondo Beach Police Department deploys two types of chemical agents in various forms including munitions and canisters. The RBPD deploys CS (2-chlorobenzylidene malononitrile) and OC (oleoresin capsicum) which are commonly used by law enforcement agencies across the United States. CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5oz or less). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).
Quantity	The below listed items are in the SWAT inventory but are no longer in use and will be disposed of in a proper manner:  Ferrett 40mm CS Liquid (10 total)  Ferrett 40mm OC Liquid (17 total)  Ferrett CS Powder (Shotgun Rounds) (23 total)
Capability	Chemical Agents are deployed through various means to include hand delivery (canister) or via various munitions including 40mm, 37mm, or 12 gauge rounds and the related less lethal weapons system.
Lifespan	Typically 5 years from date of manufacture
Manufacturer's Description	Varies based on specific munition or canister
Purpose	N/A - item pending destruction
Training Required	Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the equipment listed above. SWAT Officers will conduct continued training with the use of chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize CS and OC munitions and canisters only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 308.6 (Tear Gas)
Fiscal Impact	Varies based on specific munition/canister

Defense Technology Tri-Chamber Flameless Grenade - CS	
Description	Defense Technology Tri-Chamber Flameless Grenade - CS
Quantity	5
Capability	The Tri-Chamber Flameless Grenade is used for riot and disturbance control. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.
Lifespan	5 years from date of manufacture
Manufacturer's Description	The Tri-Chamber Flameless Grenade is designed for indoor use. This grenade's pyrotechnic contents are burned within an internal can that is one of three in this design. The internal combustion allows the chemical-laden smoke to be released through three (3) ports on the outer canister side while safely containing any of the fire-producing properties within the two internal canisters. The fuze is shrouded to further protect surrounding materials from the possibility of fire. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. The actual smoke and chemical content is minimal enough that oxygen displacement concerns and LCT is rarely reached. It is a viable option when chemical-laden powders or liquids are ineffective or inappropriate for the situation. As with all pyrotechnic carriers, contamination will be greater than that experienced with powders or liquids.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Riot Control CS Grenade. SWAT Officers will conduct continued training with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize CS and OC munitions and canisters only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 308.6 (Tear Gas)
Fiscal Impact	Initial Cost: \$45.00

Safariland Triple Chaser - CS	
Description	Safariland Triple Chaser - CS
Quantity	34
Capability	The Flameless Tri-Chamber Pyrotechnic Grenade family is designed primarily for tactical situations to detect and/or dislodge a barricaded subject. Further, the respiratory effects of these grenades can be particularly dramatic, producing rapid incapacitation and equally rapid recovery once the subject is removed to fresh air.
Lifespan	5 years from date of manufacture
Manufacturer's Description	The Triple-Chaser consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has approximate burn time of 20-30 seconds.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Riot Control CS Grenade. SWAT Officers will conduct continued training with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the Safariland Triple Chaser only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 308.6 (Tear Gas)
Fiscal Impact	Initial Cost: \$50.00

Defense Technology Spede-Heat Continuous Discharge Chemical Grenade - CS	
Description	Defense Technology Spede-Heat Continuous Discharge Chemical Grenade - CS
Quantity	2
Capability	Designed specifically for outdoor use in crowd control situations, the Spede-Heat™ Grenade is built on the old style larger canister. It is a high volume continuous burn device that expels its payload in approximately 20 - 40 seconds from a single source.
Lifespan	5 years from date of manufacture
Manufacturer's Description	The Spede-Heat CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Riot Control CS Grenade. SWAT Officers will conduct continued training with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents are authorized to use them.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the Defense Technology Spede-Heat only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 308.6 (Tear Gas)
Fiscal Impact	Initial Cost: \$25.00

Sting-Ball	
Description	Sting-ball Model 9590 – No Irritant Sting-Ball Grenade
Quantity	26
Capability	The sting-ball is intended for use in crowd management as a Less Lethal Impact Munitions and Diversion Device that has OC powder within that is expelled when detonated.
Lifespan	5 years from date of manufacture
Manufacturer's Description	Multi-effect grenades with a loud blast, bright flash and dispersion of stinging .31 caliber pellets. Can also be configured to dispense an instantaneous cloud of irritant powder.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Only SWAT Officers that have completed a SWAT basic academy are authorized to utilize the Sting-ball. SWAT Officers will conduct continued training with the use of hand deployed chemical agent devices during supplemental SWAT courses and trainings. Additionally, officers who have received P.O.S.T. certification in the use of chemical agents/less lethal munitions are authorized to use them.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize Sting-ball Model 9590 only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force) and 308 (Control Devices)
Fiscal Impact	Initial Cost: \$51.97 each

**Government Code Section 7070 (c)(14) -  
40MM Projectile Launchers, "bean bag," rubber bullet, Special Impact Munition (SIM)**

Defense Technology 40mm LMT Tactical Single Launcher	
Description	Defense Technology 40mm LMT Tactical Single Launcher
Quantity	19
Capability	Delivery of less lethal kinetic energy munitions and delivery of chemical agents.
Lifespan	Varies based on usage and wear.
Manufacturer's Description	The 40LMTS is a tactical 40mm single shot launcher that features an expandable stock and an adjustable Integrated Front Grip (IFG) with a light rail. The Ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm Less Lethal ammunition, up to 4.8 inches in cartridge length. This weapon is NOT designed to fire 40mm High Velocity HE ammunition. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the Defense Technology 40mm LMT Tactical Single Launcher only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force), 308 (Control Devices and Techniques), 308.9 (Kinetic Energy Projectile), 308.11 (Kinetic Energy Projectile Training)
Fiscal Impact	Initial Cost: \$835.00 each

Federal Laboratories Model 203 Gas Gun 37mm (not in service)	
Description	Federal Laboratories Model 203 Gas Gun 37mm
Quantity	1
Capability	Delivery of less lethal chemical agents.
Lifespan	Varies based on usage and wear.
Manufacturer's Description	N/A
Purpose	N/A - item pending destruction
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the Federal Laboratories Model 203 Gas Gun 37mm only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force), 308 (Control Devices and Techniques), 308.9 (Kinetic Energy Projectile), 308.11 (Kinetic Energy Projectile Training)
Fiscal Impact	Initial Cost: \$835.00 each

Remington 870 Bean Bag Shotgun (Orange Stock)	
Description	Remington 870 Bean Bag Shotgun (Orange Stock)
Quantity	10
Capability	Delivery of less lethal kinetic energy munitions and delivery of chemical agents with a distinct orange stock for instant recognition as a less lethal device .
Lifespan	Varies based on usage and wear.
Manufacturer's Description	If the Model 870™ were introduced today, it would be hailed as a major advance in pump-action shotgun design - the ultimate in strength, durability, silky-smooth bind-free action, and sleek classical lines. Yet this remarkable shotgun has been around for more than half a century, and has become the best-selling shotgun of any type in history, with over 11 million made. As one of the most popular shotguns of all time, the Model 870 is offered in dozens of configurations to suite hundreds of applications. Browse all models and you'll see why it's one of the most versatile shotguns ever conceived.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize the Remington 870 Bean Bag Shotgun (Orange Stock) only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force), 308 (Control Devices and Techniques), 308.9 (Kinetic Energy Projectile), 308.11 (Kinetic Energy Projectile Training)
Fiscal Impact	Initial Cost: \$700.00 each



CSI 12 Gauge Model 2581 Super-Sock “bean bag round”	
Description	CSI 12 Gauge Model 2581 Super-Sock “bean bag round”
Quantity	25
Capability	The Super-Sock® is a less lethal munition that is first in its class providing the point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects.
Lifespan	N/A
Manufacturer’s Description	The Model 2581 Super-Sock® is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Super-Sock® is an aerodynamic projectile and it’s accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock® is first in its class providing the point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects. Effective range is 75ft.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public’s welfare, safety, civil rights and civil liberties.
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize this round only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force), 308 (Control Devices and Techniques), 308.9 (Kinetic Energy Projectile), 308.11 (Kinetic Energy Projectile Training)
Fiscal Impact	Initial Cost: \$700.00 each

Exact Impact 40MM Standard Range Sponge Round	
Description	Exact Impact 40MM Standard Range Sponge Round
Quantity	82
Capability	Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.
Lifespan	5 years from date of manufacture
Manufacturer's Description	The eXact iMpact 40mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and therefore, have velocities that are extremely consistent. Used for Crown Control, Patrol, and Tactical Applications.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize this round only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force), 308 (Control Devices and Techniques), 308.9 (Kinetic Energy Projectile), 308.11 (Kinetic Energy Projectile Training)
Fiscal Impact	Initial Cost: \$17.00 each

Direct Impact 40mm OC Crushable Foam Round	
Description	Direct Impact 40mm OC Crushable Foam Round
Quantity	16
Capability	Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation. The Direct Impact OC round additionally brings the effects of an irritant powder, maximizing the potential for incapacitation. Its purpose is to minimize the risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.
Lifespan	5 years from date of manufacture
Manufacturer's Description	The 40mm Direct Impact® Round has evolved from Defense Technology® design of the eXact iMpack™. This lightweight, high-speed projectile consists of a plastic body and a crushable foam nose which is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The rounds utilize smokeless powder as the propellant and have velocities that are extremely consistent. The 40mm Direct Impact® Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload area can hold inert, marking, OC or CS powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The 40mm Direct Impact® Round is a "point-of-aim, point-of-impact" direct fire round that is most commonly used by tactical teams in situations where greater accuracy and deliverable energy is desired for the incapacitation of an aggressive, non-compliant subject at longer distances.
Purpose	These are necessary because there is no reasonable alternative that can achieve the same objective of Officer and Community safety, and will safeguard the public's welfare, safety, civil rights and civil liberties.
Training Required	Every sworn Redondo Beach Police Officer attends a less lethal refresher course every two years. The refresher course consists of reading the department policy on each less lethal device, overview of the use of force policy, nomenclature of the projector launcher device and live fire with the projectile launchers. Additionally, SWAT members train on the projectile launcher platforms numerous times throughout the year.
Authorized Uses / Department Policy	It is the policy of the RBPD to utilize this round only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.  Policy Section 300 (Use of Force), 308 (Control Devices and Techniques), 308.6 (Tear Gas), 308.9 (Kinetic Energy Projectile), 308.11 (Kinetic Energy Projectile Training)
Fiscal Impact	Initial Cost: \$18.25 each

## Annual Review pursuant to 7072(a)

### Equipment Purchase and Training Use

#### 2023-2024 Purchases

Military Equipment	Quantity	Cost	Date of Purchase
308 Federal Tactical TRU	4000 rounds	\$6,000	12/01/2023

#### 2023-2024 Training/ Military Equipment Utilized

Training	Military Equipment	Quantity	Date
SWAT Training (Monthly)	Armored vehicle Bearcat		Monthly
SWAT Training (Monthly)	Loki Drone		Monthly
SWAT Training	Flashbangs	20	3/12/2024
SWAT Training	Defense Technology Spede-Heat	1 Round	03/12/2024
SWAT Training	Defense Technology pocket tactical Triple chaser CS grenade	2 Rounds 1 Round	03/12/2024
Drone Training/Missions	Da-Jiang Matrice drone	150 missions	yearly
Dept Training	Exact Impact 40MM Sponge rounds	164	As needed throughout the year

## Community Concerns and Complaints

In some instances, the possession and use of military equipment may cause questions and/or concerns for members of the community. It is vitally important that community members' questions and/or complaints regarding Redondo Beach Police Department's possession and use of military equipment are addressed.

The Redondo Beach Police Department is committed to full and fair investigations of community complaints. As such, the Department has sound internal procedures for thorough and impartial investigations of community complaints. Resolving complaints in a fair, impartial, and expeditious manner will ensure the consistent high level of integrity and efficiency maintained by the Department.

In August of 2022, the Redondo Beach Police Department published its Military Equipment Funding, Use and Acquisition policy on its website. Community concerns and complaints can be received via the Department's website, in-person at the police department or in the field during police contacts, telephone, emails and social media.

### **2023-2024 Community Concerns, Complaints & PD Internal Investigations Related to Military Equipment Use**

Community Concerns	Community Complaints	PD Internal Investigations
0	0	0

## Internal Inventory & Audit (RBPD Military Equipment)

Per Redondo Beach Police Department policy 708.3, the Department's military equipment coordinator, is required to complete an internal inventory of all military equipment within the possession of the Department at least once annually.

An audit of the inventory and use of military equipment was completed on July 25, 2024. This audit focused on the use of military equipment during critical incidents involving Department personnel. The audit confirmed that Department personnel were found to be in compliance with Policy #708 in the use of military equipment. The Department did not add any new military equipment to its inventory since that time. All current military equipment inventory was found to be in good shape and working order.

### 2022 Critical Incident/ Military Equipment Utilized

Case #	Date	Equipment Used	Reason
23-006524	12/19/2023	3 diversionary devices (flashbangs) Bearcat Loki Drone	Search Warrant
241229-015	12/29/2024	Bearcat	Search Warrant
24-000980	03/06/2024	Bearcat Loki Drone	Search Warrant
240307-006	3/11/2024	Bearcat	Search Warrant

## Projected Military Equipment Acquisition (2023-2024)

For 2023/2024 (August- September), the Redondo Beach Police Department projects the purchase of ammunition and breaching rounds to replenish inventory due to training and critical incident use. The estimated purchase price of this equipment is approximately \$6,500.00. The operating costs of this equipment, which includes acquisition, personnel time, training facilities, transportation/storage of equipment, equipment upgrades and other ongoing costs is budgeted within the Department's approved operating budget for FY2023-2024.

Military Equipment	Projected Amount	Purchase	Projected Purchase Price
Fiocchi Master Key Breaching rounds	100		\$500
Exact Impact 40MM Sponge round	50		\$1,000
Gas Munitions	100		\$3,756.40

## Conclusion

This Annual Military Equipment Report reaffirms the Redondo Beach Police Department's commitment to providing transparency and information to our communities and elected officials in addition to ensuring compliance with California State law. The equipment, resources, and training outlined in this report allow Redondo Beach Police Officers to better serve and protect the City of Redondo Beach, enhance the safety of officers and community and bring critical incidents to a safe resolution.



## Redondo Beach, California Municipal Code

### Title 3 PUBLIC SAFETY

#### Chapter 16 MILITARY EQUIPMENT USE POLICY

### **3-16.01 Definitions.**

“City” means any department, agency, bureau, and/or subordinate division of the City of Redondo Beach.

“City Council” means the governing body that is the Redondo Beach City Council.

“Military equipment” includes all of the following, as defined in California Government Code Section 7070:

- (1) Unmanned, remotely piloted, powered aerial or ground vehicles.
- (2) Mine-resistant ambush-protected (MRAP) vehicles or armored personal carriers. Police versions of standard consumer vehicles are specifically excluded from this chapter.
- (3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half (2 1/2) ton trucks, five (5) ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. Unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this chapter.
- (4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- (5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- (6) Weaponized aircraft, vessels, or vehicles of any kind.
- (7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. Items designed to remove a lock, such as bolt cutters, or a handheld ran designed to be operated by one person, are specifically excluded from this chapter.
- (8) Firearms of .50 caliber or greater. Standard issue shotguns are specifically excluded from this chapter.
- (9) Ammunition of .50 caliber or greater. Standard issue shotgun ammunition is specifically excluded from this chapter.

(10) Specialized firearms and ammunition of less than 0.50 caliber, including assault weapons as defined in Penal Code Sections 30510 and 30515, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a State agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

(13) Taser shockwave, microwave weapons, water cannons, and the long-range acoustic device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40 mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a State agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15) above, "military equipment" does not include general equipment not designated as prohibited or controlled by the Federal Defense Logistics Agency.

"Military Equipment Use Policy" means a publicly released, written document that includes, at a minimum, all the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or State agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Military Equipment Use Policy.

(6) The mechanisms to ensure compliance with the Military Equipment Use Policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

“Police Department” means any division, section, bureau, employee, volunteer and/or contractor of the Redondo Beach Police Department.

“State agency” means the law enforcement division of every State office, officer, department, division, bureau, board, and commission or other State body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

“Type” means each item that shares the same manufacturer model number. (§ 4, Ord. 3238 c.s., eff. September 8, 2022)

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## Contact:

City Clerk: 310-318-0656

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## Redondo Beach, California Municipal Code

### Title 3 PUBLIC SAFETY

#### Chapter 16 MILITARY EQUIPMENT USE POLICY

### **3-16.02 Military Equipment Use Policy requirement.**

(a) The Redondo Beach Police Department shall obtain approval of the City Council, by a motion adopting a Military Equipment Use Policy at a regular meeting of the City Council held pursuant to the Ralph M. Brown Act, commencing with Section 54950 of the Government Code, prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, State, or Federal funds, in kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the City of Redondo Beach.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(7) Acquiring military equipment through any means not provided by this section.

(b) In order to facilitate public participation, any proposed or final Military Equipment Use Policy shall be made publicly available on the internet website of the Police Department for as long as the military equipment is available to use.

(c) The City Council shall review this chapter at least annually and vote on whether to renew it at a regular meeting held pursuant to the Ralph M. Brown Act commencing with Section 54950 of the Government Code. (§ 4, Ord. 3238 c.s., eff. September 8, 2022)

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## Redondo Beach, California Municipal Code

### Title 3 PUBLIC SAFETY

#### Chapter 16 MILITARY EQUIPMENT USE POLICY

### **3-16.03 Reports on the use of military equipment.**

(a) The Police Department shall submit to City Council an annual military equipment report for each type of military equipment approved by the City Council within one year of approval, and annually thereafter for as long as the military equipment is available for use.

(b) The Police Department shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use.

(c) The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment.

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(d) Within thirty (30) days of submitting and publicly releasing an annual military equipment report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

(e) The City Council shall determine, based on the annual military equipment report submitted pursuant to this section, whether each type of military equipment identified in that report has complied with the standards for approval set forth in this chapter and the Military Equipment Use Policy. If the City Council determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval, the City Council shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the Military Equipment Use Policy in a manner that will resolve the lack of compliance. (§ 4, Ord. 3238 c.s., eff. September 8, 2022)

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## Contact:

City Clerk: 310-318-0656

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## Military Equipment

### 705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

#### 705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The City Council of the City of Redondo Beach.

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.



# Redondo Beach Police Department

## Redondo Beach PD Policy Manual

### Redondo Beach PD Policy Manual

#### *Military Equipment*

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#### **705.2 POLICY**

It is the policy of the Redondo Beach Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

#### **705.3 MILITARY EQUIPMENT COORDINATOR**

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Redondo Beach Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  1. Publicizing the details of the meeting.
  2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

#### **705.4 MILITARY EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the Department:

See attachment: [RBDP-Military Equipment Inventory.pdf](#)

#### **705.5 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.

# Redondo Beach Police Department

## Redondo Beach PD Policy Manual

### Redondo Beach PD Policy Manual

#### *Military Equipment*

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- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

#### **705.6 COORDINATION WITH OTHER JURISDICTIONS**

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

#### **705.7 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

#### **705.8 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

#### **705.9 COMPLIANCE**

The Chief of Police or designee will conduct an annual audit with the assistance of the SWAT Commander will be notified of any policy violations. Instances of non-compliance will be reported to the Redondo Beach City Council, via the annual military equipment report.

Any member of the public can register a question or concern regarding military use equipment by contacting the Redondo Beach Police Department.

# Redondo Beach Police Department

## Redondo Beach PD Policy Manual

### Redondo Beach PD Policy Manual

#### *Military Equipment*

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Any member of the public can submit a complaint to any member of the Department and in any form (i.e. in person, telephone, email, etc.). Once the complaint is received it should be routed to the Professional Standards Office, 401 Diamond St, Redondo Beach, California, 90277, (310) 379-2477.

City of Redondo Beach

Professional Standards Office

401 Diamond St

Redondo Beach, California, 90277

(310) 379-2477

## Assembly Bill No. 481

### CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with  
Secretary of State September 30, 2021.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

*The people of the State of California do enact as follows:*

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public’s welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) “Governing body” means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff’s department or a district attorney’s office, “governing body” means the board of supervisors of the county.

(b) “Law enforcement agency” means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff’s department.

(3) A district attorney’s office.

(4) A county probation department.

(c) “Military equipment” means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of



the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

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# Administrative Report

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H.12., File # 25-1191

Meeting Date: 9/2/2025

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**To: MAYOR AND CITY COUNCIL**

**From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR**

**TITLE**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2509-066, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO EL CINCO DE MAYO MEXICAN FOOD LLC

APPROVE A LEASE WITH EL CINCO DE MAYO MEXICAN FOOD LLC FOR RESTAURANT SPACE AT 102 AND 104 INTERNATIONAL BOARDWALK FOR THE TERM SEPTEMBER 2, 2025 THROUGH SEPTEMBER 1, 2030

**EXECUTIVE SUMMARY**

In July 2012, the City purchased the International Boardwalk leasehold and began the process of direct leasing to various tenants. The International Boardwalk is comprised of a narrow linear development of approximately 17,200 square feet that is fronted by a public walkway. The tenant space at 102 and 104 International Boardwalk (Premises) is approximately 852 square feet in size.

The City has negotiated a new lease with El Cinco De Mayo (Tenant), a family-owned restaurant with an existing location at 240 Fisherman's Wharf. Two brothers, Froylan T. Santiago Arellanes and Oscar P. Santiago Arellanes, have been successfully operating the restaurant on Fisherman's Wharf since August 2019 and negotiated a new lease extension for the Fisherman's Wharf space in June 2024. The proposed lease on International Boardwalk would allow for a 5-year term and includes an option for the landlord to terminate with a 12-month prior written notice. Monthly rent for the lease, which would accrue to the City's Harbor Uplands Fund, is \$2,130, or 10% of gross sales, whichever is greater.

**BACKGROUND**

El Cinco De Mayo is a family-owned restaurant currently operating out of the 400 square-foot space at 240 Fisherman's Wharf. The tenant wishes to expand the business to a second location. The City has negotiated a new lease with El Cinco De Mayo, for the 852 square-foot space on the International Boardwalk.

The proposed lease carries a 5-year term with a minimum monthly rent of \$2,130, or approximately \$2.50 per square foot, which is consistent with other similar leases in the Waterfront. The monthly rent paid to the City is the greater of the minimum monthly rent, or 10% of monthly gross sales. The minimum monthly rent would increase 3% on the anniversary date each year the lease remains in

effect. The lease is personally guaranteed by Froylan T. Santiago Arellanes and Oscar P. Santiago Arellanes, and a security deposit of \$2,130 would also be collected. The proposed lease requires the tenant to complete façade improvements in the form of new signage, new paint, new windows, and repair or replacement of exterior wood, tile, stucco, and any other exterior finishes within six months of the commencement date of the lease.

**COORDINATION**

The Resolution and lease documents were reviewed and approved as to form by the City Attorney's Office.

**FISCAL IMPACT**

Lease revenue from the property would accrue to the City's Harbor Uplands Fund. The proposed lease would result in a minimum monthly rent of \$2,130 during the first year, or 10% of monthly gross sales, whichever is greater, with an annual increase of 3% to the base rent each year thereafter. Over the 5-year term of the lease, revenue to the Harbor Uplands Fund would be at least \$135,700.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Reso - No. CC-2509-066 Leasing Certain Property to El Cinco De Mayo Mexican Food LLC
- Agmt - Proposed Lease Between the City of Redondo Beach and El Cinco De Mayo Mexican Food LLC

**RESOLUTION NO. CC-2509-066**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO EL CINCO DE MAYO MEXICAN FOOD LLC**

WHEREAS, Section 2-21.01, Chapter 21, Title 2, of the Redondo Beach Municipal Code provides that any lease of public land owned or controlled by the City of Redondo Beach, or by any department or subdivision of the City, shall be administratively approved by resolution; and

WHEREAS, the City Council shall approve the subject lease only upon the making of certain findings.

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

SECTION 1. That the City Council of the City of Redondo Beach approves the lease with El Cinco De Mayo Mexican Food LLC ("Lease") for the property commonly located at 102 and 104 International Boardwalk, Redondo Beach, CA 90277, consisting of approximately 852 rentable square feet, as further detailed in the Lease attached hereto as Exhibit "A" and incorporated herein as set forth in full.

SECTION 2. That the City Council of the City of Redondo Beach hereby finds:

1. The Lease will result in a net economic or other public benefit to the City of Redondo Beach or the general public; and
2. The granting of the Lease is consistent with and will further the fiscal, budgetary and applicable economic development, social, recreational, public safety or other applicable adopted policies of the City; and
3. The Lease, and all land uses and development authorized by the Lease, are consistent with all applicable provisions of the general plan, the Coastal Land Use Plan where applicable, and the applicable zoning ordinances of the City; and
4. The Lease and all land uses and development authorized by the Lease, are consistent with and will carry out the goals, standards and policies of any specific plan applicable to the Lease property; and
5. The Lease and its purposes are consistent with all other applicable provisions of law; and
6. The Lease and all land uses and development authorized by the Lease are consistent with terms of and will further the purposes of the grant from the State and all applicable laws and agreements governing use of the land; and
7. The Lease shall not exceed sixty-six (66) years.

PASSED, APPROVED AND ADOPTED this 2<sup>nd</sup> day of September, 2025.

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

APPROVED AS TO FORM:

ATTEST:

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

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



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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2509-066 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 2<sup>nd</sup> day of September, 2025, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

# EXHIBIT A

REDONDO BEACH INTERNATIONAL BOARDWALK  
LEASE

by and between

CITY OF REDONDO BEACH  
A CHARTERED MUNICIPAL CORPORATION

Landlord

and

EL CINCO DE MAYO MEXICAN FOOD LLC

Tenant

DATED AS OF

SEPTEMBER 2, 2025

REDONDO BEACH, CALIFORNIA 90277

**SUMMARY OF LEASE PROVISIONS:**

The information provided below is a summary of detailed provisions set forth in this Lease agreement by and between Landlord and Tenant identified below. This summary is intended to provide an overview only and is not intended to alter, limit or expand the provisions set forth at length in the Lease. In the event of any conflict between the information in this summary and any other provision of the Lease, the latter shall control.

Date of Execution: September 2, 2025

Landlord: The City of Redondo Beach, a chartered city and municipal corporation.

Premises: The retail/restaurant space located at 102 & 104 International Boardwalk, Redondo Beach, CA 90277 comprised of approximately 852 rentable square feet (as more particularly described in Exhibit A)

Tenant: El Cinco De Mayo Mexican Food LLC

Tenant's Trade Name: El Cinco De Mayo

Use of Premises: Retail/Restaurant. Use is contingent on Tenant procuring the proper licenses, permits, and permissions from the appropriate local and state government agencies. Tenant shall diligently apply for such licenses, permits and permissions.

Lease Term: 5 years (60 months). The Landlord has an option to terminate the lease upon 12 months' prior written notice.

Commencement Date: September 2, 2025

Expiration Date: September 1, 2030

Minimum Monthly Rent: Two Thousand One Hundred and Thirty Dollars and no cents (\$2,130.00) per month for the first year with a base rent of \$2.50 per square foot. A three percent (3%) increase on the anniversary of the commencement date and each year thereafter.

Monthly Percentage Rent: Ten percent (10%) of Gross Sales (Section 7.4)

Tenant's Monthly Expense Share: 1.76% of the total leaseable square feet (48,420 sf) of International Boardwalk.

Tenant's Association Share: 0.2% (2/10ths of 1%) of Gross Sales for advertising and promotion (see Article 27).

Tenant's Percentage of Operating Expenses/CAMs: Tenant to pay its pro rata share of applicable International Boardwalk property operating expenses including CAM (Common Area Maintenance) expenses, which is the percentage of the Premises (leased space) divided by the

total square footage for the International Boardwalk ("Property") which equals 1.76% of the total leasable space at the Property as described in the Lease.

Storefront Improvements: Tenant agrees to replace or remodel the existing storefront. Tenant shall commence the planning and landlord approval process for the storefront replacement or remodeling project within the initial 30 days after the Commencement Date of the Lease, and Tenant shall cause the replacement or remodeling of the existing storefront to be completed within six (6) months of the Commencement Date of the lease.

Proposed improvements must be visible from the exterior of the tenant space. Improvements shall include exterior paint, replacement of existing signage/awnings, repair or replacement of exterior wood, tile, siding, stucco, or other exterior finishes, repair or replacement of windows, new landscaping, remediation of city and state code violations, and may also include any other improvement not listed here but contributes to the overall improvement of the storefront.

Tenant must receive prior approval from Landlord of the design and proposed materials to be used and must provide Landlord proof of expenditures for the storefront improvements upon completion.

Address for Notices (Article 29):

TO LANDLORD:

City of Redondo Beach Waterfront and Economic Development Director 415 Diamond Street Redondo Beach, CA 90277	and	City of Redondo Beach City Attorney 415 Diamond Street Redondo Beach, CA 90277
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TO TENANT:

El Cinco De Mayo Mexican Food LLC  
102 International Boardwalk  
Redondo Beach, CA 90277

Security Deposit: \$2,130.00

Guarantors: Personal – Froylan T. Santiago Arellanes & Oscar P. Santiago Arellanes (Exhibit C)

Name and location of competing business or operation not subject to Non-Competition provisions (Section 15.3): N/A.

Rider to Lease: N/A

Brokers: Landlord: BC Urban LLC. Tenant: N/A.

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EXHIBIT J	-	Memorandum of Lease

**REDONDO BEACH INTERNATIONAL BOARDWALK  
LEASE**

This Lease ("Lease") is made as of September 2, 2025, by and between the City of Redondo Beach, a chartered city and municipal corporation ("Landlord") and El Cinco De Mayo Mexican Food LLC ("Tenant").

**RECITALS**

A. The State of California has granted to Landlord certain tidelands on the conditions that Landlord develop, improve and operate such lands as a harbor. Landlord has developed, improved and is currently operating the area commonly known as Redondo Beach Harbor (the "Harbor Area"), which includes tide and submerged lands and uplands. As part of the Harbor Area, Landlord had constructed a boardwalk area known as the Redondo Beach International Boardwalk (the "Boardwalk") within the Harbor Area, and maintains the Boardwalk for recreational uses.

B. Tenant desires to lease from Landlord, and Landlord is willing to lease to Tenant, a certain portion of the Improvements on the Boardwalk Retail/Restaurant Area described herein as the Premises upon and subject to the terms, provisions and conditions of this Lease.

C. Landlord is planning to undertake a comprehensive revitalization of the Harbor Area, which may include the conveyance and/or redevelopment of the Boardwalk. Landlord has disclosed to Tenant that Landlord may desire to terminate this Lease prior to the end of the Term in connection with Landlord's planned revitalization of the Harbor Area and Boardwalk.

In consideration of the promises, conditions and covenants set forth herein, Landlord and Tenant hereby agree as follows:

**ARTICLE 1 DEFINITIONS**

For the purposes of this Lease, the following underlined terms shall have the meaning ascribed to them:

Additional Rent. All sums of money required to be paid pursuant to the terms of this Lease, including but not limited to the sums to be paid pursuant to Article 7, Article 8 and Section 18.2.

Assignment. Any (i) transfer, assignment, subletting, license, concession, change of ownership, mortgage or hypothecation of the Lease or of any portion of the Premises (as defined below) by Tenant or (ii) if Tenant is a business entity other than a publicly

traded corporation, the transfer, assignment or hypothecation of more than twenty-five percent (25%), in the aggregate, of the equity, securities or voting control of Tenant.

Boardwalk. The Redondo Beach International Boardwalk.

Boardwalk Retail/Restaurant Area. The Improvements which are a part of the Redondo Beach International Boardwalk Area ("Boardwalk Area") of the Redondo Harbor Properties and the Redondo Beach Harbor Enterprise, and which comprise the retail shops in the Boardwalk Area. The Boardwalk Retail/Restaurant Area, of which the Premises is a part, is located on the real property ("Property") located in Redondo Beach and further described in Exhibit A.

City. The City of Redondo Beach, a chartered city and municipal corporation.

CPI. The Consumer Price Index-All Consumers (Los Angeles-Anaheim-Riverside, CA, All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics. Should the Bureau discontinue the publication of the Index, or publish the same less frequently or on a different schedule, or alter the same in some other manner including, but not limited to, changing the name of the Index or the geographic area covered by the index, Landlord and Tenant shall adopt a substitute index or procedure which reasonably reflects and monitors consumer prices.

Commencement Date. The Commencement Date shall be the Commencement Date in the Summary.

Common Area. All improved and unimproved areas within the exterior boundaries of the Boardwalk Retail/Restaurant Area that are provided and designated by Landlord from time to time for the general and common use, benefit and/or convenience of Landlord and/or other tenants in the Boardwalk Retail/Restaurant Area and/or their respective authorized representatives and invitees. The Common Area is those areas, facilities and equipment of the Boardwalk Retail/Restaurant Area outside the Tenant Spaces and other premises for the exclusive use of Landlord or a tenant, and include without limitation, pedestrian walkways and patios, pier decking, landscaped areas, sidewalks, service corridors, public restrooms, stairways, non-structural portions of the roofs and exterior walls, plazas, malls, throughways, loading areas and parking areas. The common areas as they exist at the Commencement Date of this Lease are outlined in Exhibit A, which are depicted for the sake of conceptual reference only and not to establish exact locations or boundaries.

Common Area Expenses. All expenses incurred in connection with maintenance of the Common Areas including but not limited to all sums expended in connection with all general maintenance, repairs, resurfacing, painting, restriping, cleaning, sweeping and janitorial services; maintenance and repair of signs; sprinkler systems, planting and landscaping; lighting and other utilities; heating, ventilating and air conditioning costs and systems; directional signs and other markers and bumpers; maintenance and repair of

any fire protection systems; lighting systems, storm drainage systems and other utility systems; salaries and costs of workers' compensation insurance covering personnel to implement such services including, if Landlord deems necessary, the cost of security guards; real and personal property taxes and assessments on the Improvements and land comprising the Common Areas; any governmental imposition or surcharge imposed on and/or assessed against any portion of the Common Areas; depreciation, maintenance and operating costs of machinery and equipment used in connection with the Common Areas (if owned) and rental paid for such machinery and equipment (if rented); adequate public liability and property damage insurance on the Common Areas; fire and extended coverage insurance (and earthquake and other natural disaster coverage insurance if Landlord obtains and maintains such coverage); licensing fees; pest extermination; and amounts paid by Landlord as a result of personal injury or property damages, whether due to lack of insurance, deductible amounts or otherwise. In addition, Common Area Expenses shall include an amount for accounting, bookkeeping and collection of the expenses associated with the Common Areas equal to ten percent (10%) of the total of the above expenses associated with Common Areas for each calendar year. Landlord may cause any or all services associated with the Common Areas to be provided by an independent contractor or contractors.

Should Landlord acquire or make available additional land not currently shown as part of the Boardwalk Retail/Restaurant Area (as defined below), and make said land available for parking or other Common Area purposes, then Common Area Expenses shall also include all of the aforementioned expenses and costs incurred and paid in connection with said additional land.

Environmental Damages. All claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances and liens, and any other costs and expenses, resulting from the existence on or in, or release to the ground or air of Hazardous Materials in violation of or alleged to be in violation of the laws applicable thereto, including any attorneys' fees, disbursements, consultant's fees and other costs resulting from (a) investigation and defense of any alleged claim and (b) directive of any Governmental Agency, whether or not the claims or directives are groundless, false or fraudulent or ultimately defeated, and (c) any settlement or judgment.

Floor Area. All areas within the Boardwalk Retail/Restaurant Area which are held for the exclusive use and occupancy by specific tenants of Landlord, measured from the exterior surface of exterior walls (and, in the case of openings, from extensions thereof), and from the center of interior partitions, including, but not limited to, restrooms, mezzanines, warehouse or storage areas, clerical or office areas, and employee areas.

Governmental Agency. Any Federal, State, County or City authority having appropriate jurisdiction, any political subdivision thereof, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof.

Gross Sales. The gross selling price (including finance charges) of all merchandise or services sold, leased, licensed, or delivered in or from the Premises by Tenant, its permitted subtenants, licensees, or concessionaires, whether for cash or on credit (whether collected or not), including the gross amount received by reason of orders taken on the Premises although filled elsewhere, and whether made by store personnel or vending machines and all deposits not refunded to purchasers. Any transaction on an installment basis, including, without limitation, any "lay-away" sale, gift certificate or like transaction, or otherwise involving the extension of credit, shall be treated as a sale for the full price at the time of the transaction, irrespective of the time of payment or when title passes. All sales originating and orders taken, from or at the Premises, whether the orders are made by telephone, mail or any electronic device even if the order is filled elsewhere, shall be considered as made and completed therein, even though bookkeeping and payment of the account may be transferred to another location for collection, and although actual filling of the sale or service order or actual delivery of the merchandise may be made from a place other than the Premises. Gross Sales also shall include any sums that Tenant receives from pay telephones, stamp machines, music machines, amusement machines, or public toilet locks, as well as all admission, entry and other fees of any nature or kind charged by Tenant, its agents, sublessees, concessionaires or licensees. Gross Sales in credit card transactions shall include only the actual amount received by Tenant from the credit card issuer.

In addition, the term Gross Sales as used in this Lease shall not include the full retail price of California State Lottery tickets sold from the premises, but shall include the full amount of compensation and any incentive bonuses paid to and received by Tenant for such sales, as such compensation and bonuses are determined from time to time by the State Lottery Commission and Director under California Government Code §8880.51 and other applicable California laws.

Gross Sales shall not include, or if included there shall be deducted (but only to the extent they have been included), the following:

1. The selling price of all merchandise returned by customers and accepted for full credit, or the amount of discounts, refunds, and allowances made on such merchandise.
2. Merchandise returned to sources or transferred to another store or warehouse owned by or affiliated with Tenant.
3. Sums and credits received in the settlement of claims for loss of or damage to merchandise.
4. The price allowed on all merchandise traded in by customers for credit or the amount of credit for discounts and allowances made instead of acceptance of merchandise.
5. Any sums paid to third parties for the use or rental of pay telephones, stamp machines, music machines, amusement machines, or public toilet locks.

6. Sales and use taxes, so-called luxury taxes, consumers' excise taxes, gross receipts taxes, and other similar taxes now or in the future imposed on the sale of merchandise or services, but only if such taxes are added to the selling price, separately stated, collected separately from the selling price of merchandise or services, and collected from customers.

7. Sales of fixtures, trade fixtures, or personal property that are not merchandise as allowed in this lease.

Guarantors. The Guarantors, if any, are set forth in the Summary attached hereto and made a part hereof.

Harbor Area. The area commonly known as Redondo Beach Harbor.

Hazardous Materials. (a) Any petroleum or petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other materials or pollutants which (i) pose a hazard to the Boardwalk Retail/Restaurant Area or to persons on or about the Boardwalk Retail/Restaurant Area or (ii) cause the Boardwalk Retail/Restaurant Area to be in violation of any Hazardous Materials Laws; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response' Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; Sections 25115, 25117, 25122.7, 25140, 25281, 25316, and 25501 of the California Health and Safety Code; and Article 9 or Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Boardwalk Retail/Restaurant Area or the owners and/or occupants of property adjacent to or surrounding the Boardwalk Retail/Restaurant Area.

Impositions. The term "Impositions" shall mean all taxes, assessments, charges, levies, fees and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, including, but not limited to, assessments for public Improvements or benefits, which shall be laid, assessed, levied, or imposed upon the Boardwalk Retail/Restaurant Area and the Common Areas or any part

thereof and which are payable at any time during the term hereof, and all gross receipts taxes, rent taxes, business taxes and occupancy taxes, and shall include all of Landlord's reasonable administrative costs and any and all costs incurred by Landlord in contesting or negotiating the taxes with any governmental authority, except only franchise, estate, inheritance, succession, capital levy, transfer, income and excess profits taxes imposed upon Landlord.

Improvements. Structures, construction, alterations, additions and/or changes to the Boardwalk Retail/Restaurant Area, the Common Areas or the Premises, as the context requires.

Landlord. City or any successor to or assignee of Landlord's interest in the Boardwalk Retail/Restaurant Area.

Lease Year. For the first Lease Year, the period commencing on the Commencement Date and ending on the immediately next June 30th, whether in the same calendar year or the following calendar year, and thereafter, the period of 12 consecutive months commencing with each July 1st thereafter and ending on the following June 30th, the calendar year next following the Commencement Date..

Lender. Any construction, interim or permanent lender, or any mortgagee, trustee or beneficiary under a mortgage or deed of trust to which the Premises, the Boardwalk Retail/Restaurant Area, and/or any part thereof is subject pursuant to an agreement with Landlord.

Master Documents. This Lease shall be subordinate to the Uplands Trust instruments and any master lease, pursuant to which Landlord owns its estate, and any other document reasonably deemed relevant by Landlord, all of which are on file with Landlord.

Maximum Lawful Rate of Interest. The maximum lawful rate of interest shall be 300 basis points (3%) above the prime rate of interest announced by the Bank of America at its San Francisco office as charged to corporate borrowers of the highest standing for short term unsecured obligations (but in no event in excess of the maximum rate of interest then permitted to be charged by California law).

Minimum Hours of Operation. The minimum hours of operation shall be 11:00 am through 8:00 pm during each day of the Months of May, June, July, August and September; and 11:00 am through 6:00 pm during each day for any other Month (subject to change as provided for below).

Minimum Monthly Rent. Minimum Monthly Rent as specified in the Summary, payable Monthly in advance as increased pursuant to the terms of Article 7.



Month or Monthly. A calendar month period within each Lease Year, except that with regard to payments that are to be made Monthly, the first Monthly period shall commence on the date the Term commences and the last Monthly period shall end on the date the Term expires or terminates.

Monthly Percentage Rent. The Monthly Percentage Rent is that percentage of the Gross Sales during each Month as set forth in the Summary.

Pier. The Redondo Beach Pier.

Premises. That portion of the Boardwalk Retail/Restaurant Area known as the Tenant Space number referred to above in the Summary, which numbered Tenant Space is located as shown on Exhibit B. The Minimum Monthly Rent is not based on the actual square footage as may be found by more exact measurement, and deviation from the approximations of Floor Area used to describe the Tenant Space herein shall not cause a change in the Minimum Monthly Rent.

Principal Owner. Any person or entity which owns or has the power to vote at least twenty-five percent (25%) of the equity securities (whether stock, partnership interests or otherwise) of Tenant.

Prior Lease. The lease between Landlord and Tenant in effect prior to the Commencement Date of this Lease.

Reconstruction. The repair, reconstruction and restoration of the Premises following a casualty, as described in Article 17.

Removable Trade Fixtures. All personal property of Tenant not permanently affixed to the Premises, including but not limited to shelves, racks, signs, displays, counters and mirrors, which can be removed without damage to the Premises.

Security Deposit. The amount of the Security Deposit is set forth in the Summary, and is payable by Tenant to Landlord pursuant to Article 31.

Summary. The Summary is the Summary of Lease Provisions attached at the front of this Lease and made a part hereof.

Tenant. The Tenant is identified in the Summary and on the first page of this Lease.

Tenant's Estoppel Certificate. A written statement by Tenant, substantially in the form of Exhibit D, with respect to the Lease, as required by Section 25.5.

Tenant Spaces. Those certain spaces designed for the possession and occupancy of businesses and tenancies under lease from Landlord as depicted on Exhibit B.

Tenant's Monthly Expense Share. Tenant's Monthly Expense Share is set forth in the Summary.

Term. The term of this Lease is set forth in the Summary, commencing on the Commencement Date.

## **ARTICLE 2 EXHIBITS**

The Summary set forth above and the following drawings and special provisions are attached hereto as Exhibits and are incorporated herein by this reference:

- Exhibit A: Premises Floor and Site Plan.
- Exhibit B: Description of Premises, Trade Name and Use of the Premises.
- Exhibit C: Guaranty of Lease.
- Exhibit D: Tenant's Estoppel Certificate.
- Exhibit E: Sign Criteria.
- Exhibit F: Parking Fee Schedule.
- Exhibit G: Rules and Regulations.
- Exhibit H: Confirmation of Lease
- Exhibit I: [Intentionally Deleted]
- Exhibit J: Memorandum of Lease

## **ARTICLE 3 PREMISES**

3.1 Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, for the Term, for the rent, and upon the covenants and conditions set forth in this Lease. Prior to entering into this Lease, Tenant has made a thorough and independent examination of the Premises and all matters related to Tenant's decision to enter into this Lease. As the occupant of the Premises pursuant to the Prior Lease, Tenant is thoroughly familiar with all aspects of the Premises and is satisfied that it is in an acceptable condition and meets Tenant's needs. Tenant agrees that Tenant shall accept the Premises "as is" in the condition as of the execution of this Lease, subject to all recorded matters, laws, ordinances and governmental regulations and orders. Landlord shall have no responsibility for any work or Improvements which may be required to prepare the Premises for Tenant's use, or for any work in remodeling the Premises.

Tenant acknowledges that neither Landlord nor any agent or representative of Landlord has made any representation as to the condition of the Premises, the suitability of the Premises for Tenant's intended use or the economic feasibility of the business Tenant intends to conduct. This Lease confers no rights of possession to Tenant to that portion of Boardwalk Retail/Restaurant Area lying outside of the exterior walls, floor and ceiling that is a part of the Premises, or to the Common Areas.

3.2 Agreements Affecting Lease. This Lease is subject to the Master Documents, which are hereby incorporated by reference. Upon written demand of Landlord, Tenant shall execute, acknowledge and deliver to Landlord for recording a subordination agreement whereby this Lease is subordinated to any of the Master Documents and any amendments thereto provided Tenants' rights under this Lease are not substantially or materially altered.

3.3 Landlord's Reservations.

3.3.1 Regarding the Boardwalk Retail/Restaurant Area. Landlord may change the name of the Boardwalk Retail/Restaurant Area. Tenant acknowledges that the Improvements shown in Exhibit A and the identity of any tenant shown thereon are subject to changes, alterations, additions and deletions as the Landlord may direct. Landlord may change the shape, size, location, number and extent of the Improvements on the site plan as shown on Exhibit A, and eliminate or add any Improvements to any portion of the Boardwalk Retail/Restaurant Area. Landlord reserves to itself the use of the roof, exterior walls, and the equipment, machinery, connections, pipes, ducts, conduits and wires leading through the Premises and serving other parts of the Boardwalk Retail/Restaurant Area, all in a manner and in locations which will not unreasonably interfere with Tenant's use of the Premises. Tenant's consent shall not be required for the creation of any covenants, easements or rights of way which are created by or required by Landlord or by any governmental authority.

3.3.2 Regarding the Premises. Landlord shall not materially change the size or location of the Premises without Tenant's prior written consent, which shall not be unreasonably withheld, after the Commencement Date. Landlord reserves the right to enter the Premises for purposes of inspection and repairs as set forth in Section 16.5, for self-help as set forth herein, for the installation and maintenance of sprinkler equipment, and at all times in case of emergency.

3.3.3 Regarding the City as Regulator. Tenant acknowledges and agrees that neither this Lease nor any other agreement with City in its proprietary capacity as Landlord shall bind the City in its regulatory capacity and that nothing contained herein is an agreement of the City as a governmental body having regulatory jurisdiction of the Premises to issue or grant to Tenant any permit including building, land use, occupancy, and health permits. Tenant shall be required to apply for and obtain all permits including building and land use permits needed from the City in its governmental regulatory capacity, and to comply with all laws, ordinances, rules and regulations of City governing the construction, use and occupancy of the Premises. Tenant further acknowledges that

Tenant shall not have the right to apply for building and land use permits without Landlord's written consent, which may be withheld in the sole discretion of Landlord.

#### **ARTICLE 4 USE AND POSSESSION**

4.1 Tenant's Business. Upon and after the Commencement Date Tenant shall use the Premises at all times for the sole purpose of conducting therein the business described and under the trade name as set forth in, Exhibit B, and for no other purpose or use and under no other trade name. Tenant shall not by any means or device, either directly or indirectly, violate the aforementioned restrictions on the use of the Premises.

4.2 Compliance with Agreements, Laws, etc.; Rules and Regulations; Insurance Requirements.

4.2.1 Tenant shall not use or permit to be used the Premises or any part thereof for any purpose or use in violation of the Master Documents, this Lease or in violation of any law or ordinance or any regulation of any governmental authority or in any manner that will constitute an unreasonable annoyance to any occupant of the Boardwalk Retail/Restaurant Area or a public or private nuisance, including but not limited to the production of deleterious or offensive odors (which shall in all instances for purposes of this Lease include any and all food and cooking odors), or that will damage the reputation of the Boardwalk Retail/Restaurant Area or any part thereof, or for any hazardous purpose, or in any manner that will violate, suspend, void or serve to increase the premium rate of or make inoperative any policy or policies of insurance at any time carried on the property, buildings or Improvements on the Boardwalk Retail/Restaurant Area or the Property or any part thereof.

4.2.2 Tenant shall not violate or permit the violation of, and at Tenant's cost and expense shall comply with or cause to be complied with, at all times during the term, all provisions of this Lease and the Master Documents affecting the Boardwalk Retail/Restaurant Area and all laws, ordinances, rules, regulations and orders of all governmental authorities (including, without limitation, the Uplands Trust) affecting the Boardwalk Retail/Restaurant Area and the operation of any business therein and, without limiting the generality of the foregoing, Tenant shall, at its cost and expense, procure all licenses, permits or other authorizations required in connection with any operation conducted in the Premises. Tenant shall pay for any and all changes to the remainder of the Boardwalk Retail/Restaurant Area outside the Premises required or necessitated by or in any way due to this Lease and/or Tenant's required or permitted activities (including construction) hereunder.

4.3 Release. Tenant hereby releases Landlord from any liability for any loss or damage should Tenant's use and occupancy of the Premises for the purposes set forth in this Lease be prohibited or impaired by reason of any zoning, law, ordinance or regulation of federal, state, county or municipal governments, or by reason of any act of

legal or governmental or other public authority, including without limitation, ballot initiatives.

4.4 Use of the Premises. Tenant shall at all times and at Tenant's cost and expense during the term (and shall cause its occupants to, as appropriate):

(1) Maintain the Premises and all access areas thereto in good order, condition and repair, and provide such janitorial services as shall be necessary to keep all of the above continuously safe, neat, vermin free, clean, inviting and attractive; and that in regard thereof, Tenant acknowledges that the Premises, being an oceanfront facility, is subject to nuisances caused by birds in the form of roosting and deposit of their droppings, and agrees to take reasonable measures to prevent or reduce such roosting and other nuisances caused by the birds on the exterior and roof of the Premises and to keep the exterior of the Premises and its immediate area clean and free of such droppings;

(2) Store or stock in the Premises only such property as shall be reasonably required in connection with business being conducted in the Premises, and not use any portion of the Premises for storage or warehouse purposes beyond such needs; and except for incidental related office purposes, use for office, clerical or other non-selling purposes only such space in the Premises as is from time to time reasonably required for Tenant's business therein;

(3) Store all trash and garbage in adequate closed containers located within the Premises so as not to be visible to members of the public patronizing the Boardwalk Retail/Restaurant Area; maintain such containers in a neat and clean condition and in a manner which will not create or permit any health or fire hazard or any offensive odor; and arrange for the regular removal of trash and garbage. If Landlord shall furnish trash removal service, Tenant shall use such service and shall pay Landlord monthly for such service at the prevailing competitive rate for such service as billed by Landlord;

(4) Refrain from burning any papers, trash or garbage of any kind in, on or about the Premises;

(5) Refrain from overloading any floor in the Premises;

(6) Refrain from using any portion of the Premises as living quarters, sleeping apartments or lodging rooms;

(7) Refrain from using the plumbing facilities for any purpose other than that for which they were constructed and refrain from disposing of any toxic, hazardous, damaging or injurious substance therein;

(8) Refrain from distributing any handbills or other advertising matter in, on or about any part of the Premises, the Boardwalk Retail/Restaurant Area, or

nearby parking facilities, and shall not permit any parading, rallying, patrolling, picketing, demonstrating, hawking, sign waving, or any similar type of conduct within the Premises or the Boardwalk Retail/Restaurant Area;

(9) Use best efforts to cause all trucks servicing the Premises to be loaded and unloaded in those areas and during those hours specified by Landlord;

(10) Provide the proper number and types of fire extinguishers for the Premises as required by the most stringent applicable laws or insurance requirements of either Landlord or Tenant; and,

(11) Keep the Premises suitably lighted during such hours as Landlord may reasonably require, including periods in addition to the business hours of Tenant if in the opinion of Landlord such lighting is reasonably necessary or desirable.

4.5 Prohibited Uses. Tenant shall not, and shall not allow any occupant of the Premises to:

(1) Conduct any going-out-of-business, fire, bankruptcy, auction or other distress sale in, on or about the Premises, or sell any used or re-conditioned merchandise or items;

(2) Use any sidewalks, walkways or areaways of the Boardwalk Retail/Restaurant Area for any purpose other than the passage of pedestrians. Tenant shall conduct its business entirely within the Premises;

(3) Place any fence, structure, building, improvement, division, rail, sign, advertising, display, device or obstruction of any type or kind upon the Common Area or the Boardwalk Retail/Restaurant Area or any part thereof, or upon any vestibule, entrance or return to the Premises, except as may be approved in writing by Landlord;

(4) Park, operate, load or unload any truck or other delivery vehicle at the Boardwalk Retail/Restaurant Area or the Property, other than that portion from time to time designated by Landlord, or use any portion of Landlord's loading docks and related facilities other than such portions thereof and during such times as Landlord may designate in its sole and absolute discretion;

(5) Keep live animals of any kind in, on or about the Premises;

(6) Install, use or permit to be used in, on or about the Premises or the Boardwalk Retail/Restaurant Area any advertising medium, paging system, or other sound, light, or sensory device which may be seen, heard or experienced outside the Premises, such as, but not limited to, flashing lights, searchlights,

loudspeakers, phonographs, pianos, organs, jukeboxes or radio or television broadcasts or permit any live music or entertainment at any time;

(7) Maintain or permit to be maintained in, on or about the Premises, pinball, mechanical or electronic games of any nature, or any vending, coin or credit card operated machines of any nature (except for any vending machines for food, candy, beverages and other similar items which are located only in areas not generally accessible to patrons and are solely for use by employees of the business(s) being conducted in the Premises);

(8) Use any portion of the Premises for (i) the sale of drugs, including without limitation marijuana, (ii) a drug treatment clinic, (iii) a liquor store, (iv) a bar dispensing liquor or alcoholic products which is not an incidental part of a restaurant or (v) the sale, distribution, display or offer for sale of any item which in Landlord's good faith judgment (which judgment may include consideration of the fact that the Landlord is the City), is inconsistent with the quality of the operation of the Boardwalk Retail/Restaurant Area intended for general and family-oriented patronage or which may tend to injure or detract from the moral character or image of the Boardwalk Retail/Restaurant Area, or which may otherwise violate the local community's sense of decorum, as may be determined by Landlord in its sole discretion. Without limiting the generality of the foregoing, Tenant shall not sell, distribute, display or offer for sale any paraphernalia used in connection with any illegal drugs or any pornographic, lewd or "adult" newspaper, book, magazine, film, picture, representation or merchandise of any kind.

4.6 Safety Requirements. Tenant's occupancy and rights hereunder shall be subject to the following:

(1) All fire protection systems servicing the Premises and the Boardwalk Retail/Restaurant Area, including, without limitation, any central station or remote station alarm systems, risers, sprinkler system, sprinkler control and fire protection water supply and related valves and fire pumps, shall be subject to Landlord's direct control and supervision, but without any obligation on Landlord to exercise such control and/or supervision.

(2) It shall be the responsibility of Landlord to keep any sprinklers in service at all times and to maintain any sprinkler equipment within the Premises in good order and repair so as to satisfy a "highly protected risk" rating with Landlord's fire insurance carrier, and any impairments to the sprinkler system within the Premises shall be reported immediately by Tenant to Landlord. In the event that it is necessary that any automatic sprinkler system be out of service, Tenant shall provide a fire watch in the affected areas of the building to meet both Landlord's and Code requirements.

(3) Tenant shall provide and maintain portable fire extinguishers throughout the Premises on the basis of at least one 2A-20BC rated extinguisher for each 3,000 sq. ft. or portion thereof. Said extinguishers must be mounted along normal paths of travel and securely hung in conspicuous locations. Said extinguishers must be placed so that travel distance to an extinguisher from any portion of the Premises does not exceed 75 feet.

(4) Tenant shall not introduce any hazardous occupancy or operation into the Premises for which the fire protection equipment therein is not designed. No operation may be conducted in the Boardwalk Retail/Restaurant Area which involves the use or storage of flammable liquids, aerosols or gas, and such use or storage in the Premises is prohibited, except and only as may be otherwise provided in this Lease for cooking facilities.

(5) Tenant shall observe and comply with all requirements specified by Landlord's fire insurance carrier for a "highly protected risk" rating in respect of the Premises and Tenant's use of the same and its operations therein.

(6) If any cooking facility is operated in the Premises, Tenant shall comply with the special hazard protection requirements in the latest edition of NFPA Standard 96, including, without limitation:

(i) properly constructed and arranged ventilation hoods and ducts for all cooking equipment;

(ii) a fixed pipe automatic dry chemical or carbon dioxide extinguishing system (or approved equivalent) protecting the cooking surface, ventilation hood and ductwork of all cooking appliances producing grease-laden vapors;

(iii) the extinguishing system must be interconnected with the fuel supply for the cooking equipment so that actuation of the extinguishing system causes automatic shut-off of the fuel supply to the equipment.

4.7 Compliance with Law. Tenant covenants and agrees not to violate or permit the violation of, and at its expense shall comply or cause to be complied with all present and future applicable building, subdivision, zoning, off-street parking, environmental protection or any other land use or other laws, ordinances, rules, regulations or orders of any and all governmental authorities regulating the conduct of or having jurisdiction over the use and occupancy of the Boardwalk Retail/Restaurant Area (including the Premises) and, without limiting the generality of the foregoing, Tenant shall, at its expense, procure all licenses, permits or other authorizations required in order to lawfully and properly use, as a portion of the Boardwalk Retail/Restaurant Area, the Premises in the manner required and contemplated by this Lease. Tenant shall be responsible, at Tenant's expense, for making any modifications to the Premises or



accommodations as may be required pursuant to the Americans with Disabilities Act and any other applicable accessibility laws.

4.8 Rules and Regulations. Tenant and Tenant's agents, employees, licensees, concessionaires, subtenants and invitees shall observe faithfully and comply with any reasonable rules and regulations governing the Boardwalk Retail/Restaurant Area as may from time to time be established in the Boardwalk Retail/Restaurant Area and Parking Rules and Regulations in Exhibit F and modified by Landlord. Such rules and regulations may apply, but need not be limited to, Minimum Hours of Operation, safety regulations, matters relating to security, schedule for lighting of display windows and signs and the use of Common Areas. Such rules and regulations shall be binding upon Tenant when posted in the management office of the Boardwalk Retail/Restaurant Area or upon delivery of a copy thereof to Tenant.

4.9 Food Service Use. Any material change in the quality or general theme of the restaurant originally approved by Landlord in the Premises shall be subject to Landlord's prior written approval, which may be granted or withheld in Landlord's sole discretion. Tenant agrees to maintain the highest standards in the quality and preparation of all food items, maintenance and cleanliness of the Premises, including, without limitation, the following:

(a) Tenant shall use its best efforts to maintain an "A" rating (or such similar first-class standard) set forth from time to time in applicable health department or other applicable governmental guidelines. Tenant's failure to maintain such first-class rating more than three (3) times in any twenty-four (24) month period during the Lease Term shall, at Landlord's election, constitute a material default by Tenant hereunder; provided, however, that Tenant shall not be in default under this section so long as Tenant contests any such rating in good faith within thirty (30) days after Tenant's receipt of notice that its rating has been lowered and concurrently therewith provides to Landlord written evidence that Tenant is diligently pursuing the resolution of such contest and thereafter resolves such contest within sixty (60) days.

(b) Tenant shall not permit the accumulation of any refuse and shall be solely responsible, at Tenant's sole cost and expense, for the removal of all trash and garbage from the Premises not less than seven (7) days per week to trash receptacles provided by Landlord pursuant to such procedures as Landlord may designate from time to time. Pending such removal, all such trash shall be kept in odor-proof, vermin-proof sealed containers out of public view and in compliance with all applicable laws.

(c) Tenant shall, at its sole cost and expense, at all times during the Term, provide necessary exhaust fans and systems, ductwork and venting and use its best efforts to ensure that all smoke, odors, vapors and steam are properly exhausted from the Premises. Such systems shall be installed pursuant to plans approved by Landlord, which systems shall prevent the discharge of smoke, odors, vapors and steam into the Common Areas of the Premises and the premises of other tenants. Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant's ordinary and customary odors alone which are

consistent with Tenant's permitted restaurant use shall not constitute a violation of this section. Tenant's exhaust and venting systems shall include fire prevention and/or extinguishment facilities or systems as may be required from time to time by applicable law or by Landlord in connection with Tenant's use at the Premises. All such systems shall be maintained by Tenant at Tenant's sole cost and expense in good working order and condition and in accordance with all applicable laws. Tenant shall regularly and adequately clean and maintain, or provide a contract for such cleaning and maintenance of, all such exhaust and venting systems serving the Premises, whether located within or outside the Premises in compliance with Landlord's standards and requirements for such cleaning and maintenance. Tenant shall provide to Landlord, upon Landlord's request, reasonable proof of such cleaning and maintenance program.

(d) Tenant shall use its best efforts to keep the Premises free from insects, rodents and all vermin. Without limiting the generality of the foregoing, Tenant shall, at Tenant's sole cost and expense, engage professional, reputable exterminators reasonably approved by Landlord to service the Premises, including, without limitation, all food preparation and food storage areas, on a monthly basis (or at such greater frequency as Landlord may require) and to the extent necessary to safely keep the Premises free of insects, rodents, vermin and other pests and to prevent insects, rodents, vermin and other pests from infesting the premises of other tenants or the Common Areas of the Premises. Tenant shall, upon Landlord's request, provide reasonable proof that Tenant is causing such extermination to be performed regularly at the Premises.

(e) Tenant shall, at Tenant's sole cost and expense at all times during the Lease Term, provide the necessary piping, connections, traps, grease traps, catch basins and other facilities for the removal of all waste liquids from the Premises in compliance with all applicable laws, codes and ordinances. Such facilities shall be connected to the sewers and mains provided by Landlord and shall be constructed so as to prevent the backing up or discharge of any such waste liquids into the Premises, the premises of other tenants or into the Common Areas of the Premises. Tenant shall not dispose of, nor permit to be disposed, any materials which tend to cause clogging or blockage of pipes and drains. Tenant shall regularly and adequately clean, or provide for the cleaning of, all grease traps, catch basins, plumbing waste lines and similar facilities serving the Premises. Tenant shall, upon Landlord's request, provide adequate proof that Tenant is causing such drainage cleaning to be performed regularly at the Premises.

(f) If alcoholic beverages are to be served at the Premises, Tenant shall obtain and maintain all required liquor licenses at all times during the Term. Tenant shall comply with all applicable alcoholic beverage control laws. Tenant shall not sell or serve alcoholic beverages intended for consumption outside of the Premises and shall use its best efforts to ensure that Tenant's customers do not carry such beverages outside of the Premises.

## ARTICLE 5 TERM

5.1 Term. The Term for the period stated in the Summary shall commence on the Commencement Date. If the Commencement Date occurs on a day other than the first day of a Month, the Initial Term shall commence on the Commencement Date and shall continue from the first day of the calendar month next following the Commencement Date for the period of years set forth above.

5.2 Early Termination. Landlord may terminate the Term at any time after the first year of the Term, in Landlord's sole and absolute discretion, with or without cause, by giving Tenant written notice at least twelve (12) months prior to the intended termination date. If Landlord delivers such notice of termination to Tenant, then this Lease shall terminate on the date set forth in the termination notice. Upon receipt of Landlord's notice of termination, Tenant may in its sole and absolute discretion give notice to Landlord of Tenant's election to terminate the Term 90 days after its receipt of Landlord's termination notice, and in such event the date of termination shall be 90 days after Tenant's receipt of Landlord's termination notice. Tenant acknowledges that Landlord may desire to terminate this Lease to facilitate Landlord's plans for the revitalization of the Boardwalk and Harbor Area, and that Tenant is not entitled to relocation benefits therefore as set forth in Section 5.3 hereof. Upon the termination of the Term of this Lease, the parties shall have no further obligations under this Lease, except as to those obligations that expressly survive the termination of this Lease.

5.3 No Relocation Assistance. Tenant understands and agrees that Tenant is not eligible to be a "displaced person" under the California Relocation Act, which provides that a "displaced person" shall not include any person whose right of possession at the time of moving arose after the date of the public entity's acquisition of the real property. Tenant understands that Tenant is a "post-acquisition tenant" pursuant to the Relocation Assistance and Real Property Acquisition Guidelines of the California Department of Housing and Community Development, 25 Cal. Code Regs. §6000, *et seq.* Tenant understands that pursuant to Section 6034(b) of the California Code of Regulations, Tenant shall not be entitled to any relocation benefits or assistance if Tenant is temporarily or permanently displaced from the Premises, whether as a result of the expiration of the Term, Landlord's termination of the Lease pursuant to Section 5.2 hereof, Landlord's pursuit of an unlawful detainer proceeding against Tenant, or for any other reason. Tenant hereby knowingly and voluntarily waives any rights Tenant may have to claim or receive any relocation assistance or benefits under state or federal law, and agrees not to file any claim or take any other action to receive such assistance or benefits.

## **ARTICLE 6 HOLDING OVER**

If Tenant holds over or remains in possession of the Premises with or without the consent of Landlord after the expiration of the Term, such holding over or continued possession shall create a tenancy from month to month only, upon the same terms and conditions as are herein set forth so far as the same are applicable; provided, however, the Minimum Monthly Rent payable during the period of such holding over shall be two

hundred percent (200%) of the rent payable immediately preceding the expiration of the Term. If Tenant fails to surrender the Premises in a timely manner upon the termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify and hold Landlord harmless from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any proposed new tenant founded on such failure.

## ARTICLE 7 RENT

Tenant shall pay Landlord without prior demand, deduction, set-off, counterclaim or offset during the Term the rent provided in this Article. All payments to be made under the terms of this Lease shall be in lawful money of the United States of America.

7.1 Minimum Monthly Rent. Tenant agrees to pay the Minimum Monthly Rent, in advance, on the first day of each calendar month, commencing on the Commencement Date, for the use and occupancy of the Premises. Should the Commencement Date be on a day other than the first day of a Month, then the rental for such fractional month shall be computed on a daily basis for the period from the Commencement Date to the end of such calendar month in an amount equal to 1/30 of said Minimum Monthly Rent for each day in such period and shall be due on the Commencement Date.

7.2 Payment of Tenant's Monthly Expense Share. Tenant shall pay Monthly to Landlord, as Additional Rent in addition to all other rental payable pursuant to this Article 7, Tenant's Monthly Expense Share. Tenant's Monthly Expense Share shall be due and payable at the same time that the Minimum Monthly Rent is due and payable. Tenant acknowledges that all businesses within the Boardwalk Retail/Restaurant Area are currently assessed under the International Boardwalk Sanitation District ("Sanitation District") for operational service fees provided by the City. Said fees are levied and assessed as set forth by ordinance and resolution of Landlord's City Council and may be adjusted from time to time. Tenant agrees to pay the annual assessment levied on the Premises by the Sanitation District. One-twelfth of the assessment levied annually upon Tenant at the Premises by the Sanitation District shall be credited (the "Sanitation District Credit") to each of Tenant's Monthly Expense Share for each month during the Lease Year for which the assessment and levy pertains; provided that Tenant delivers a true copy of the notice of assessment and levy to Landlord within 30 days that Tenant receives such notice of assessment and levy. No Sanitation District Credit shall be given on account of penalties, interest or costs of collection arising from non-payment of the assessment. In the event the Fisherman's Wharf Sanitation District is dissolved or altered in any manner, including to assess only leaseholders, Tenant agrees that the Sanitation District Credit shall cease and no longer be credited against Tenant's Monthly Expense Share, and that the full amount of the Tenant's Monthly Expense Share shall be due and payable without credit or offset.

7.3 Adjustment To Minimum Monthly Rent. On the third anniversary of the Commencement Date, the Minimum Monthly Rent shall be adjusted to an amount equal to 80% of the average total monthly rent, including without limitation percentage and minimum rent, payable to Landlord during the previous (three-year) period, provided it shall never be decreased from the then minimum monthly rent at the time of this calculation. If such a formula does not yield an increase in Minimum Monthly Rent equal to or greater than the CPI increase for such a period, then Minimum Monthly Rent shall be adjusted by the increase in the CPI over such period, but in no event decreased, as provided in this Section. For purposes of these CPI increase adjustments, the "Base Month" shall be the Month which is two Months before the Commencement Date, and the adjustment Month shall be the next Month immediately following the third anniversary of the Base Month. The increase shall be calculated by multiplying the Minimum Monthly Rent by a fraction in which the numerator is the CPI for the adjustment Month and the denominator is the CPI for the base Month, and the Minimum Monthly Rent shall be increased to that sum. If the CPI is amended or discontinued, Tenant agrees that Landlord shall have the right to designate a substitute index to be used which will assure that substantially the same results will be obtained hereunder as if the CPI had remained in effect throughout the Term.

7.4 Monthly Percentage Rent. In addition to Minimum Monthly Rent and other sums specified herein, Tenant agrees to pay to Landlord on the 10th day of each Month, Monthly Percentage Rent for the immediately preceding Month without any prior demand and without any offset or deduction whatsoever; except that Tenant shall be liable for Monthly Percentage Rent only to the extent by which the amount the Monthly Percentage Rent for the immediately preceding Month exceeds the Minimum Monthly Rent paid to Landlord by Tenant for the same immediately preceding Month.

7.4.1 Default Monthly Percentage Rent. In the event Tenant shall fail to timely submit a Monthly Statement, as provided for below in section 7.4.4, the Monthly Percentage Rent due on the date that the Monthly Statement for such Month is required to be submitted to Landlord shall be the "Default Monthly Percentage Rent", which is the higher of (i) the highest Monthly Percentage Rent previously reported on a Monthly Statement or (ii) 110% of the then current Minimum Monthly Rent applicable to the Month for which the Monthly Percentage Rent is due. In the event that the Monthly Percentage Rent to be due was later determined from the relevant Monthly Statement in accordance with section 7.4.4 to be greater than the Default Monthly Percentage Rent, Tenant shall immediately pay the amount of the deficiency to Landlord, together with interest thereon from the date the Monthly Percentage Rent was otherwise due. Nothing contained herein shall be construed (i) to allow Tenant to fail or refuse to faithfully account for Gross Sales, to submit Monthly Statements or to pay Monthly Percentage Rent as otherwise provided for herein, or (ii) as a waiver of the rights of Landlord to otherwise receive faithful accountings and Monthly Statements from Tenant and to conduct audits concerning such rights. The Monthly Percentage Rent for any Month shall be the greater of (i) the Default Monthly Percentage Rent and (ii) the Monthly Percentage Rent determined by a timely submitted Monthly Statement. Tenant shall not be entitled to

a credit or repayment if the Default Monthly Percentage Rent is later determined by the relevant Monthly Statement to be greater than the Monthly Percentage Rent.

7.4.2 Calculation and Adjustment of Monthly Percentage Rent Payments. The amount of the Monthly Percentage Rent due and payable for the immediately preceding Month shall be calculated by applying the percentage of Gross Sales specified as Monthly Percentage Rent in the Summary to Gross Sales in the Monthly Statement to be submitted to Landlord as required below and deducting therefrom the payment (if any) of Minimum Monthly Rent made by Tenant for the same Month. The calculation of Minimum Percentage Rent shall be made in writing by Tenant and submitted to Landlord together with the payment of the Monthly Percentage Rent to which it applies. The accuracy of such calculation and of the Monthly Statement shall not be binding on Landlord. For the purpose of computing the Monthly Percentage Rental due, sales made during the first fractional Month in which Monthly Percentage Rent commences shall be added to the sales made during the first full calendar Month and Tenant shall pay to Landlord the amount by which the amount so computed as a percentage of Gross Sales of Tenant during this entire period exceeds the Monthly installments of Minimum Monthly Rent which are paid by Tenant during said period. The amount by which the Minimum Monthly Rent paid for any Month exceeds the Monthly Percentage Rent for that same Month shall not be credited against the Minimum Monthly Rent or Monthly Percentage Rent for any other Month and there shall not be an adjustment on an annual basis of the aggregate Monthly Percentage Rent due during a Lease Year.

7.4.3 Record Keeping. Tenant shall record at time of sale, in the presence of the customer, all receipts from sales or other transactions, whether cash or credit, in a cash register(s), which shall provide a cumulative total and which shall number consecutive purchases. Tenant shall keep and maintain (i) all such cash register receipts with regard to the Gross, net sales, credits, refunds and other pertinent transactions made from or upon the Premises (including the Gross Sales of any subtenant, licensee or concessionaire), (ii) detailed original records of any exclusions or deductions from Gross Sales (including any exclusions or deductions from Gross Sales of any subtenant, licensee or concessionaire) and (iii) full and accurate books of account and records in accordance with generally accepted accounting principles consistently applied. Such books, receipts and records shall be kept for a period of three (3) years after the close of each Lease Year, and shall be available for inspection and audit by Landlord and/or its representatives at the Premises at all times during regular business hours. In addition, upon request of Landlord, Tenant agrees to furnish to Landlord a copy of Tenant's State and Local Sales and Use Tax Returns and Tenant waives any right of confidentiality which Tenant may claim to have for such Returns.

7.4.4 Monthly and Annual Statements. Tenant shall furnish to Landlord a written statement ("Monthly Statement") of Gross Sales for each Month not later than 10 days after the end of such Month. Tenant shall also furnish an annual written statement ("Annual Statement"), including a Monthly breakdown of Gross Sales during each Lease Year, within 45 days after the close of each Lease Year. Such Monthly

Statements and Annual Statement shall be signed and certified to be true and correct by Tenant if Tenant is composed of individuals, or by the chief financial officer of Tenant, if Tenant is a corporation. The receipt by Landlord of any Monthly or Annual Statement or any payment of Monthly Percentage Rental for any period shall not bind it as to the correctness of the Monthly Statement or the Annual Statement, or the correctness of any payment. Any information gained by Landlord from such Statements, or any audit or inspection shall be confidential to the extent that Tenant maintains such information as secret and confidential and so informs Landlord, and shall not be disclosed by Landlord other than to carry out the purposes of this Section, with the exception of the following: Landlord shall be permitted to divulge the contents of any such Statements in connection with any financing arrangements, ground leases, or assignments of Landlord's interest in the Premises, in connection with any administrative or judicial proceedings in which Landlord is involved where Landlord may be required to divulge such information or when Landlord (as a public agency) is required by law to divulge such information.

7.4.5 Right to Inspect and Audit. Landlord shall, within five (5) years after the receipt of the Annual Statement for a Lease Year, be entitled to inspect and audit, and to make and retain copies of, Tenant's books, records and accounts relevant to the determination of Gross Sales and the cost of sales (including the Gross Sales and cost of sales of any subtenant, licensee or concessionaire) for all Months during the period subject to audit. Such audit shall be conducted either by Landlord or by an auditor designated by Landlord during normal business hours at Tenant's principal place of business. If it is determined as a result of such audit that there has been a deficiency in the payment of any Monthly Percentage Rental, then such deficiency shall immediately become due and payable, together with interest at the Maximum Lawful Rate from the date when said payment should have been made. In addition, if any of Tenant's Monthly Statements under review by Landlord is found to have understated Gross Sales for any Month by more than two percent (2%), and if Landlord is entitled to any additional Monthly Percentage Rental for that Month as a result of said understatement, then Tenant shall pay to Landlord all reasonable costs and expenses (including, but not limited to: accounting, bookkeepers and auditors fees; attorneys' fees; costs allocable to salaries and benefits of Landlord's employees; copying, reproduction and printing costs; and litigation and court costs) which may be incurred or suffered by Landlord in determining the understatement or collecting the underpayment. If Tenant's statement shall be found to have understated Gross Sales for any Month by more than 6%, then, in addition to Landlord's aforesaid rights, Landlord may, at its sole option, terminate this Lease at any time thereafter upon notice to Tenant.

7.5 Additional Rent. Tenant shall pay all Additional Rent. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as Additional Rent with the next installment of Minimum Monthly Rent thereafter falling due. Nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or to limit any other remedy of Landlord.

7.6 Failure To Pay Items Required Under Article 7. If Tenant fails to pay any Minimum Monthly Rent, Monthly Percentage Rent, Default Monthly Percentage Rent or any Additional Rent when the same is due and payable, such unpaid amounts shall bear interest at the Maximum Lawful Rate from the date due until the date of receipt by Landlord of such payment. In addition to such interest, Tenant acknowledges that the late payment by Tenant of any monthly installment of Minimum Monthly Rent (and/or late payment of other obligations hereunder) will cause Landlord to incur certain internal administrative costs and expenses not otherwise provided for under this Lease, and that the exact amount of such costs are extremely difficult or impractical to fix. Such costs and expenses will include but are not limited to internal administrative processing, accounting and review. Therefore, if any such payment is not received by Landlord from Tenant in good funds by the 10th day after the date on which such payment is due, Tenant shall immediately pay to Landlord a late charge equal to the greater of 5% of such payment or \$100. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its internal administrative loss suffered because of nonpayment or untimely payment by Tenant. Acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment or untimely payment by Tenant, and shall not prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease.

7.7 Application of Payments. Landlord may at its option, apply any payments received from Tenant, to any Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent which is then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any payment received from Tenant shall be applied first to the Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent which has been overdue for the longest period of time.

7.8 Address for Payments. All rental and other payments shall be paid by Tenant to Landlord at Landlord's address as shown in the Summary, or at such other place as may occasionally be designated by Landlord in writing.

## ARTICLE 8 UTILITIES

Tenant shall, during the entire Term, (i) arrange for and pay any and all initial utility deposits and fees, connection and metering costs, and (ii) all monthly service charges for electricity, gas, water, telephone and any other utility services, except for sewage, furnished to the Premises and the Improvements thereon. Landlord shall not be liable for any loss or damage resulting from an interruption of any of the above services.

8.1 Indemnification. Tenant shall defend, indemnify and save Landlord harmless against any liability or charges on account of any utility services. In case any utility charges are not paid by Tenant when due, Landlord may pay the utility charges to the utility company or department furnishing the utility service, and any amounts so paid by



Landlord shall be paid by Tenant to Landlord immediately upon demand by Landlord, as Additional Rent.

8.2 Utility Charges. If a submeter is installed for any utilities, Tenant shall pay Landlord monthly for the utility services so submetered at the same rates which Tenant would pay to the utility company supplying such utility service if such service were supplied by direct meter. If the furnishing of any service by Landlord should be determined to be a public utility service and rates therefor should be fixed or approved by any public authority having jurisdiction, then such rates for any such service shall supersede the provisions of this Lease with respect to the determination of the charges to be paid by Tenant for such service. Landlord may at its option, install separate utility meters at Tenant's expense.

8.3 No Overloading. Tenant shall not have the right to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities without Landlord's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord, and if Landlord provides such additional facilities to accommodate Tenant's installation, Tenant agrees to pay Landlord, upon demand, the cost of providing such additional utility facilities and all related expenses of any kind. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems.

8.4 Discontinuance. Landlord reserves the right to cut off and discontinue furnishing any heating, ventilation, air conditioning or other utility services furnished or submetered by Landlord at any time after an event of default under this Lease by Tenant. Landlord shall not be liable for any damages resulting from or arising out of such discontinuance of utility services, and such discontinuance shall not constitute a termination of this Lease or an eviction of Tenant. Tenant hereby releases Landlord from any loss, damage or liability sustained by Tenant as a result of such discontinuance.

8.5 Additional Utility Programs. If Landlord now or hereafter elects to provide any type of utility or alarm services to all or a substantial part of the Boardwalk Retail/Restaurant Area, then Tenant shall, upon Landlord's request, participate in the program and pay to Landlord the reasonable cost of installing and providing the services to Tenant. The utility or alarm services which Landlord may provide include, but are not limited to, electricity for lighting, heating and air conditioning, fire, smoke or security alarm systems, telephone systems and/or any other technological advances which may provide a benefit to the tenants or patrons of the Boardwalk Retail/Restaurant Area. If Landlord provides any of such utility or alarm systems, Landlord may also establish a reasonable program, through rules and regulations, for the monitoring of such systems, determining the usage by each Occupant, establishing standards, requirements and limitations on usage, record keeping, construction and maintenance.

8.6 Utility Service by Landlord. If any utilities are provided in whole, or in part, by Landlord, Tenant shall promptly pay to Landlord as Additional Rent Tenant's share of the charges paid by Landlord for the utilities servicing the Premises or the Common

Areas during the Term. From and after the Commencement Date, Tenant shall pay to Landlord an amount estimated by Landlord to be the monthly sum payable hereunder by Tenant for such services. Landlord may adjust the monthly estimated sum at the end of each calendar quarter, based on Landlord's experience and reasonably anticipated costs. Within 60 days following the end of each calendar year, Landlord shall furnish Tenant a statement covering the previous year showing the total of said utility expenses payable by Tenant for said year and the payments actually made by Tenant with respect to such period as set forth above. If the sums payable for such utility expenses exceed Tenant's prior payments, Tenant shall pay Landlord the deficiency within 10 days after receipt of such statement. If said payments exceed the sums payable for such expenses, Tenant shall be entitled to offset such excess against payments which next become due to Landlord as set forth above. Tenant shall pay its pro rata share of the utilities expense, which shall be an amount equal to the utilities expense on the Boardwalk Retail/Restaurant Area multiplied by a fraction the numerator of which shall be the floor area of the Premises as determined by Landlord (and as indicated on the cover sheets hereto) and the denominator of which shall be the floor area of all areas available for exclusive use and occupancy by tenants of the Boardwalk Retail/Restaurant Area, whether or not such areas are actually occupied and open for business.

**ARTICLE 9 INDEMNITY - RELEASE - INSURANCE - WAIVER OF SUBROGATION**

9.1 Indemnity. To the fullest extent permitted by law, Tenant shall indemnify and hold harmless Landlord and its respective officers, employees, elected and appointed officials and volunteers from and against any and all claims, damages, liabilities, losses, Environmental Damages, judgments, lawsuits, causes of action, obligations, penalties, costs, charges and expenses, including without limitation, attorneys' fees and costs and expert witness fees, caused in whole or in part by any intentional, reckless or negligent act or omission of Tenant, any Tenant assignee, licensee, sublessee, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or its failure to comply with any of its obligations contained in this Lease, or its failure to comply with any law, and which may be imposed or incurred or asserted (whether real or claimed) against Landlord or its respective officers, employees, elected and appointed officials, contractors, and volunteers by reason of the occurrences listed below during the Term of this Lease. This indemnification obligation shall survive this Lease and shall not be limited by any term of any insurance policy required under this Lease.

(a) Any use, non-use, possession, occupation, condition, operation, conduct of business, maintenance or management of the Premises, or from any activity, work, or other things done, permitted or suffered by Tenant, its agents, contractors, servants, employees or invitees, in or about the Premises, or any part thereof, or any sidewalk, curb, vault, passageway or space adjacent thereto over which Tenant has management responsibilities or control;

(b) Any negligence or wrongful act on the part of Tenant or any of its agents, contractors, servants, employees, sublessees, operators, licensees or invitees;

(c) Any accident, injury or damage to any person or property occurring in, on or about the Premises, or any part thereof, or any sidewalk, curb, vault, passageway or space adjacent thereto over which Tenant has management responsibilities or control;

(d) Any failure on the part of Tenant to maintain, repair, restore or construct the Premises as provided in this Lease, or any failure to perform or comply with any of the other terms, provisions, covenants and conditions contained in this Lease on its part to be performed or complied with; and

(e) All liens, claims and demands arising out of the construction, alteration, repair, restoration or work of improvement on or about the Premises by or on behalf of Tenant or its facilities.

Tenant agrees to give prompt notice to Landlord in case of casualty or accidents in the Premises, or in the case of any incident or omission upon which a claim could be made. In case any action or proceeding is brought against Landlord or its officers, agents and employees by reason of any such claim, Tenant, upon written notice from Landlord, shall at Tenant's expense, resist or defend such action or proceeding by counsel reasonably approved by Landlord in writing. This obligation to indemnify shall include without limitation reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made. Notwithstanding the foregoing, Landlord or its officers, agents and employees shall not be entitled to indemnity under the foregoing provision for any claim arising from the willful misconduct or gross negligence of Landlord, its officers, agents and employees.

9.2 Release. Landlord or its agents shall not be liable for interference with the light, air, access to, or for any latent defect in the Premises. Landlord shall not be liable for and Tenant hereby releases Landlord from any loss, damage or liability of any kind, for any injury to or death of persons, for Environmental Damages or for damage to property of Tenant or any other person from any cause whatsoever occurring from and after the Commencement Date by reason of the use, construction, occupancy and enjoyment of the Premises or the Boardwalk Retail/Restaurant Area by Tenant or any person thereon or holding under Tenant, or for any matter for which Tenant indemnifies Landlord. The damages for which Landlord is released include, but are not limited to, damages resulting from (i) any labor dispute, (ii) fire, smoke, explosion, noxious odors, the presence of Hazardous Materials, falling plaster or other building materials, steam, gas, electricity, or other nuisance, (iii) water, dampness, wave action or rain which may leak from or to any part of the Premises or its roof, (iv) failure or rupture of the pipes, appliances, systems, equipment or plumbing works in the Premises or the Boardwalk Retail/Restaurant Area and (v) interruption in utility service. Landlord shall in no event be liable to Tenant or anyone claiming by, under or through Tenant for any loss, damage or liability resulting from the acts or omissions of other Tenants or users of the

Boardwalk Retail/Restaurant Area or by any other third person who was not acting under the direction and control of Landlord.

9.3 Waiver of Subrogation. Tenant hereby waives any rights Tenant may have against Landlord on account of any loss or damage occasioned to Tenant, or Tenant's property, arising from any risk generally covered by fire and extended coverage insurance. Tenant's insurance coverages shall be endorsed to state that all insurers waive any rights of subrogation it may have against the City of Redondo Beach, its officers, elected and appointed officials, contractors, employees, and volunteers.

9.4 Insurance Provided by Tenant. From and after delivery of possession of the Premises, Tenant shall carry and maintain, at Tenant's sole cost and expense, the following types of insurance, in the amounts specified and in the forms provided below:

9.4.1 Comprehensive General Liability. Comprehensive General Liability Insurance covering the Premises and Tenant's use thereof against claims for bodily injury or death, personal injury and property damage occurring upon, in or about the Premises regardless of when such claims may be made. Such insurance shall have limits of not less than \$2,000,000 for bodily injury to or death of any number of persons arising out of any one occurrence and \$2,000,000 for property damage arising out of any one occurrence, or a combined single limit of at least \$4,000,000 may be provided in lieu of split limits. These limits shall apply to this location only. The insurance coverage required under this Section shall include coverage for liability hazards as defined in the policy forms and endorsements for premises and operations liability, personal injury liability, broad form property damage liability and contractual liability, which shall extend to liability of Tenant arising out of the indemnities provided in Section 9.1. General Liability coverage can be provided in the form of an endorsement to Tenant's insurance, or as a separate policy. If required by Landlord from time to time, Tenant shall increase the limits of its comprehensive general liability insurance to reasonable amounts customary for tenants in like Boardwalk Retail/Restaurant Areas. Coverage must be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

9.4.2 Plate Glass. Insurance covering all plate glass on the Premises. Tenant shall have the option to (i) insure the risk, (ii) post a bond for replacement of any damaged plate glass, or (iii) pay for the immediate replacement of all plate glass if and when any damage occurs.

9.4.3 Boiler and Machinery. Boiler and machinery insurance on all air conditioning equipment and systems exclusively serving the Premises and all electrical facilities and equipment located in the Premises. If said equipment and systems, and the damage that may be caused by them or result from them, are not covered by Tenant's extended coverage insurance, then the insurance specified in this subsection shall be in an amount of not less than Five Hundred Thousand Dollars (\$500,000). If Tenant requires boilers or other pressure vessels to serve the Premises they shall also be insured in the amount required by this subsection.

9.4.4 Direct Property Damage. All Risk Physical Damage Insurance covering Tenant's trade fixtures, merchandise and personal property from time to time in, on or about the Premises, and all leasehold Improvements to the Premises which Tenant is required to maintain pursuant to Section 16.1, specifically including any heating and cooling facilities serving the Premises which may be located outside the Premises provided that Tenant shall have the option to self-insure the plate glass. Such insurance (i) shall be written on a replacement cost basis in an amount equal to at least ninety percent (90%) of the replacement cost of the insured property; and (ii) shall provide protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler leakage, vandalism, malicious mischief, and, if obtainable at commercially reasonable rates, also earthquake, flood and other natural disaster insurance. Tenant's obligations to provide insurance pursuant to this Section shall apply to all Improvements and fixtures, notwithstanding that some or all of such Improvements and fixtures may have been installed by Tenant, Landlord, a prior tenant or any other party at any time before or after the delivery of the Premises to Tenant.

9.4.5 Workers Compensation. Statutory workers compensation insurance (including occupational disease insurance) as may be from time to time required by the laws of the State of California.

9.4.6 Employer's Liability. Employer's liability insurance with a per occurrence limit of not less than \$2,000,000 per accident for bodily injury or disease or such greater amount as is customary for similar employers in the trade area.

9.4.7 Liquor Liability. If, with the consent of Landlord, alcoholic beverages are to be dispensed in the Premises, liquor liability insurance which includes loss of means of support coverage with limits of not less than those set forth in Section 9.3.1 above, for bodily injury or death and property damage in the event that in any part of the Premises there shall be given, sold or dispensed intoxicating liquors or alcoholic beverages as set forth in the Dram Shop statutes of California.

9.4.8 Business Interruption. Rental insurance (or, as the case may be, use and occupancy insurance) and business interruption or disruption insurance with benefits payable to Landlord in amounts not less than the total Minimum Annual and Monthly Percentage Rentals payable by Tenant to Landlord for the previous year.

9.4.9 Motor Vehicle Liability. Motor vehicle liability insurance governing any autos used in connection with operations at the Premises with coverage at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

9.4.10 Policy Form. All policies of insurance provided for herein shall be issued by insurance companies (i) with A. M. Best rating of not less than A-X, and (ii) which are California admitted insurers. Any deductibles must be declared to and approved by Landlord in its sole discretion. All such policies shall provide that the full amount of any losses shall be payable for Landlord's benefit under the terms of this Lease notwithstanding any act, omission or negligence of Landlord or Tenant which might otherwise result in a forfeiture of insurance coverage, and shall be issued in the names of Landlord and Tenant, and if requested by Landlord, Landlord's mortgagee or beneficiary, which policies shall be for the mutual and joint benefit and protection of Landlord, Tenant and Landlord's mortgagee or beneficiary. Executed copies of such policies of insurance or certificates and endorsements thereof shall be delivered to Landlord within ten (10) days after the Commencement Date. Thereafter, executed copies of renewal policies or certificates and endorsements thereof shall be delivered to Landlord at least fifteen (15) days prior to the expiration of each term of each such policy. All public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned by Landlord, its officers, elected and appointed officials, agents, employees and volunteers due to negligence by Tenant. All policies of insurance delivered to Landlord shall contain a provision that the company writing said policy will give to Landlord in writing thirty (30) days' notice in advance of any cancellation or lapse, refusal to renew, suspension or termination of coverage, reduction of any policy limits, increase of any policy deductibles, or other alteration of any terms or conditions of the policy, or of the effective date of any reduction in the amounts of insurance. All of Tenant's insurance coverages shall be written as primary policies, not contributing to, and not as excess coverage to coverage which Landlord may carry. Tenant agrees to permit Landlord, at any reasonable time, to inspect Tenant's policies of insurance of Tenant with respect to the Premises. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Endorsement:

1. General Liability: "The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to Tenant."
2. Automobile Liability: "The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of Lessee."

(b) 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 against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(c) Each insurance policy required by this Lease shall be in effect for the duration of the Lease Term. The maintenance of proper insurance coverage is a material element of the Lease and failure to maintain or renew coverage or to provide evidence of renewal may be treated by Landlord as a default of the Lease on Lessee's part.

9.5 Blanket Coverage. Notwithstanding anything to the contrary set forth in this Article 9, Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided, however, (i) that Landlord and other parties in interest to Landlord shall be named as additional insured as their interests may appear and (ii) that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and (iii) that the requirements set forth herein are otherwise satisfied.

9.6 Insurance Provided by Landlord. Landlord shall at all times from and after the Commencement Date maintain in effect a policy or policies of insurance covering the Premises in an amount not less than eighty percent (80%) of full replacement cost (exclusive of the cost of land, excavations, foundations and footings) from time to time during the Term, or the amount of such insurance as Landlord's Lender may require Landlord to maintain, whichever is greater. This coverage must provide protection against any peril generally included in the classification "Fire and Extended Coverage," sprinkler damage, vandalism, malicious mischief and business interruptions. In addition, Landlord may, at Landlord's option, obtain insurance against earthquake, flood and other natural disaster damage; but Landlord is not obligated to obtain or continue to maintain such coverage. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of any so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance. If Landlord is a municipal governmental entity, Landlord may elect to self-insure for the coverage required herein on terms and conditions in accordance with programs and policies of self-insurance established and in effect from time to time by Landlord.

9.7 Actions Affecting Insurance. Tenant shall not at any time during the Term carry any stock or goods or do anything in or about the Premises which will in any way tend to increase the insurance rates upon the Boardwalk Retail/Restaurant Area. Tenant shall pay to Landlord, upon demand, the amount of any increase in premiums for insurance that may be charged during the Term, or the amount of insurance coverage required to be carried by Landlord on the Boardwalk Retail/Restaurant Area, resulting from any act of Tenant in or about the Premises which does so increase the insurance rates, whether or not Landlord shall have consented to such act on the part of Tenant. If

Tenant installs upon the Premises any electrical equipment which constitutes an overload of the electrical lines of the Boardwalk Retail/Restaurant Area, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction, including without limitation, removal and restoration, and nothing herein contained shall be deemed to constitute Landlord's consent to such overloading. Tenant shall, at its own expense, comply with all requirements for Landlord's maintenance of fire and extended coverage insurance for the Premises, including the installation of fire extinguishers or automatic dry chemical extinguishing systems that may be more particularly described elsewhere in this Lease.

9.8 Hazardous Materials. Tenant covenants that no Hazardous Materials shall be brought onto, stored, used, transported or disposed of at the Premises by Tenant or any of its employees, agents, independent contractors, licensees, subtenants or invitees, except for in strict compliance with all laws, rules and regulations controlling the presence and use of such materials. No Hazardous Materials shall be placed into the plumbing or waste treatment systems of the Premises except for systems which are designed to accept Hazardous Materials for treatment and discharge in accordance with the laws applicable thereto. Tenant shall undertake special attention and precautions to prevent the discharge or disposal of any Hazardous Materials into the ocean. Tenant shall hold harmless, indemnify and defend Landlord, its respective councilmembers, elected and appointed officials, employees, volunteers, successors and assigns, (collectively, the "Indemnified Persons") from and against any direct, indirect, or consequential Environmental Damages resulting from or arising out of events occurring on or about the Premises during the Term, except for Environmental Damages arising solely from the acts or omissions of any one of the Indemnified Persons. Tenant's indemnification obligation hereinabove shall survive the expiration of the Term or earlier termination of this Lease.

Tenant covenants to promptly notify Landlord when Tenant becomes aware of (a) the presence of Hazardous Materials on the Premises which were not previously authorized by Landlord in accordance with the provisions of this Section or approved in writing by Landlord, and (b) the release to the Premises or the air of Hazardous Materials, whether or not caused or permitted by Tenant. Such notice shall include as much detail as reasonably possible, including identity of the location, type and quantity of Hazardous Materials released. If the unauthorized existence of Hazardous Materials on the Premises is caused or permitted by the Tenant, or the Tenant releases Hazardous Materials beneath, on or above the Premises, and such existence or release results in Environmental Damages, the Tenant, at its sole expense, shall promptly take all actions required by the Laws applicable thereto to return the Premises to the condition existing prior to the events which resulted in Environmental Damages.

9.9 Adjustment of Coverage. The amounts of insurance coverage shall be adjusted periodically upon the request of the Landlord's "risk manager", and the amounts of adjustments shall not be less than such periodic increases of CPI. As conditions change, Landlord reserves the right to make changes to any provisions or coverage as set



forth in this Article 9 as determined by City's risk manager in his or her reasonable discretion.

## **ARTICLE 10 TENANT'S RIGHT TO MAKE ALTERATIONS**

### 10.1 Landlord's Consent.

(a) Tenant shall not make or permit to be made any alterations, additions or improvements (singularly and collectively "Alterations") to or of the Premises, Boardwalk or Improvements or any part thereof without the prior written consent of Landlord in each instance.

(b) Landlord will not unreasonably withhold its consent to any Alterations provided and upon the condition that all of the following conditions shall be satisfied: (i) the Alterations do not affect the outside appearance of the Premises, Boardwalk or Improvements; (ii) the Alterations are nonstructural and do not impair the strength of the Premises, Boardwalk or Improvements or any part thereof; (iii) the Alterations are to the interior of the Premises and do not affect any part of the Boardwalk or Boardwalk Retail/Restaurant Area outside of the Premises; (iv) the Alterations do not affect the proper functioning of the heating, ventilating and air conditioning ("HVAC"), mechanical, electrical, sanitary or other utilities, systems and services of the Premises or Improvements, or increase the usage thereof by Tenant; (v) Landlord shall have approved the final plans and specifications for the Alterations and all contractors who will perform them; (vi) Tenant pays to Landlord (A) a fee for Landlord's indirect costs, field supervision or coordination in connection with the Alterations equal to ten percent (10%) of the estimated cost of Alterations that are in excess of \$10,000, and (B) the reasonable costs and expenses actually incurred by Landlord in reviewing Tenant's plans and specifications and inspecting the Alterations to determine whether they are being performed in accordance with the approved plans and specifications and in compliance with applicable laws, including, without limitation, the fees of any architect or engineer employed by Landlord for such purpose; (vii) before proceeding with any Alteration which will cost more than \$10,000 (exclusive of the costs of items constituting Tenant's Property, as defined in Section 10.2), Tenant obtains and delivers to Landlord, at Landlord's option, either: (C) a performance bond and a labor and materials payment bond for the benefit of Landlord, issued by a corporate surety licensed to do business in California, each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Landlord, or (D) such other security as shall be reasonably satisfactory to Landlord. Unless all of the foregoing conditions are satisfied, Landlord shall have the right to withhold its consent to the Alterations in Landlord's sole and absolute discretion.

(c) Not less than fifteen (15) days nor more than twenty (20) days prior to commencement of any Alterations, Tenant shall notify Landlord of the work commencement date so that Landlord may post notices of nonresponsibility about the Premises. All Alterations must comply with all applicable laws, the other terms of this Lease, and the final plans and specifications approved by Landlord, and Tenant shall

fully and promptly comply with and observe the rules and regulations of Landlord then in force with respect to the making of Alterations. Landlord's review and approval of Tenant's plans and specifications are solely for Landlord's benefit. Landlord shall have no duty toward Tenant, nor shall Landlord be deemed to have made any representation or warranty to Tenant, with respect to the safety, adequacy, correctness, efficiency or compliance with Laws of the design of the Alterations, the plans and specifications therefor, or any other matter regarding the Alterations.

10.2 Ownership and Surrender of Alterations. Upon their installation, all Alterations, including, but not limited to, wall covering, paneling and built-in cabinetry, but excluding movable furniture, trade fixtures and office equipment ("Tenant's Property"), shall become a part of the realty and belong to Landlord and shall be surrendered with the Premises. However, upon the expiration or sooner termination of the Term, Tenant shall, upon written demand by Landlord, at Tenant's expense, immediately remove any Alterations made by Tenant which are designated by Landlord to be removed and repair any damage to the Premises caused by such removal.

10.3 Liens. Tenant shall pay when due all claims for labor, materials and services furnished by or at the request of Tenant or Tenant's affiliates. Tenant shall keep the Premises, Boardwalk and Boardwalk Retail/Restaurant Area free from all liens, security interests and encumbrances (including, without limitation, all mechanic's liens and stop notices) created as a result of or arising in connection with the Alterations or any other labor, services or materials provided for or at the request of Tenant or Tenant's affiliates, or any other act or omission of Tenant or Tenant's affiliates, or persons claiming through or under them. (Such liens, security interests and encumbrances singularly and collectively are herein called "Liens.") Tenant shall not use materials in connection with the Alterations that are subject to any Liens. Tenant shall indemnify Landlord for, and hold Landlord harmless from and against: (a) all Liens; (b) the removal of all Liens and any actions or proceedings related thereto; and (c) all liabilities incurred by Landlord or Landlord's affiliates in connection with the foregoing. If Tenant fails to keep the Premises, Boardwalk or Boardwalk Retail/Restaurant Area free from Liens, then, in addition to any other rights and remedies available to Landlord, Landlord may take any action necessary to discharge such Liens, including, but not limited to, payment to the claimant on whose behalf the Lien was filed. Tenant shall indemnify Landlord for, and hold Landlord harmless from and against, all liabilities so incurred by Landlord, without regard to any defense or offset that Tenant may have had against the claimant. Neither Landlord's curative action nor the reimbursement of Landlord by Tenant shall cure Tenant's default in failing to keep the Premises, Boardwalk and Boardwalk Retail/Restaurant Area free from Liens.

10.4 Additional Requirements. Alterations shall comply with all Laws. Tenant, at its expense, shall obtain all necessary permits and certificates for the commencement and performance of Alterations and for final approval thereof upon completion, and shall cause the Alterations to be performed in compliance therewith and with all applicable insurance requirements, and in a good, first-class and workmanlike manner. The City shall have all rights to review and approve or disapprove all required submittals in accordance with the City Municipal Code, and nothing set forth in this

Lease shall be construed as the City's approval of any or all of the applications or plans for the Alterations. Tenant, at its expense, shall diligently cause the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations, or any other work, labor, services or materials done for or supplied to Tenant or Tenant's affiliates, or by any person claiming through or under Tenant or Tenant's affiliates. Alterations shall be performed so as not to interfere with any other tenant in the Boardwalk or Boardwalk Improvements, cause labor disharmony therein, or delay or impose any additional expense on Landlord in the construction, maintenance, repair or operation of the Boardwalk or Boardwalk Retail/Restaurant Area. Throughout the performance of the Alterations, Tenant, at its expense, shall carry, or cause to be carried, in addition to the insurance described in this Lease, Workers' Compensation insurance in statutory limits and such other insurance as Landlord may reasonably require, with insurers reasonably satisfactory to Landlord. Tenant shall furnish Landlord with satisfactory evidence that such insurance is in effect at or before the commencement of the Alterations and, upon request, at reasonable intervals thereafter until completion of the Alterations.

10.5 Compliance with Applicable Prevailing Wage Requirements. The Tenant shall carry out the construction of all Alterations in conformity with all applicable federal and state labor laws. If applicable, Tenant and its contractors and subcontractors shall pay prevailing wages and employ apprentices in compliance with Health and Safety Code Sections 33423 through 33426, and Labor Code Section 1770, *et seq.*, and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Although the parties believe that California law does not require the payment of prevailing wages or the hiring of apprentices as a result of this Lease because the Premises is being leased at its fair market rental value, Tenant shall be solely responsible for determining and effectuating compliance with such laws, and Landlord makes no representation as to the applicability or non-applicability of any of such laws to the construction of the Alterations. Tenant hereby expressly acknowledges and agrees that the Landlord has not previously affirmatively represented to the Tenant or its contractor(s) for the construction of the Alterations, in writing or otherwise, in a call for bids or otherwise, that the Alterations are not a "public work," as defined in Section 1720 of the Labor Code.

Tenant shall indemnify, protect, defend and hold harmless the Landlord and its officers, employees, contractors and agents, with counsel reasonably acceptable to the Landlord, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including, without limitation, reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which, in connection with the construction of the Alterations, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Tenant of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from

time to time, or any other similar law; or (3) failure by Tenant to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the construction of the Alterations, including, without limitation, any and all public works (as defined by applicable law), Tenant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Lease.

## **ARTICLE 11 MECHANICS' LIENS**

11.1 No Liens. Tenant shall do all things necessary to prevent the filing of any mechanics' or other lien against the Boardwalk Retail/Restaurant Area, the Premises, the underlying real property or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant, or by reason of Tenant's failure to pay any Taxes which Tenant is required to pay. If any lien shall at any time be filed against the Boardwalk Retail/Restaurant Area or the Premises or any part thereof, Tenant shall either cause the lien to be discharged of record immediately after the date of filing of the lien or, if Tenant in its discretion and in good faith determines that such lien should be contested, Tenant shall furnish such security as may be necessary or required, in Landlord's judgment, to prevent any foreclosure proceedings against the Boardwalk Retail/Restaurant Area, the Premises or any part thereof and to permit a reputable title insurance company to insure over the lien during the pendency of such contest. If Tenant shall fail to discharge such lien immediately or fail to furnish such security, such inaction shall constitute a default under this Lease and, in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, deemed necessary by Landlord. Tenant shall, within three (3) days after Landlord's request, hire an attorney acceptable to Landlord who agrees with Landlord in writing to represent Landlord and Tenant, at Tenant's sole cost, in connection with the discharge of the lien and protection of the Premises and Boardwalk Retail/Restaurant Area. If such written confirmation is not received by Landlord from an acceptable attorney within such three (3) day period, Landlord may hire an attorney to represent Landlord's interest in connection with any such lien, at Tenant's sole cost. Tenant shall repay to Landlord upon demand, all sums disbursed, expended, incurred or deposited by Landlord pursuant to the foregoing provisions of this Section 11.1, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith. Nothing contained in this Lease shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' or other lien law.

11.2 Notices of Non-Responsibility. Landlord or its representatives shall have the right to enter and inspect the Premises at all reasonable times, and shall have the right to

post and keep posted thereon notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any putative lien, give to Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices.

11.3 Security for Contested Claims. If Tenant desires to contest any claim of lien, it shall furnish Landlord adequate security for 150% of the amount of the claim, plus estimated costs and interest, or the bond of a responsible corporate surety in such amount, conditioned upon the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall immediately pay and satisfy such judgment.

11.4 Landlord's Rights. If Tenant is in default in paying any charge for which a mechanics' lien claim and suit to foreclose the lien have been filed, and has not given Landlord security to protect the Premises and Landlord against such claim of lien, Landlord may (but shall not be so required to) pay said claim and any associated costs. The amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and payable from Tenant to Landlord. Interest shall accrue on such amount from the dates of Landlord's payments at the Maximum Lawful Rate.

## ARTICLE 12     ADVERTISING MEDIA

12.1 Approved Advertising. Tenant shall erect signs in accordance with the provisions of the sign criteria labeled Exhibit E. Tenant hereby receives Landlord's consent to affix a sign to a lower corner of the door or front window of the Premises, showing the name, address and telephone number of Tenant. Any and all signage pertaining to Tenant's business must be approved by all necessary public agencies prior to installation. Any signage currently on the Premises will be considered new signage as of the Commencement Date, and therefore, must receive the proper approval (from Landlord and all appropriate governmental agencies) to remain on the Premises.

12.2 Landlord's Consent Required. Tenant shall not affix or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such item or items except with the prior written approval of Landlord as to size, type, color, location, copy, medium, structure and aesthetic qualities on any of the glass panes and supports of the show windows, doors and the exterior walls nor within twenty-four (24) inches of any window of the Premises.

12.3 Advertising Outside Premises. No advertising medium shall be utilized by Tenant which can be heard or experienced outside the Premises, including but not limited to flashing lights, searchlights, loudspeakers, phonographs, radios or televisions. Tenant shall not display, paint or place any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Boardwalk Retail/Restaurant

Area, nor shall Tenant distribute, or cause to be distributed, in the Boardwalk Retail/Restaurant Area or on the Property, any handbills or other advertising devices without the prior written consent of Landlord. Landlord may enter upon the Premises to remove any non-conforming signs, etc. Tenant shall not decorate, paint, alter, install canopies, devices, fixtures, antennas or attachments to the exterior or roof of the Premises.

**ARTICLE 13    FIXTURES AND PERSONAL PROPERTY; PAYMENT OF TAXES.**

13.1 Removable Trade Fixtures. Any Removable Trade Fixtures shall remain the property of Tenant and Landlord agrees that Tenant shall have the right to remove any and all of its Removable Trade Fixtures which it may have stored or installed in the Premises, provided Tenant is not in breach or violation of any of its duties or obligations under the terms of this Lease. Nothing in this Article shall be deemed or construed to permit Tenant to remove such Removable Trade Fixtures without the immediate replacement thereof with similar property of comparable or better quality, if such removal renders the Premises unsuitable for conducting the type of business specified in Exhibit B. Tenant shall, at its expense, immediately repair any damage to the Premises caused by the removal of any such trade fixtures, signs, and other personal property. Upon expiration or termination of this Lease, Tenant shall leave the Premises in a neat and clean condition, free of debris. All Removable Trade Fixtures installed in or attached to the Premises by Tenant must be new when so installed or attached.

13.2 Improvements and Tenant's Work. All Improvements to the Premises by Tenant, including but not limited to mechanical systems, light fixtures, floor coverings and partitions, but excluding Removable Trade Fixtures, shall become the property of Landlord upon expiration or termination of this Lease. Tenant agrees to replace or remodel the existing storefront. Tenant shall commence the planning and landlord approval process for the storefront replacement or remodeling project within the initial 30 days after the Commencement Date of the Lease, and Tenant shall cause the replacement or remodeling of the existing storefront to be completed within six (6) months of the Commencement Date of the lease. Proposed improvements must be visible from the exterior of the tenant space. Improvements shall include exterior paint, replacement of existing signage/awnings, repair or replacement of exterior wood, tile, siding, stucco, or other exterior finishes, repair or replacement of windows, new landscaping, remediation of city and state code violations, and may also include any other improvement not listed here but contributes to the overall improvement of the storefront. Tenant must receive prior approval from Landlord of the design and proposed materials to be used and must provide Landlord proof of expenditures for the storefront improvements upon completion.

13.3 Taxes on Improvements and Fixtures. Tenant shall pay before delinquency, any and all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, Removable Trade Fixtures, leasehold improvements, merchandise and other personal property in, on or upon the Premises. In the event

any of such items of property are assessed with the property of Landlord, then such assessment shall be equitably allocated between and paid by Landlord and Tenant, and any portion of such assessment levied on the property of Landlord shall be paid to Landlord as Additional Rent. Landlord shall determine the basis of prorating any such assessments and such determination shall be binding upon both Landlord and Tenant.

13.4 Notice of Possessory Interest; Payment of Taxes and Assessments. City is a public entity, and as such, Landlord's underlying fee and reversionary interest in the subject property is, or may be, exempt from property tax assessments. **In accordance with California Revenue and Taxation Code Section 107.6(a), Landlord hereby informs Tenant that by entering into this Lease a possessory interest in Tenant subject to property taxes may be created, and if so, Tenant or other party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.**

In the event the Landlord shall no longer be exempt from property tax assessments and Tenant is not separately assessed for its possessory interest and Improvements on the Premises, Tenant shall, as Additional Rent, pay (or, if Landlord is assessed and pays, shall pay to Landlord) that portion of any assessment levied against or upon the Boardwalk Retail/Restaurant Area or Landlord's interest therein that represents the value of the Tenant's leasehold interest and the value of the Improvements of the Premises that would have been assessed and levied upon the Premises had it been assessed as such possessory interest. The amount of any tax or excise payable by or assessed against Tenant shall be paid by Tenant before it becomes delinquent.

Landlord and Tenant recognize and acknowledge that there may be changes in the current real property tax system and that there may be imposed new forms of taxes, assessments, charges, levies or fees placed on, or levied in connection with the ownership, leasing, occupancy or operation of the Boardwalk Retail/Restaurant Area or the Premises. Any new or increased tax, assessment, charge, levy or fee which is imposed or increased as a result of or arising out of any change in the structure of the real property tax system or any limitation on the real property taxes which can be assessed on real property including, but not limited to, any and all taxes, assessments, charges, levies and fees assessed or imposed due to the existence of this Lease (including any surcharge on the income directly derived by Landlord therefrom) or for the purpose of funding special assessment districts of the type funded by real property taxes, shall also be included within the meaning of "taxes". With respect to any general or special assessment which may be levied against or upon the Premises or the Boardwalk Retail/Restaurant Area and which under the laws then in force may be evidenced by improvement or other bonds, or may be paid in periodic installments, there shall be included within the meaning of "taxes" with respect to any tax fiscal year only the amount currently payable on such bond for such tax fiscal year, or the periodic installment for such tax fiscal year. With respect to any tax fiscal year only the amount currently payable on such bond for such tax fiscal year, or the periodic installment for such tax fiscal year. During any part of the Term which shall be less than a full tax fiscal year, Taxes applicable to the Premises shall be prorated on a daily basis between

Landlord and Tenant so that Tenant shall pay only the Taxes attributable to the portion of the tax fiscal year occurring within the term of this Lease. In the event that any Taxes are payable after the end of a tax fiscal year, Landlord may nevertheless collect Taxes applicable to the Premises from Tenant as set forth above (in a tax fiscal year) and treat Tenant's payments as payments on account of Taxes payable after the tax fiscal year.

#### **ARTICLE 14 ASSIGNING, MORTGAGING, SUBLETTING, CHANGE IN OWNERSHIP**

14.1 Prohibition Against Transfer. Tenant acknowledges that as a government entity, Landlord must make many of its lease decisions in public, and therefore has unique concerns regarding the composition of tenants. Tenant further acknowledges that given the unique "attraction park" nature of the property, the importance of the Harbor and Boardwalk areas in bringing revenues to the City, and the importance of the Harbor and Boardwalk areas to the image of Redondo Beach, Landlord has further unique concerns regarding the composition of tenants. Accordingly, Tenant agrees that Tenant shall not have the power to transfer or assign this Lease, sublet the Premises, enter into license or concession agreements, or change ownership (such transactions are hereinafter individually and collectively referred to as a "Transfer"), without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

14.2 Restrictions on Transfer. If Tenant desires to apply for Landlord's consent for a Transfer to anyone (a "Transferee"), Tenant shall give written notice ("Transfer Notice") to Landlord at least 60 days before the effective date of any such proposed Transfer. The Transfer Notice shall state (a) whether Tenant proposes to assign the Lease, sublet the Premises, enter into a license or concession agreement or change ownership, (b) the proposed effective date of the Transfer, (c) the identity of the proposed Transferee, (d) all other material terms of the proposed Transfer, (e) in detail the type of business operation the proposed Transferee intends to conduct on the Premises and (f) Tenant's warranty and representation that Tenant is not in breach or violation of any of its obligations or duties under this Lease (or, if there is such a breach or violation, a statement identifying such breach or violation). The Transfer Notice shall be accompanied by a copy of the proposed agreement documenting the Transfer, or if none, a copy of any offers, draft agreements, letters of commitment or intent and other documents pertaining to the proposed Transfer. In addition, the Transfer Notice shall be accompanied by the proposed Transferee's income statements and balance sheets covering the preceding 36-month period, and each shall be certified as accurate by the Transferee.

If Landlord consents to the proposed Transfer, Tenant may thereafter promptly effect a Transfer in accordance with the terms of Tenant's Transfer Notice. If Landlord consents to the proposed Transfer and Tenant does not consummate the proposed Transfer within 30 days after receipt of Decision Notice, the provisions of the



first paragraph of this Section 14.2 shall again apply. Any Transfer without Landlord's prior written consent shall be immediately void and shall constitute a default hereunder.

14.3 No Release from Liability. No Transfer, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of Tenant's obligations under this Lease, from its covenants and obligations hereunder during the Term. Tenant shall, promptly upon demand, reimburse Landlord for Landlord's reasonable attorneys' fees and administrative expenses incurred in conjunction with the processing and documentation of any requested Transfer.

14.4 Transferee's Obligations. Each Transfer to which Landlord has consented shall be evidenced by a written instrument in form satisfactory to Landlord, and executed by Tenant and the Transferee. Each such Transferee shall agree in writing for the benefit of Landlord to assume, be bound by, and perform the terms, covenants and conditions of this Lease to be performed, kept or satisfied by Tenant, including the obligation to pay to Landlord all amounts coming due under this Lease. One fully executed copy of such written instrument shall be delivered to Landlord. Failure to obtain in writing Landlord's prior consent or otherwise comply with the provisions of this Article 14 shall prevent any Transfer from becoming effective.

14.5 Assignee's or Subtenant's Rent. Upon the effective date of any Assignment, the Minimum Monthly Rent shall be increased to the highest of (i) the rentals payable by any assignee or subtenant pursuant to such Assignment or Subletting, (ii) an amount equal to the total of the Minimum Monthly Rent, as adjusted under Section 7.3 hereof, plus Percentage Rental, required to be paid by Tenant pursuant to this Lease during the twelve (12) month period immediately preceding such Assignment, or (iii) an amount equal to the Minimum Monthly Rent as adjusted under Section 7.3 hereof, but using as the numerator of the fraction described therein the CPI as of the effective date of such Assignment. In no event shall the Minimum Monthly Rent after such Assignment be less than the Minimum Monthly Rent during the period immediately preceding.

14.6 Further Restrictions. Tenant shall not, without the prior written consent of Landlord (which consent may be granted or withheld in Landlord's sole discretion), mortgage, encumber or hypothecate this Lease or any interest herein. Tenant shall not permit the Premises to be used by any party other than Tenant or a permitted Transferee. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. For purposes of this Article 14, if Tenant is a partnership, a limited liability company or other association other than a corporation, any withdrawal(s) or change(s) of a Principal Owner or if Tenant is a corporation, any transfers cumulating 25% or more of its stock, shall constitute a voluntary Transfer and shall be subject to the provisions hereof. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.

## **ARTICLE 15 TENANT'S CONDUCT OF BUSINESS**

15.1 Continuous Operation. Tenant covenants to open for business with the general public adequately staffed with workers, merchandise and fixtures in accordance with the Use of Premises to which it is restricted under this Lease. From and after the date Tenant opens for business, Tenant shall continuously (except for reasonable temporary periods necessary for maintenance, repairs, installation of equipment and tenant improvements) and uninterruptedly conduct within the Premises the business which it is permitted to conduct under this Lease except while the Premises are untenable by reason of fire or other casualty. Tenant shall at all times keep and maintain within and upon the Premises an adequate staff of workers and stock of merchandise and trade fixtures to service and supply the usual and ordinary demands of its customers, and shall keep the Premises in a neat, clean and orderly condition. Tenant shall continuously, actively and diligently operate its business in the entire Premises in a high grade and reputable manner throughout the term of this Lease, maintaining in the Premises an adequate staff of employees and a full and complete stock of merchandise. The Premises shall be personally supervised by competent personnel who have power to act on behalf of Tenant. In general, Tenant shall employ its best business judgment, efforts and abilities to operate Tenant's business in an efficient and businesslike manner. It is expressly understood and agreed that Landlord does not consider Minimum Monthly Rent in itself a fair and adequate rental for the Premises and would not have entered into this Lease unless Tenant had obligated itself to pay Monthly Percentage Rent, which Landlord expects to supplement the Minimum Monthly Rent to provide fair and adequate rental return. It is the intent of Landlord and Tenant that Tenant produce the maximum Gross Sales possible during the Term. Therefore, if Tenant fails to continuously operate its business in accordance with the terms of this Lease, fails to keep the required store hours, or vacates the Premises prior to the expiration of the term hereof, Tenant shall pay Monthly Percentage Rent in an amount not less than Default Monthly Percentage Rent for each Month during which such failure or vacation has occurred, notwithstanding that for each such Month Tenant also submits a Monthly Statement. In addition, Landlord shall have the right to treat any of such events as a material default and breach of this Lease.

15.2 Hours of Operation. Recognizing that it is in the interests of both Tenant and Landlord to have regulated hours of business for all of the Boardwalk Retail/Restaurant Area, if Tenant conducts a retail business, then Tenant shall remain open for business during the Minimum Hours of Operation. Landlord retains the right (but not the obligation) to change the Minimum Hours of Operation to those hours, if any, other businesses in the Boardwalk Retail/Restaurant Area are normally open for business. Tenant shall adequately illuminate its window displays, exterior signs and exterior advertising displays continuously during all Minimum Hours of Operation as determined in Landlord's sole and absolute discretion. The foregoing provisions shall be subject to the hours of operation prescribed by any governmental regulations or labor union contracts to which the Tenant's business is subject. Tenant's failure to keep the Premises open for business during the Minimum Hours of Operation shall be conclusively deemed for any and all purposes to be a violation or breach of a condition, covenant or obligation of this Lease which cannot afterward be cured or performed, but which may be enforced

by Landlord by an action for specific performance, in addition to any other remedies available to Landlord.

15.3 Non-Competition. Because Monthly Percentage Rent is a material consideration of this Lease, and in order to achieve maximum sales volume, Tenant, any affiliate and any Guarantor of the Lease, (and their respective officers, directors, and stockholders or partners) shall not directly or indirectly own, operate, manage or have any interest in the profits of any similar store or business (unless in operation on the date of this Lease and identified herein) within a radius of three (3) miles from the perimeter of the Boardwalk Retail/Restaurant Area. Without limiting Landlord's remedies, if Tenant violates any provision of this Section, Landlord may, at its option, include the gross sales of such other competing stores or businesses in the Gross Sales transacted in the Premises for the purpose of computing Monthly Percentage Rent due hereunder, as though the sales of such competing stores or businesses had actually been made from the Premises. If Landlord so elects, all of the provisions of Article 7 hereof shall be applicable to all records pertaining to such competing stores or businesses. Any competing stores or businesses existing as of the date of this Lease and specified in the Rider that would violate this Non-Competition section may continue to be operated, managed, conducted and owned in the same manner and location as on the date of this Lease.

## **ARTICLE 16 REPAIRS AND MAINTENANCE**

16.1 Tenant's Maintenance. In addition to the duties, restrictions and obligations of Tenant in Section 4.2 above, Tenant shall, at its own cost and expense, repair, replace and maintain in good and tenantable condition (a) the Premises and every part thereof (except that portion of the Premises to be maintained by Landlord as hereinafter provided), (b) the utility meters, lines, pipes and conduits, all fixtures, air conditioning equipment and heating equipment and other equipment or fixtures exclusively serving the Premises, located within and without the Premises regardless of whether (i) such equipment or fixtures are installed or owned by Landlord or Tenant as part of any equipment system or (ii) are attached to the exterior of or installed on the roof of the Premises by Tenant or Landlord; (c) the storefront or storefronts and all signs, locks and closing devices, window sashes, casements or frames, doors and door frames, floor coverings (including carpeting, terrazzo or other special flooring). Tenant shall perform all such items of repair, maintenance, alteration, improvement or reconstruction as may at any time or from time to time be required by a Governmental Agency having jurisdiction over the Premises. Tenant shall contract with a service company, acceptable to Landlord, for the monthly maintenance of the heating, ventilating and air conditioning equipment exclusively serving the Premises, and shall furnish to Landlord a copy of the service contract within ten (10) days after Tenant opens the Premises to the public for business, and shall furnish to Landlord a copy of any subsequent contract entered into by Tenant from time to time during the Term. Tenant shall promptly replace at its own expense any broken glass, both exterior and interior, with glass of the same kind, size and quality and shall cause the exterior of the Premises to be painted not later than the end of every third Lease Year in accordance with the specifications required by the "Design Criteria"

adopted by Landlord for the Boardwalk Retail/Restaurant Area. Tenant shall make no adjustment, alteration or repair of any part of the sprinkler or sprinkler alarm system within or outside the Premises without Landlord's consent in its sole discretion. Tenant acknowledges and understands that the concrete roof structure above the Premises was not specifically designed or constructed in such a manner to prevent water leakage or intrusion below into the Premises. Tenant hereby agrees to maintain the Premises in a "water-tight" manner to prevent water intrusion or leaking from above, including, but not limited to, maintaining the ceiling of the Premises.

16.2 Landlord's Right to Repair. If Tenant fails to make repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right to elect to make such repairs or perform such maintenance on behalf of and for the account of Tenant after five (5) days' notice of such election. No notice shall be required in the event of an emergency. The cost of such work shall be paid by Tenant as Additional Rent promptly upon receipt of a bill therefor.

16.3 Surrender of Premises. Upon expiration or termination of the Lease, Tenant shall deliver the Premises to Landlord in good order, condition and state of repair, ordinary wear and tear excepted. Upon request of Landlord, Tenant shall execute and deliver to Landlord in recordable form a quitclaim deed for the Premises.

16.4 Landlord's Maintenance. Subject to the foregoing provisions, Landlord shall keep and maintain in good and tenantable condition and repair the structural integrity of the foundation upon which support the Premises and of the roof, exterior bearing walls (excluding the interior of all walls and the exterior and interior of the store fronts, all windows, doors and plate glass and interior ceilings) and structural parts of the Premises, the main trunk lines, pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligations of the appropriate utility company). Notwithstanding the foregoing, Landlord shall not be required to make repairs (a) necessitated by reason of (i) the negligence or omission of Tenant or anyone claiming under Tenant, (ii) the failure of Tenant to perform or observe any conditions or agreements in this Lease, or (iii) alterations, additions, or Improvements made by Tenant or anyone claiming under Tenant or (b) casualties for which Landlord is not required to (and does not) carry insurance or for insured casualties for which available insurance proceeds are not sufficient to pay the costs of such repair. Landlord shall have no liability to Tenant for failure to make repairs unless (i) Tenant has previously notified Landlord in writing of the need for such repairs and (ii) Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification. Tenant shall be responsible for all damage resulting from any delays in making required repairs occasioned by Tenant's failure to give prompt notice as Landlord's obligation to repair is conditioned thereon.

As used in this Section, "exterior walls" shall not include storefronts, plate glass, window cases or window frames, doors or door frames, security grills or similar enclosures. Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or Improvements to and upon the Premises or the mechanical

equipment exclusively serving the Premises at any time except as expressly provided in this Article. If Landlord fails to begin making such repairs to the Premises or perform such maintenance of the Premises as it is obligated to do by the terms hereof within a reasonable time after Landlord's receipt of written notice, Tenant's sole right and remedy for such failure on the part of Landlord shall be, after further written notice to Landlord, to cause such repairs to be made or such maintenance to be performed to the Premises in a first class workmanlike manner and in compliance with all applicable governmental, insurance and warranty requirements and the standards set forth in this Lease. Upon completion of such repair or maintenance Tenant must submit to Landlord its invoice for the actual, direct costs and expenses of the repairs or maintenance, which Landlord shall pay promptly after demand, provided that the costs and expenses shall not exceed the reasonable cost of such repairs or maintenance. Tenant hereby releases Landlord from, and agrees that Tenant shall be liable for, any damages resulting from Tenant's failure to properly perform any repairs or maintenance which Tenant elects to perform under this Section 16.4.

16.5 Landlord's Entry. Upon reasonable notice by Landlord, Tenant shall permit Landlord or its authorized representatives to enter the Premises at all times during normal business hours for purposes of inspection. Tenant shall permit Landlord or any person authorized by Landlord to enter upon the Premises and make any necessary repairs to the Premises or to perform Landlord's maintenance required of Landlord under Section 16.4 and to perform any work therein (i) which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, of any insurer of the Premises, or of any rating bureau or insurance underwriters of Landlord, or (ii) that Landlord may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make or cause such repairs to be made or performed promptly after receipt of written demand from Landlord, or (iii) that Landlord may deem necessary to perform remodeling, construction or other work incidental to any portion of the Boardwalk Retail/Restaurant Area or the pilings and other structures supporting the Boardwalk Retail/Restaurant Area, including but not limited to work on the premises of another tenant adjacent to the Premises or to enforce any provision of this Lease or to cure any default of Tenant. Landlord shall use its best efforts not to interfere unreasonably with Tenant's business during the conduct of any such work. If such work of Landlord unreasonably interferes with the ability of Tenant to conduct its business on the Premises as required by this Lease, during the period of such unreasonable interference the Minimum Monthly Rent shall be partially abated in proportion to the amount of such unreasonable interference; and in the event such work fully prevents Tenant from conducting its business as required, the Minimum Monthly Rent shall be fully abated during such period, and such interference shall not be claimed by Tenant as constituting a constructive eviction by Landlord; provided, however, that the Minimum Monthly Rent shall not be reduced to a level lower than the amount of the Business Interruption Insurance required to be provided by Tenant in Section 9.3.8. Nothing herein contained shall imply any duty on the part of Landlord to do any such work which, under any provision of this Lease, Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to perform such work. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconve-

nience occasioned by the exercise of such rights. In the event Landlord makes any repairs pursuant to subsections (i) or (ii), Tenant shall pay the cost thereof to Landlord as Additional Rent, promptly upon receipt of a bill therefor.

16.6 Display. Landlord and its authorized representatives may enter the Premises at any time during business hours for the purpose of exhibiting the Premises to prospective developers, lenders, assignees, or master leaseholders. During the final six (6) months of the term of this Lease, Landlord may exhibit the Premises to prospective tenants.

## **ARTICLE 17 RECONSTRUCTION**

17.1 Damage or Destruction by Casualty. In case of any damage to or destruction of the Improvements on the Boardwalk Retail/Restaurant Area or the Common Area or the Improvements on the Premises, or any part thereof, and subject to the next sentence, if the insurance proceeds available to Landlord, if any, on account of such damage or destruction to the Premises are sufficient for the purpose, Landlord shall within a reasonable period of time commence and complete the restoration, replacement or rebuilding of the Improvements, together with such alterations and additions, or variations from the original plans for the exterior elevations (including materials selection and color) or the size, bulk and scale of the Improvements and such alterations or changes as are required by then current building codes (such restoration, replacement, rebuilding, alterations and additions, together with any temporary repairs and property protection pending completion of the work being herein called "Restoration"). If the Improvements on the Premises are damaged during the last three (3) years of the Lease Term, or if the insurance proceeds collected with respect to such Improvements are not sufficient to complete Restoration, or if there are no insurance proceeds for the Improvements, or if Landlord elects not to undertake Restoration of the Improvements, then Landlord shall have the right to notify Tenant of such election and this Lease shall terminate as to the Premises. Tenant shall repair and restore Tenant's betterments, trade fixtures, equipment, inventory or other installations or Improvements of Tenant in, on or about the Premises, and such Improvements as Tenant is required to insure, and/or repair and maintain under this Lease.

17.2 Termination Upon Substantial Damage. Notwithstanding anything to the contrary contained in this Lease, Landlord may, at its option, terminate this Lease upon thirty (30) days' notice to Tenant (said notice to be given not later than one hundred (100) days after the later of the occurrence of any damage or destruction or written notification from Tenant to Landlord of such occurrence) if: (i) the Premises, the Boardwalk Retail/Restaurant Area or the Common Area shall be damaged or destroyed and Landlord's architect shall certify in writing that the extent of the damage or destruction is twenty-five percent (25%) or more of the replacement value of any of the respective Premises, Boardwalk Retail/Restaurant Area or the Common Area (excluding the replacement value of trade fixtures, equipment, inventory or other installations or Improvements not permanently affixed to the real estate) immediately prior to the

occurrence of the damage or destruction, or (ii) the damage or destruction is such that, in Landlord's judgment, restoration cannot be completed within one hundred twenty (120) days of the commencement thereof regardless of the cost of such restoration or repair. The effective date of the termination shall be the date of the occurrence of the damage or destruction.

17.3 Commencement of Restoration. If the Premises shall be damaged or destroyed, and either the provisions of Section 17.2 shall not apply, or the provisions of Section 17.2 shall apply but Landlord shall not have elected to terminate this Lease, Landlord and Tenant shall commence their respective obligations of repair and restoration set forth in Section 17.1 as soon as practicable, and shall prosecute the same to completion with all due diligence.

17.4 No Abatement of Rent. During the period of any damage, repair or restoration provided for in Section 17.1, the Minimum Monthly Rent for the Premises shall not be abated in any way except if the Premises is not repaired or restored within six months from the date of the damage or destruction and such is due to the fact that Landlord failed to prosecute its repairs and restoration with all due diligence, then Minimum Monthly Rent for the Premises shall abate from the sixth month date after the date of such damage or destruction until that date upon which the Premises is repaired and restored, or such earlier date on which it should have been repaired and restored if Tenant had prosecuted its repairs and restoration with all due diligence; provided, that Tenant shall not be liable for any Minimum Monthly Rent to the extent that Landlord is paid benefits for such the loss of Minimum Monthly Rent from the Business Interruption Insurance required to be provided by Tenant in Section 9.3.8. Tenant shall continue or cause to be continued the operation of the businesses in the Premises during any such period to the extent reasonably practicable. Tenant's obligation to pay all other amounts payable under this Lease shall continue. Tenant shall not be entitled to any abatements or reductions or to any compensation, damage or offset for loss of the use of the whole or any part of the Premises and/or any inconvenience or annoyance occasioned by any damage, destruction, repair or restoration.

17.5 Remedies Limited. As a material inducement to entering into this Lease, Tenant irrevocably waives and releases its rights under the provisions of Section 1932(2) and 1933(4) of the California Civil Code, it being the intent of the parties hereto that the express terms of this Lease shall control under any circumstances in which those provisions might have otherwise applied. Said Sections whose effect are being waived presently provide as follows:

Section 1932: "The hirer of a thing may terminate the hiring before the end of the term agreed upon:...2. When the greater part of the thing hired, or that part which was and which the letter had at the time of the hiring reason to believe was the material inducement to the hirer to enter into the contract, perishes from any other cause than the want of ordinary care of the hirer."

Section 1933: "The hiring of a thing terminates:...4. By the destruction of the thing hired."

## **ARTICLE 18 COMMON AREAS**

18.1 Use of Common Areas. Subject to the provisions of Section 18.4, Tenant and its employees and invitees are authorized, empowered and privileged to non-exclusive use of the Common Areas during the Term. Tenant hereby acknowledges that, as of the date of this Lease, there is no parking area within the Boardwalk Retail/Restaurant Area which will be part of the Common Area. Landlord reserves the right to repair, change, modify, or otherwise alter the Common Area. Further, Landlord expressly reserves the right to establish, modify and enforce reasonable rules and regulations governing the Common Area.

18.2 Common Area Maintenance. Landlord shall maintain and operate, or cause to be maintained and operated (except as hereinafter provided with reference to cost of maintenance), the Common Areas at all times for the benefit and use of the customers and patrons of Tenant, and of other tenants, owners and occupants of the land constituting the Boardwalk Retail/Restaurant Area. All Common Area Expenses shall be at the sole cost and expense of Landlord and shall not, except for the Tenant's Monthly Expense Share, be charged to Tenant except as otherwise provided for in this Lease. If Landlord at any time hereafter determines, in Landlord's sole and absolute judgment, that the best interests of the Boardwalk Retail/Restaurant Area will be served by having the Common Areas or any part thereof operated and maintained by a person, firm or corporation other than Landlord, Landlord may select a person, firm or corporation to operate and maintain all or any such part of the Common Areas and may negotiate and enter into a contract therefor with such person, firm or corporation on such terms and conditions and for such time as Landlord, in Landlord's sole and absolute judgment, shall deem reasonable and proper both as to service and cost. Landlord shall keep, or cause to be kept, the Common Areas in a neat, clean and orderly condition, properly lighted, landscaped and insured, and shall repair any damage to the facilities thereof.

18.3 Control of Common Areas. Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Areas within the Boardwalk Retail/Restaurant Area, including surface, underground or multiple-deck, and of making such changes therein which in Landlord's sole and absolute discretion are deemed to be desirable and for the best interest of all persons using the Common Areas. The exercise of Landlord's discretion shall include but shall not be limited to the location and relocation of entrances and exits, the installation and location of prohibited areas, and the design and location of landscaped areas.

Tenant and its employees, customers, suppliers, invitees and patrons shall abide by the Boardwalk Retail/Restaurant Area and Parking Rules and Regulations, as set forth in Exhibit F, as the same may be amended by Landlord from time to time in Landlord's sole and absolute discretion. Landlord and its successors and assigns, shall at all times during



the Term have sole and exclusive control of the Common Areas, and may at any time during the Term exclude and restrain any person from use or occupancy thereof, excepting customers, suppliers, invitees, employees and patrons of Tenant, and other tenants of Landlord who make use of said areas in accordance with the Boardwalk Retail/Restaurant Area and Parking Rules and Regulations established by Landlord with respect thereto. The right of Tenant hereunder in and to the Common Areas shall at all times be subject to the rights of Landlord and other tenants of the Boardwalk Retail/Restaurant Area to use the same in common with Tenant. It shall be the duty of Tenant to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation.

If, in the opinion of Landlord, unauthorized persons are using any of said areas by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall enforce Landlord's right to exclude such persons by appropriate proceedings. Nothing herein shall affect the right of Landlord at any time to remove any such unauthorized persons from said areas or to restrain the use of any of said areas by unauthorized persons.

Landlord shall not be liable for any damage to motor vehicles, or for loss of property from within such motor vehicles, of Tenant, its customers, suppliers, invitees, employees or patrons, unless caused by the gross negligence of Landlord, its agents, servants or employees.

18.4 Parking. Tenant hereby acknowledges that City built, owns and operates two (2) parking structures adjacent to the Boardwalk Retail/Restaurant Area, known as the "Pier Parking Structure" and the "Plaza Parking Structure". Said parking structures are to service the general public; including, but not limited to, customers of the Boardwalk Retail/Restaurant Area and customers of Tenant. Tenant acknowledges that at no time will Tenant share in the revenues from said parking structures, nor will Tenant, its agents, employees, customers, licensees and sub-tenants receive free parking, unless granted by City in its sole discretion. Tenant, its agents, employees, customers, licensees and sub-tenants agree to comply with the fees for parking automobiles in the parking structures; said fees shall be set by the City Council of City at its sole discretion. City reserves the right to change entrances, exits, traffic lanes and the boundaries and locations of said parking structures. If at any time City elects to close all or a portion of said parking structures for repair, Tenant will waive any and all claims against Landlord and/or City for such closure.

Employees and suppliers of Tenant and the other tenants of Landlord shall park their automobiles in certain designated non-exclusive automobile parking areas which may from time to time be designated for employees and suppliers of the Boardwalk Retail/Restaurant Area. City at all times shall have the right to designate the particular parking area, if any, to be used by any or all of such employees or suppliers and any such designation may be changed from time to time. All parking in parking areas owned or operated by City shall be subject to the charges, fees and the Parking Rules and Regulations pertaining to employees and suppliers promulgated from time to time by

City. If special charges and fees are allowed to employees and suppliers, and Tenant or its employees or its suppliers fail to park their cars in designated parking areas, then City may charge Tenant for the charges and fees for general parking each day or partial day per car parked in any areas other than those designated. All amounts due under the provisions of this Section shall be payable by Tenant within ten (10) days after demand therefor. Tenant acknowledges that employee, supplier, customer and patron parking may not be available during certain hours of the day, particularly in the summer.

## **ARTICLE 19      BANKRUPTCY; INVOLUNTARY TRANSFERS**

19.1 Election to Assume Lease. In the event an order for relief shall be entered against or come into existence as to Tenant under Chapter 7 or Chapter 11 or Chapter 13 of the U.S. Bankruptcy Code, and the Trustee or Debtor-In-Possession shall elect to assume this Lease for the purpose of assigning this Lease or otherwise, such election and assignment may only be made if all of the terms and conditions of Sections 19.2 and 19.3 are satisfied. If such Trustee shall fail to elect to assume this Lease within sixty (60) days after the order for relief, or such additional time as the Bankruptcy Court authorizes, then this Lease shall be deemed rejected and immediately canceled and terminated. Landlord shall be thereupon immediately entitled to possession of the Premises without further obligation to Tenant or Trustee. Landlord's right to be compensated for damages in such bankruptcy proceeding shall survive.

19.2 Conditions of Assumption. In the event that a Petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11 or 13 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 of the Bankruptcy Code and is converted to Chapters 11 or 13, the Trustee or Tenant, as Debtor-In-Possession ("DIP"), whether DIP under Chapter 11 or 13, must elect to assume this Lease within sixty (60) days from the date of the filing of the Petition under Chapters 11 or 13, or within such additional time as the Bankruptcy Court may authorize, or the Trustee or DIP shall be deemed to have rejected this Lease. No election by the Trustee or DIP to assume this Lease, whether under Chapters 7, 11 or 13, shall be effective unless each of the following conditions, which Landlord and Tenant acknowledge are commercially reasonable in the context of a bankruptcy proceeding of Tenant, have been satisfied, and Landlord has so acknowledged in writing:

(a) Landlord has not terminated this Lease pursuant to the provisions established herein prior to the filing of the Petition.

(b) The Trustee or the DIP has cured, or has provided Landlord adequate assurance (as defined below) that:

(i) Within ten (10) days from the date of such assumption the Trustee will cure all monetary defaults under this Lease; and

(ii) Within thirty (30) days from the date of such assumption the Trustee will cure all non-monetary defaults under this Lease.

(c) The Trustee or the DIP has compensated, or has provided to Landlord adequate assurance (as defined below) that within ten (10) days from the date of assumption Landlord will be compensated for any monetary loss incurred by Landlord arising from the default of Tenant, the Trustee, or the DIP as recited in Landlord's written statement of monetary loss sent to the Trustee or DIP. The term "monetary loss" shall include all of Landlord's attorney fees and costs incurred in monitoring Tenant's bankruptcy case and in representing Landlord's interests in such case.

(d) The Trustee or the DIP has provided Landlord with adequate assurance of the future performance of each of Tenant's Trustee's or DIP's obligations under this Lease; provided, however, that:

(i) The Trustee or DIP shall also deposit with Landlord, as security for the timely payment of rent, an amount equal to three (3) months' rent (as adjusted pursuant to Section 19.2(d)(iii) below) and other monetary charges accruing under this Lease; and

(ii) If not otherwise required by the terms of this Lease, the Trustee or DIP shall also pay in advance on the date Minimum Monthly Rent is payable one-twelfth (1/12th) of Tenant's annual obligations under this Lease for maintenance, common area charge, real estate taxes, insurance and similar charges.

(iii) From and after the date of the assumption of this Lease, the Trustee or DIP shall pay as Minimum Monthly Rent an amount equal to the sum of the Minimum Monthly Rent otherwise payable hereunder, plus the highest amount of the annual Monthly Percentage Rent paid by Tenant to Landlord within the five (5) year period prior to the date of Tenant's Petition under the Bankruptcy Code, which amount shall be payable in advance in equal monthly installments on the date Minimum Monthly Rent is payable.

(iv) If the Trustee or DIP assumes this Lease, and does not assign it, then the obligations imposed under this Lease upon the Trustee or DIP shall continue thereafter. If the Trustee or DIP assumes and assigns this Lease, then the obligations imposed under this Lease upon Trustee or DIP shall be released in accordance with Bankruptcy Code Section 365(l) and any amendments or replacements of such section, but such obligations shall continue thereafter upon the assignee(s).

(e) The assumption of the Lease will not:

(i) Breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound relating to the Boardwalk Retail/Restaurant Area; or

(ii) Disrupt, in Landlord's sole judgment, the tenant mix of the Boardwalk Retail/Restaurant Area or any other attempt by Landlord to provide a specific variety of retail stores in the Boardwalk Retail/Restaurant Area which, in Landlord's sole judgment, would be most beneficial to all of the tenants in the Boardwalk Retail/Restaurant Area and would enhance the image, reputation, and profitability of the Boardwalk Retail/Restaurant Area.

(f) For purposes of this Section 19.2, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance" shall mean:

(i) The Trustee or the DIP has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or DIP will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep the Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully operational, actively promoted business on the Premises; and

(ii) The Bankruptcy Court shall have entered an Order segregating sufficient cash payable to Landlord and/or the Trustee or DIP shall have granted a valid and perfected first lien and security interest and/or mortgage in property of Tenant, Trustee or DIP acceptable as to value and kind to Landlord, to secure Landlord the obligation of the Trustee or DIP to cure the monetary and/or non-monetary defaults under this Lease within the time periods set forth above. Notwithstanding the foregoing provisions, Tenant shall have the right to assign or otherwise Transfer this Lease or the entire (but not part of) the Premises, to its parent corporation or to a wholly owned subsidiary; provided, however, that (A) Tenant shall also remain primarily liable for all obligations under this Lease, (B) the Transferee shall, prior to the effective date of the Transfer, deliver to Landlord instruments evidencing such Transfer and its agreement to assume and be bound by all of the terms, conditions and covenants of this Lease to be performed by Tenant, all in form acceptable to Landlord, (C) Tenant shall not be in default under this Lease, and (D) Tenant's right to make such Transfer is expressly conditioned on, and shall remain in effect only as long as, the Transferee maintains its relationship as parent corporation or wholly owned subsidiary of Tenant.

19.3 Adequate Assurance. If the Trustee or DIP has assumed this Lease pursuant to the terms and conditions of Section 19.1 or 19.2 herein, for the purpose of transferring Tenant's interest under this Lease or the estate created thereby, to any other person, such interest or estate may be so transferred only if Landlord shall acknowledge in writing that the intended Transferee has provided "adequate assurance of future performance" as defined in this Section 19.3 of all of the terms, covenants and conditions of this Lease to be performed by Tenant. For purposes of this Section 19.3, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and Landlord has so acknowledged in writing:

(a) The Transferee has submitted a current financial statement audited by a certified public accountant which shows a net worth and working capital in amounts determined to be sufficient by Landlord to assure the future performance by such Transferee of Tenant's obligation under this Lease;

(b) The Transferee, if requested by Landlord, shall have obtained guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy Landlord's standards of creditworthiness;

(c) The Transferee has submitted in writing evidence, satisfactory to Landlord, of substantial retailing experience in Boardwalk Retail/Restaurant Areas of comparable size to the Boardwalk Retail/Restaurant Area and in the sale of merchandise and services permitted under this Lease; and

(d) Landlord has obtained all consents or waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such Transfer.

19.4 Occupancy Charges. When, pursuant to the Bankruptcy Code, the Trustee or DIP shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Minimum Monthly Rent as defined in this Lease and other monetary obligations of Tenant for the payment of maintenance, common area charges, real estate taxes, Service Assessments, insurance and similar charges.

19.5 Consent. Neither Tenant's interest in this Lease, nor any lesser interest of Tenant herein, nor any estate of Tenant hereby created, shall pass to any trustee, receiver, Transferee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant unless Landlord shall consent to such Transfer in writing. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, Transferee, person or other entity shall be deemed to have waived the need to obtain Landlord's consent for any transfer of Tenant's interest under this Lease.

19.6 Insolvency. In the event the estate of Tenant created hereby shall be taken in execution or by other process of law, or if Tenant or any guarantor of Tenant's obligations hereunder shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under any state law, or if any order for relief is entered against, or comes into existence as to the guarantor or if an involuntary petition is commenced against the guarantor under the U.S. Bankruptcy Code, or any similar provision of another country, or any similar provision in any future federal U.S. Bankruptcy Code, or any similar provision of another country, or if a Receiver or Trustee of the property of Tenant or any guarantor shall be appointed under any state law by reason of Tenant's or the guarantor's insolvency or inability to pay its debts as they become due and otherwise, or if any Transfer shall be made of Tenant's or the guarantor's property for the benefit of creditors under state law; then and in such event Landlord

may, at its option, terminate this Lease and all rights of Tenant hereunder by giving Tenant written notice of the election to so terminate within thirty (30) days after the occurrence of such event.

19.7 Other Laws. The provision of this Article 19 concerning the rights of Landlord, and the obligations of Trustee, Tenant, Debtor, Receiver, DIP and assignee are in addition to such rights and obligations provided by law, including those applicable provisions of the Bankruptcy Code. Nothing contained in this Article 19 shall limit or reduce in any manner whatsoever such rights and obligations which are otherwise provided by law.

## **ARTICLE 20      DEFAULTS BY TENANT; REMEDIES; TERMINATION AND SURRENDER OF POSSESSION**

20.1 Events of Default. The occurrence of any of the following shall constitute a default by Tenant and a breach of this Lease:

- (a) Failure or refusal to pay any amount of Minimum Monthly Rent, Monthly Percentage Rent, Additional Rent or any other sums payable by Tenant hereunder when due, or the failure or refusal to submit a Monthly Statement or Annual Statement when due; or
- (b) If Tenant shall be given, in any twelve (12) consecutive calendar month period, three or more notices under clause (a) above; or
- (c) Failure or refusal to occupy and operate the Premises in accordance with Article 4 or Article 15; or
- (d) Any Principal Owner or general partner of Tenant terminates or materially alters its relationship with Tenant without the prior written consent of Landlord; or
- (e) Maintenance, commission or permission on the Premises of waste, nuisance, or use of the Premises for an unlawful purpose or failure or refusal to maintain and repair the Premises as required by this Lease; or
- (f) Any Transfer contrary to the provisions of Article 14; or
- (g) Understatement of Gross Sales by more than six percent (6%); or
- (h) Failure to remain open for business as required by Article 15, on any occasion during a given year of the Lease Term in which Tenant has received two (2) or more notices pursuant to subsection (b) of Section 20.2; or

(i) Failing or refusing to perform fully and promptly any express or implied covenant or condition of this Lease.

20.2 Notices. Following the occurrence of any of the defaults specified in subsection (a) through (i) of Section 20.1, Landlord shall give Tenant, or any subtenant, a written notice specifying the nature of the default and the provisions of this Lease breached and demanding that Tenant, or any subtenant, either fully cure each such default within the time period specified in the corresponding subsections below or quit the Premises and surrender the same to Landlord:

(a) For nonpayment of Minimum Monthly Rent, Monthly Percentage Rent, Additional Rent, or any other sums payable by Tenant hereunder, or for failure to submit a Monthly Statement or Annual Statement, five (5) days;

(b) For breach of Article 4 or Article 15, three (3) days;

(c) For any default described in subsections (d) through (h) of Section 20.1, Landlord shall give Tenant or any subtenant a written notice specifying the nature of the default and the provisions of this Lease breached and Landlord shall have the right, but not the obligation and in addition to all other rights set forth herein, to demand in said notice that Tenant quit the Premises within five (5) days; and

(d) For failure to perform any other covenant or condition of this Lease, a reasonable period to cure such default not to exceed twenty (20) days; provided, however, that if such default cannot be cured within said time period, the cure period shall be extended if Tenant so notifies Landlord in writing of Tenant's need for additional time to cure, commences cure of the default within said time period, and thereafter diligently and in good faith continues with and actually completes said cure within a reasonable period of time.

To the extent permitted by California law, the time periods provided in this Section 20.2 for cure of Tenant's defaults under this Lease or for surrender of the Premises shall be in lieu of (not in addition to) any similar time periods prescribed by California law as a condition precedent to the commencement of legal action against Tenant for possession of the Premises.

20.3 Additional Assurances. At any time following the occurrence of any of the defaults specified in Section 20.1, Landlord, at its option, may request that within ten (10) days of Landlord's request, Tenant shall provide current financial statements for all Guarantors of this Lease.

20.4 Landlord's Rights and Remedies. Should Tenant fail to cure any default or quit the Premises within the time periods specified in Section 20.2, Landlord may exercise any of the following rights without further notice or demand of any kind to Tenant or any other person, except as required by applicable state law. Landlord has the remedy described in California Civil Code Section 1951.4 (a lessor may continue the

lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations); together with the following rights, which do not limit Landlord in the exercise of any other right or remedy Landlord may have on account of such default:

(a) The right of Landlord to terminate this Lease and Tenant's right to possession and to reenter the Premises, to take possession thereof and remove all persons therefrom, following which Tenant shall have no further claim thereon. A notice given in connection with unlawful detainer proceedings specifying a time within which to cure a default shall terminate Tenant's right to possession if Tenant fails to cure the default within the time specified in the notice; or

(b) The right of Landlord, without terminating this Lease, to reenter the Premises and take possession of all Improvements, additions, Alterations, equipment and fixtures therein and occupy the whole or any part thereof for and on account of Tenant and to collect any unpaid rentals and other charges, which have become payable, or which may thereafter become payable and to remove any persons in possession thereof; or

(c) The right of Landlord, even though it may have reentered the Premises, in accordance with subsection (b) of this Section, to elect to terminate this Lease and Tenant's right to possession of the Premises; or

(d) The right of Landlord to enjoin any act or omission.

If Landlord reenters the Premises under the provisions of subsection (b) above, Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay any rental or other charges thereafter accruing, or Tenant's liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has elected to terminate this Lease. The service by Landlord of any notice pursuant to the unlawful detainer statutes of this state and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary by a written notice to Tenant at the time of or subsequent service of such notices) be deemed to be a termination of this Lease. If Landlord enters or takes possession of the Premises, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and to place the same in storage at a public warehouse, all at the sole expense and risk of Tenant.

20.5 Landlord's Damages. If Landlord elects to terminate possession pursuant to the provisions of subsection 20.4 (a), (b) or (c) above, Landlord may recover from Tenant damages, the following:

(i) The worth at the time of award of any unpaid rental which had been earned at the time of such termination; plus



(ii) The worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in (a) retaking possession of the Premises, including reasonable attorneys' fees, (b) maintaining or preserving the Premises after such default, (c) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting, (d) leasing commissions, or (e) any other costs necessary, incidental or appropriate to relet the Premises; plus

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of this State.

As used in subsections (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the Maximum Lawful Rate. As used in subsection (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

For purposes of this Article only, the term "rental" shall be deemed to be the Minimum Monthly Rent as adjusted by Section 7.3, the average Monthly Percentage Rental payable by Tenant during the twelve months of the Term preceding Landlord's termination of this Lease, and all other sums required to be paid by Tenant pursuant to the terms of this Lease. All such sums, other than the Minimum Monthly Rent, shall, for the purpose of calculating any amount due under the provisions of subsection (iii) above, be computed on the basis of the average monthly amount thereof accruing during the immediately preceding sixty (60) month period, except that if it becomes necessary to compute such rental before such a sixty (60) month period has occurred then such rental shall be computed on the basis of the average monthly amount hereof accruing during such shorter period.

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. Tenant's right to possession shall not be deemed to have been terminated by Landlord except pursuant to Section 20.4. The following do not constitute a termination of Tenant's right to possession:

(i) Acts of maintenance or preservation or efforts to relet the Premises;

(ii) The appointment of a receiver upon the initiative of Landlord to protect Landlord's interest under this Lease.

Any sum accruing to Landlord or Tenant under the terms and provisions of this Lease which shall not be paid when due shall bear interest at the Maximum Lawful Rate from the date when the sum becomes due and payable by the terms and provisions hereof until paid.

20.6 Fixtures and Personal Property. Without limiting Landlord's rights under Article 13, in the event of default, all of Tenant's Removable Trade Fixtures, furniture, equipment, Improvements, additions, alterations, and other personal property shall remain on the Premises and in that event, and continuing during the length of said default, Landlord shall have the right, subject to the superior rights of any third party owners, lessors or lienholders of such property, to take the exclusive possession of same and to use the same, rent or charge free, until all defaults are cured or, at its option, at any time during the Term, to require Tenant to remove the same.

20.7 No Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, or of any right of Landlord to a forfeiture of the Lease by reason of such breach, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

Notwithstanding any other provision of this Article, any written notice, other than as specifically set forth in this Article, required by any statute or law now or hereafter in force is hereby waived by Tenant to the fullest extent waivable under law.

The rights and remedies given to Landlord in this Article shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

20.8 Termination and Surrender of Possession. Upon any termination of this Lease, whether by expiration of the term hereunder, cancellation pursuant to an election provided for herein, forfeiture, or otherwise, Tenant shall immediately cease doing business in the Premises and peaceably quit and immediately surrender possession of the Premises to Landlord, with all Improvements, apparatus, fixtures and alterations (except trade fixtures and furniture) in a good operating condition and in the same condition of order and repair in which they were required by the provisions of this Lease to be kept

throughout the term, subject to ordinary wear and tear after the last required repair or maintenance, and shall be the property of Landlord without payment therefor. Tenant shall repair at its own expense any damage and defacement to the Premises caused by its removal of its trade fixtures, furniture and equipment.

Notwithstanding anything in this Lease to the contrary, any of Tenant's trade fixtures, furniture and equipment which are not removed from the Premises by the time herein required shall become the property of Landlord and Landlord may thereafter either (i) retain all or any part of the same as Landlord's property without payment therefor to Tenant, or (ii) cause all or any part of the same to be removed from the Premises and disposed of, but the cost of any such removal and disposition and the cost of repairing any damage caused by such removal shall be borne by Tenant.

20.9 Self Help. If Tenant shall default in the performance of any covenant on its part to be performed by virtue of any provisions of this Lease, Landlord may, at Landlord's option, after any notice and the expiration of any period with respect thereto as required pursuant to the applicable provisions of this Lease, perform the covenant for the account of Tenant, and the costs incurred by Landlord shall be immediately due and payable by Tenant to Landlord, on demand, as Additional Rent. If Landlord, at any time, is compelled to pay or elects to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the failure of Tenant to comply with any provision of this Lease, after any notice and the expiration of any grace period with respect thereto as required pursuant to the applicable provisions of this Lease, or if Landlord is compelled to incur any expense, or elects to incur any expense, including reasonable attorneys' fees, in enforcing or attempting to enforce the terms of this Lease, whether or not judicial or other action is actually instituted or in instituting, prosecuting or defending any action or proceeding, including non-judicial proceedings such as arbitration or mediation, instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, costs, and damages shall be immediately due and payable by Tenant to Landlord, on demand, as Additional Rent.

20.10 Limitation on Setoffs, Counterclaims. Minimum Monthly Rent, Monthly Percentage Rent and Additional Rent due to Landlord hereunder shall be absolutely net to Landlord, so that this Lease shall yield to Landlord the full amount of the installments of Minimum Monthly Rent, Monthly Percentage Rent and Additional Rent throughout the Term, and shall be paid without assertion of any counterclaim, set off, deduction or defense and without abatement, suspension, deferment, diminution or reduction. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any obligation or liability hereunder, except as herein expressly set forth. Except as otherwise expressly provided herein, this Lease shall continue in full force and effect, and the obligations of Tenant hereunder shall not be released, discharged or otherwise affected, by reason of: (a) any restriction or prevention of or interference with any use of the Premises or the Boardwalk Retail/Restaurant Area or any part thereof; (b) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other proceeding

relating to Landlord, or any action taken with respect to this Lease by any trustee or receiver of Landlord with respect to this Lease by any trustee or receiver of Landlord, or by any court, in any proceeding; (c) any claim which Tenant has or might have against Landlord; (d) any failure on the part of Landlord to perform or comply with any of the terms hereof or of any other agreement with Tenant; or (e) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, in each case, whether or not Tenant shall have notice or knowledge of any of the foregoing. Except as otherwise expressly provided in this Lease, the obligations of Tenant shall be independent covenants and agreements separate from and not conditioned on the covenants and agreements of Landlord. Tenant hereby waives, to the full extent permitted by applicable law, all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease or the Premises or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent.

20.11 Interest. Any amounts or sums due Landlord under this Lease not paid when due shall bear interest from such date until the date actually paid at the Maximum Lawful Rate.

#### **ARTICLE 21     DEFAULTS BY LANDLORD; REMEDIES**

If Landlord shall neglect or fail to perform or observe any of the terms, covenants, or conditions contained in this Lease within 60 days after written notice of default or, if more than 60 days are required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after written notice thereof, then Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach. Notwithstanding the foregoing, it is expressly understood and agreed that (a) any money judgment resulting from any default or other claim arising under this Lease shall be satisfied only out of the current rents, issues, profits and other income Landlord receives from its operation of the Boardwalk Retail/Restaurant Area, net of all current operating expenses, liabilities, reserves and debt service associated with said operation ("Net Income" for purposes of this Article 21 only), (b) no other real, personal or mixed property of Landlord, wherever located, shall be subject to levy on any such judgment obtained against Landlord, (c) if such Net Income is insufficient to satisfy such judgment, Tenant will not institute any further action, suit, claim or demand, in law or in equity, against Landlord for such deficiency, and (d) such neglect or failure shall not constitute consent by Landlord for Tenant to perform or observe such terms, covenants or conditions at Landlord's expense. Tenant hereby waives, to the extent permitted under law, any right to satisfy said money judgment against Landlord except from Net Income.

If this Lease or the rentals due from Tenant hereunder are assigned to any Lender, and Tenant is given written notice thereof, including the post office address of the Lender, then Tenant shall give written notice to the Lender, specifying the default in reasonable detail, and affording the Lender a reasonable opportunity to make

performance for and on behalf of Landlord. If and when the Lender has made performance on behalf of Landlord, such default shall be deemed cured.

## **ARTICLE 22 EMINENT DOMAIN**

22.1 Taking Resulting in Termination. If any of the Boardwalk Retail/Restaurant Area is taken under the power of eminent domain by any public or quasi-public authority, Landlord shall have the right to terminate this Lease as of the date Tenant is required to vacate a portion of the Premises, upon giving notice in writing of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Boardwalk Retail/Restaurant Area have been so appropriated or taken. In the event of such termination, both Landlord and Tenant shall thereupon be released from any liability thereafter accruing under this Lease. Immediately after learning of any appropriation or taking, Landlord shall give Tenant notice thereof in writing.

22.2 Award. If this Lease is terminated as provided above, Landlord shall be entitled to the entire award or compensation in the condemnation proceedings, whether for a total or partial taking or for diminution in the value of the leasehold or for the fee; but the rental and other charges for the last month of Tenant's occupancy shall be prorated as of the time that Tenant's possession under this Lease is terminated by such taking, and Landlord agrees to refund to Tenant any rent or other charges paid in advance. Tenant agrees not to make any claim for any portion of the award of compensation or damages for such taking, and Tenant hereby assigns and quitclaims to Landlord any portion of such award, including, but not limited to, any claim Tenant has (or may claim to have) for the value of Tenant's leasehold interest which is in excess of the rent reserved to Landlord hereunder. Notwithstanding the foregoing, Tenant retains, and may assert, any claim it may have under applicable law to receive compensation or damages (provided an award based on such claim does not diminish the award or claim of Landlord): (i) for its fixtures and personal property that it is entitled to remove pursuant to this Lease, (ii) for relocation benefits or assistance or (iii) for loss of goodwill to its business.

22.3 Partial Taking. If either (i) both Landlord and Tenant elect not to terminate this Lease under Section 22.1, or (ii) none of the Premises is appropriated under the power of eminent domain by any public or quasi-public authority, then Tenant shall remain in the remaining portion of the Premises, and Landlord shall, at Landlord's cost and expense, as soon as reasonably possible, restore the Premises on the land remaining to a complete unit of like quality and character as existed prior to such appropriation or taking; provided, however, that Landlord shall have no obligation to so restore the Premises at a cost or expense in excess of the award of compensation or damages received by Landlord due to such taking. After such restoration, the Minimum Monthly Rent provided for herein shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial taking of the Premises under the power of eminent domain.

22.4 Transfer under Threat of Taking. For the purposes of this Article only, a voluntary sale or conveyance under threat and in lieu of condemnation shall be deemed an appropriation or taking under the power of eminent domain.

### **ARTICLE 23 ATTORNEYS' FEES**

If at any time after the date hereof either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the unsuccessful party in such action or proceeding shall reimburse the successful party for all reasonable expenses of attorneys' fees, costs and disbursements incurred therein by the successful party, including but not limited to any such fees, costs or disbursements incurred on any appeal from such action or proceeding. All such fees, costs or disbursements shall be recoverable as items of cost by the successful party, whether or not such action proceeds to final judgment or determination.

### **ARTICLE 24 SALE OR MORTGAGE BY LANDLORD**

24.1 Sale or Mortgage. Landlord may, at any time, without the consent of Tenant, sell, purchase, exchange, transfer, assign, lease, or convey (collectively, "Sale"), or encumber, pledge, mortgage or hypothecate an interest in Landlord, the Lease, the Premises, and/or any portion of or interest in the Boardwalk Retail/Restaurant Area.

24.2 Landlord's Successor. For the purposes of this Article, "Landlord's Successor" shall mean any person or entity who succeeds to all of Landlord's interest in the Premises, the Boardwalk Retail/Restaurant Area, or in this Lease through a Sale.

24.3 Release on Sale. Provided that Landlord's successor expressly assumes Landlord's duties and covenants under this Lease, from and after a Sale, Landlord shall be released from all liability toward Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale.

### **ARTICLE 25 MASTER DOCUMENTS AND LOAN CONSIDERATIONS**

25.1 Subordination. This Lease is and shall be subordinate to the Master Documents and to any encumbrance now of record or recorded after the date of this Lease affecting the Boardwalk Retail/Restaurant Area or any part thereof and/or the land upon which the Boardwalk Retail/Restaurant Area is constructed. Such subordination is effective without any further action of Tenant. On Tenant's behalf and on behalf of all persons claiming through and under Tenant, Tenant agrees that Tenant shall from time to time on request from Landlord execute and deliver any documents or instruments that may be required by Landlord's Lender to effectuate any subordination. If Tenant fails to

execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney-in-fact to execute and deliver any such documents or instruments on Tenant's behalf.

25.2 Attornment. If Landlord conveys in a Sale all of its rights and duties in and to the Lease, the Premises, and/or the Boardwalk Retail/Restaurant Area, or if an interest in Landlord or Landlord's equity of redemption or other interest in the Lease, the Premises and the Boardwalk Retail/Restaurant Area under a mortgage, deed of trust, pledge or security agreement is foreclosed judicially or nonjudicially, upon the request of Landlord's lawful successor, Tenant shall at the election of Landlord's successor attorn to said successor, provided said successor accepts the Premises subject to this Lease. The foregoing notwithstanding, in accepting the Premises subject to this Lease, said successor shall not be bound by (i) any prepayment of more than one month's rental (except for payments under Section 31.1) or (ii) any amendment of this Lease made after the later of the Commencement Date or such date as the successor's lien or interest first arose, unless said successor shall have consented to such amendment, and shall not be liable for any act or omission of the prior Landlord or have any liability for any security deposits unless it shall have been physically delivered to the new Landlord, or be subject to any offset which shall theretofore have accrued to Tenant from the prior Landlord. Tenant shall upon request of any purchaser, mortgagee or other person acquiring an interest in the Boardwalk Retail/Restaurant Area execute and deliver an instrument or instruments confirming its attornment. Notwithstanding the foregoing, upon the request of the holder of any encumbrance, this Lease shall be prior and superior to the lien of any specified encumbrance. With respect to any encumbrance granted or entered into after the date of this Lease, Tenant's obligation to attorn to any purchaser, whether upon foreclosure of any encumbrance or otherwise, and to recognize such purchaser as Landlord under this Lease is conditioned upon such purchaser upon the foreclosure of the encumbrance agreeing to recognize this Lease if Tenant is not in default in the performance of any of the terms and conditions on Tenant's part to be kept and performed under this Lease.

25.3 Notice to Holder of Encumbrance. Tenant agrees that, provided the holder of any Encumbrance shall have notified Tenant in writing of its address, Tenant will give such holder, by certified mail, a copy of any notice of default given by Landlord.

25.4 Recordation. The parties agree to record this Lease or a short form memorandum hereof, in the form of Exhibit J attached, pursuant to Government Code Section 37393.

25.5 Estoppel Certificate. At any time and from time to time on not more than ten (10) days' written notice from Landlord, Tenant shall execute and deliver to Landlord a Tenant's Estoppel Certificate substantially in form as attached hereto as Exhibit D. Unless Tenant shall have notified Landlord in writing within said ten-day period of any qualifications tenant may have to the statements in the Tenant's Estoppel Certificate ("Tenant's Qualification Notice"), anyone participating with Landlord in any transaction referred to in Section 24.1 shall have the right to rely on the accuracy of such statements. If Landlord shall not have received Tenant's Qualification Notice, Tenant's failure to

execute and deliver the Tenant's Estoppel Certificate within said ten-day period shall be deemed to make conclusive and binding upon Tenant (for the benefit of Landlord and anyone participating with Landlord in any such transaction) the statements contained in the Tenant's Estoppel Certificate as true and correct, without exception and Landlord is hereby appointed attorney-in-fact to execute and deliver the Tenant's Estoppel Certificate without exception on behalf of Tenant.

#### **ARTICLE 26     QUIET POSSESSION**

Landlord agrees that Tenant, upon paying the rental and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises during the Term without hindrance by Landlord or by anyone claiming by, through or under Landlord, subject, however, to the provisions of Article 16, and subject to any mortgages, master leases, reciprocal easement agreements, other agreements and encumbrances to which this Lease is subordinate.

#### **ARTICLE 27     TENANT'S ASSOCIATION SHARE FOR ADVERTISING AND PROMOTION.**

Tenant acknowledges that Landlord is a member of a "Lessee's Association", an association of owners and ground lessees organized and operating for the purpose of carrying out such common or general advertising or promotional activities or programs for the benefit of the Harbor Area of which the Boardwalk Retail/Restaurant Area is a part, and that as such a member of the Lessee's Association, Landlord is required to contribute to the Lessee's Association an amount equal to 2/10ths of one percent (0.2%) of the gross sales of the Boardwalk Retail/Restaurant Area ("Landlord's Association Share"). Tenant agrees to pay Landlord an amount equal to 0.2% of Gross Sales of Tenant ("Tenant's Association Share") in addition to payments to Landlord on account of Minimum Monthly Rent, Monthly Percentage Rent and Tenant's Monthly Expense Share. Landlord agrees that Landlord shall remit all payments of Tenant's Association Share to the Lessee's Association as part of Landlord's Association Share, and that Landlord shall not retain any of Tenant's Association Share for its own account. In the event that Landlord shall no longer be required or agree to pay Landlord's Association Share, the obligation of Tenant to pay Tenant's Association Share shall cease (or during the period of any suspension of Landlord's Association Share, shall be suspended). Likewise, should the contribution to the Lessee's Association change from its current rate of 0.2% of gross sales, Tenant's obligation to pay Tenant's Association Share shall change in an equal manner. Landlord shall invoice Tenant on a quarterly basis for Tenant's Association Share during the Term and payment shall be due and payable within thirty (30) days, and if unpaid after thirty (30) days, unpaid amounts shall be assessed penalties stated in Paragraph 7.6.

#### **ARTICLE 28     CAPTIONS AND TERMS**



The captions contained in this Lease are for convenience only, are not a part of this Lease and do not in any way limit or amplify the actual terms and provisions of this Lease.

If more than one (1) person or entity is named in and executes this Lease as Tenant, then the word "Tenant" wherever used in this Lease is intended to refer to all such persons or corporations, and the liability of such persons or entities for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the feminine or the neuter as the case may be, and the use of the singular shall include the plural.

#### **ARTICLE 29 NOTICES**

Wherever in this Lease it is required or permitted that notice or demand be given or served by either party to this Lease upon the other, such notice or demand shall be in writing and shall be deemed to have been duly given three business days after being mailed by certified or registered mail, postage prepaid, immediately upon personal service, or on the next business day if delivered by FedEx or another reputable overnight delivery service, and addressed to the parties at the addresses provided in the Summary.

Either party may change the address for such notices by giving written notice thereof to the other party in the manner specified above. The foregoing method of service or personal service of notice upon the addressee shall be exclusive and Tenant hereby waives, to the fullest extent allowed by law, the right to any other method of service required by any statute or law now or hereafter in force.

Notwithstanding anything to the contrary contained within this Article 29, any notices Landlord is required or authorized to deliver to Tenant in order to advise Tenant of alleged violations of Tenant's covenants contained in Article 12 (with respect to improper advertising media and/or signs), Article 16 (failure of Tenant to properly repair and/or maintain the Premises), and/or Article 18 (improper parking of Tenant and Tenant's employees' automobiles) must be in writing but shall be deemed to have been duly given or served upon Tenant by delivering a copy of such notice to one (1) of Tenant's managing employees at the Premises during normal business hours and by delivery of a copy of such notice to Tenant in the manner specified above.

#### **ARTICLE 30 OBLIGATIONS OF SUCCESSORS**

The parties hereto agree that, except as otherwise specified, all of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

## **ARTICLE 31 SECURITY DEPOSIT**

31.1 Payment. Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit, which shall be held by Landlord without liability or interest as security for the faithful performance by Tenant of all of its obligations under this Lease. The Security Deposit shall not be considered an advance payment of rent or of any other sum due hereunder or as a measure of damages in case of a default by Tenant. The Security Deposit shall not be considered as a trust fund, and Tenant expressly acknowledges and agrees that Landlord is not acting as a trustee or in any fiduciary capacity in controlling or using Tenant's Security Deposit. Landlord, at its option, may maintain the Security Deposit separate and apart from Landlord's general and/or other funds, or may commingle the Security Deposit with Landlord's general and/or other funds. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the prior written consent of Landlord and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. Concurrently with any adjustment to Minimum Monthly Rental, Tenant shall add to the Security Deposit held by Landlord so that the Security Deposit shall always be equal to the Minimum Monthly Rental.

31.2 Application. If any of the rental herein reserved or any other sum payable by Tenant to Landlord shall be overdue and unpaid or paid by Landlord on behalf of Tenant, or if Tenant shall fail to perform any of its obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have under this Lease, use and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate or reimburse Landlord for Minimum Monthly Rent, Additional Rent, loss or damage or expense sustained by Landlord, and Tenant shall immediately upon demand restore said Security Deposit to the original sum deposited. If Tenant complies with all obligations and promptly pays all rentals and all other sums payable by Tenant to Landlord as and when due, said Security Deposit (or any balance thereof) shall be refunded in full to Tenant without interest at the expiration or termination of the Lease Term and after the removal of Tenant and surrender of possession of the Premises to Landlord.

In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of rental and other charges due Landlord for the earliest periods prior to the filing of such proceedings.

31.3 Transfer of Landlord's Interest. If Landlord transfers Landlord's interest in the Premises, Landlord may deliver the funds deposited by Tenant under this Article to Landlord's transferee or assignee, and in such event, Landlord shall be discharged from any further liability with respect to such Security Deposit. This Section shall also apply equally to any subsequent transfer of Landlord's interest in the Premises.

## **ARTICLE 32 BROKERS**

Landlord and Tenant each represent and warrant to the other that no real estate broker or finder other than the Broker(s) specified in the Summary has been involved in this transaction. Tenant agrees to indemnify and hold Landlord harmless from any claim, liability, loss or expense for any broker's commission, finder's fee, acquisition fee or like payment asserted against Landlord or Tenant by virtue of a contract or agreement made by Tenant. If no Broker is identified in the Summary, there shall be no obligation on the part of Landlord hereunder to pay any fees or commissions to a broker.

### **ARTICLE 33 MISCELLANEOUS**

33.1 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

33.2 Severability. If any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

33.3 Warranty of Authority. If Tenant hereunder is a corporation or partnership, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that (i) their execution of this Lease is duly authorized by all necessary corporate or partnership proceedings; (ii) Tenant is a valid and subsisting corporation or partnership, duly formed under the laws of its state of formation and is duly qualified to do business in this state, (iii) all franchise, corporate and/or partnership taxes have been paid to date, and (iv) Tenant will file when due all future tax returns, forms, reports, fees and other documents necessary to comply with applicable laws.

33.4 Entire Agreement. This Lease contains all conditions, covenants and agreements between Landlord and Tenant relating in any manner to the Boardwalk Retail/Restaurant Area and to the rental, use and occupancy of the Premises and the other matters set forth in this Lease. No prior or contemporaneous agreement or understanding pertaining to the Boardwalk Retail/Restaurant Area or the Premises shall be valid or of any force or effect, and the conditions, covenants and agreements of this Lease cannot be altered, changed, modified, or added to, except in writing signed by Landlord and Tenant. Landlord and Tenant intend that this Lease supersedes all such prior or contemporaneous agreements and that this Lease constitutes the final, exclusive and complete embodiment of their agreement. This Lease shall supersede the Prior Lease, which shall be terminated and of no further force or effect after the Commencement Date of this Lease, except for such provisions which survive the expiration or termination of the Prior Lease. No representation, inducement, understanding or anything of any nature whatsoever, made,

stated or represented on Landlord's behalf, either orally or in writing (except this Lease), has induced Tenant to enter into this Lease. Specifically, but without limitation, Tenant acknowledges that Tenant has relied solely on its own investigation and business judgment in its determination to enter into this Lease, that any statements which may have been made by any representative of Landlord concerning the success of Tenant's business and/or the Boardwalk Retail/Restaurant Area and/or the extent of Tenant's sales or profits are based upon that representative's expectations and are not to be considered as promises, covenants or guarantees of success, that the success of Tenant's business and the Boardwalk Retail/Restaurant Area are based upon many factors, including certain factors not within the control of Landlord and certain factors which are within the control of Tenant and that Tenant is not in any way entitled to the benefits of any agreements between Landlord and other tenants which agreements may differ from the terms of this Lease.

33.5 Construction. All of the provisions hereof shall be construed as covenants and not as conditions. Although the printed provisions of this Lease were drawn by Landlord, the parties hereto agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant. The parties agree that any deletion of language from this Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including but not limited to any implication that the parties intended thereby to state the converse or opposite of the deleted language.

33.6 Right to Lease. Landlord reserves the absolute right to create such other tenancies in the Boardwalk Retail/Restaurant Area as Landlord, in the exercise of its sole discretion, shall determine. Tenant does not rely on the fact, nor does Landlord represent, that there shall be any specific occupants or number of occupants of space in the Boardwalk Retail/Restaurant Area after the Commencement Date.

33.7 Governing Law. The laws of the state of California shall govern the validity, performance and enforcement of this Lease.

33.8 Waiver or Consent Limitation. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. The acceptance by Landlord of rent or other payments with knowledge of the breach of any of the covenants of this Lease by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term or condition shall not be construed to be a waiver of any other covenant, terms or conditions, or a waiver of further breach of the same covenants, terms or conditions.

33.9 Force Majeure. For purposes of this Lease, neither Landlord nor Tenant as the case may be, nor any successor in interest, shall be considered in breach of, or default

in, its obligations to construct, improve, repair, restore or make other physical improvements under this Lease as a result of the enforced delay in the performance of such obligations where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; government restrictions or priority; unusually severe weather; inability to secure necessary labor, materials or tools; acts of the other party; acts or failure to act of any public or governmental agency or entity; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause if notice by the party claiming such extension is given to the other party within thirty (30) days after the commencement of the cause and shall continue for a reasonable period, not to exceed 6 months, during which time the party suffering such delay shall exert its best efforts to cure or eliminate the cause of such delay or prevention. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Nothing contained herein shall be construed to permit delay in the payment of rents or other monetary obligations, or in the submission of notices, plans, Monthly Statements, Annual Statements or other documentation as may otherwise be required.

33.10 Waiver of Rights of Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Tenant is evicted or dispossessed for any cause or in the event Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms, covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

33.11 Labor Disputes. Tenant shall perform or cause Tenant's contractor to perform all work in the making and/or installation of any repairs, alterations or Improvements in a manner so as to avoid any labor dispute which causes or is likely to cause stoppage or impairment of work or delivery services in the Boardwalk Retail/Restaurant Area. In the event there shall be any such stoppage or impairment as the result of any such labor dispute or potential labor disputes, Tenant shall immediately undertake such action as may be necessary to eliminate such dispute or potential dispute, including but not limited to: (i) removing all parties in dispute from the job site until such time as the labor dispute no longer exists, (ii) seeking an injunction to remove such parties from the Boardwalk Retail/Restaurant Area, and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute.

33.12 Additional Assurances. Each of the parties agrees that it will execute such other documents or instruments as may be necessary to carry out and effectuate the purpose and terms of this Lease.

33.13 Gender and Person. Whenever the context of this Lease requires, the neuter, masculine or feminine genders shall each include the others; the singular shall include the

plural and the plural shall include the singular; the conjunctive shall include the disjunctive and the disjunctive shall include the conjunctive.

33.14 Counterparts. This Lease and the documents, instruments and agreements executed in connection herewith may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

33.15 Time of Essence. Time is of the essence in the performance of this Lease.

33.16 Franchise. If Tenant is to operate a franchise location, Tenant shall, at the request of Landlord, supply Landlord with any and all information related to Tenant's relationship to franchisor; including, but not limited to, any financial reports required by franchisor, and a copy of Tenant's franchise license or other document displaying the ability to use franchisor's name, product, logo, etc. Tenant shall also furnish Landlord with the appropriate information to contact a representative at the office of franchisor with respect to any issue. Landlord may request this information to be supplied prior to signing this Lease.

33.17 Exhibits Incorporated. All exhibits attached hereto and referred to herein are incorporated in this Lease and are expressly made a part hereof.

33.18 Nondiscrimination. Tenant shall not discriminate against any person or class of persons by reason of sex, race, color, creed, ancestry, national origin, age, physical handicap, or medical condition, and shall make its accommodations and services available to all persons on a nondiscriminatory basis. Tenant hereby agrees that in all matters affecting this Lease, it will comply with all applicable federal, state and local laws and regulations prohibiting discrimination of any kind.

33.19 Independent Contractor. This Lease is by and between Landlord and Tenant and is not intended and shall not be construed to create the relationship of agent, servant, employee, or representative of Landlord by Tenant.

33.20 No Conflict of Interest. No member, official, officer, employee, agent, or representative of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or successor or on any obligations under the terms of this Lease. No member, official or employee of City shall have any personal interest, direct or indirect, in this Lease nor shall any such member, official or employee participate in any decision relating to the Lease which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.

IN WITNESS WHEREOF, Landlord has by motion duly adopted by the City Council, caused this Lease to be signed by its Mayor and attested by its City Clerk, and by Tenant caused these presents to be subscribed and have duly executed this Lease, all on the day and year first above written.

"LANDLORD":

CITY OF REDONDO BEACH,  
a chartered municipal corporation

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

ATTEST:

APPROVED AS TO FORM:

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

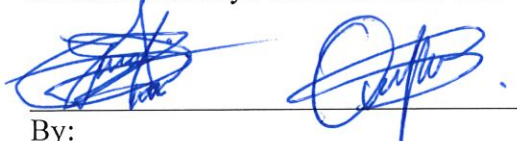
\_\_\_\_\_  
Joy A. Ford  
City Attorney

APPROVED:

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

"TENANT":

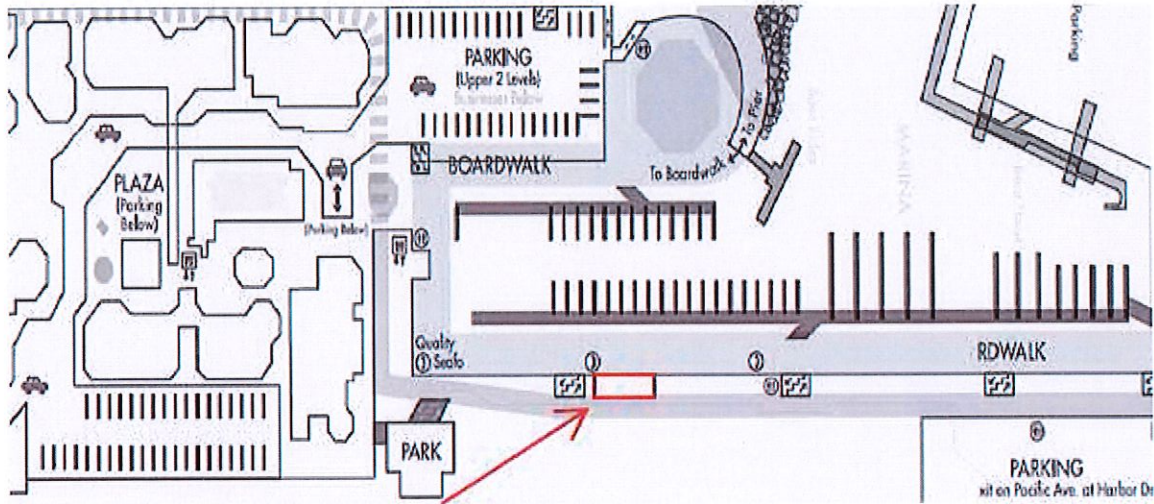
El Cinco De Mayo Mexican Food LLC



By:  
Its:

If Tenant is a CORPORATION, the authorized officers must sign on behalf of the corporation and indicate the capacity in which they are signing. The Lease must be executed by the president or vice-president and the secretary or assistant secretary, unless the bylaws or a resolution of the board of directors shall otherwise provide, in which event, a certified copy of the bylaws or a certified copy of the resolution, as the case may be, must be attached to this Lease.

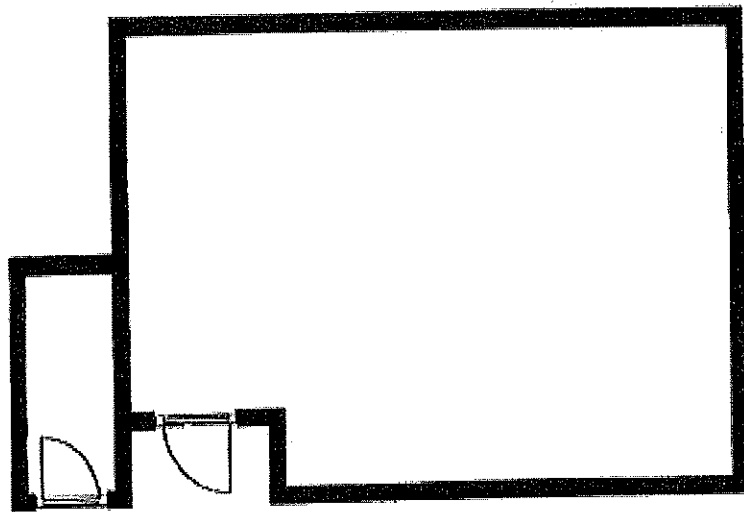
**EXHIBIT A**  
**PREMISES FLOOR PLAN AND SITE PLAN**



102 and 104 International Boardwalk



102 and 104 International Boardwalk  
Redondo Beach, CA 90277  
852 Square Feet



**EXHIBIT B**

**DESCRIPTION OF PREMISES, TRADE NAME AND USE OF PREMISES**

Description of Premises: Space located at 102 & 104 International Boardwalk, Redondo Beach, CA 90277 consisting of approximately 852 rentable square feet.

Trade Name: El Cinco De Mayo Mexican Food LLC

Use of Premises: Retail and Restaurant provided Tenant, if applicable, procures all necessary and proper licenses, permits and permissions from all appropriate government agencies.

**EXHIBIT C**

**GUARANTY OF LEASE**

THIS LEASE GUARANTY ("Guaranty") is made by Guarantors Froylan T. Santiago Arellanes and Oscar P. Santiago Arellanes in favor of the CITY OF REDONDO BEACH, a chartered city and municipal corporation ("Landlord"), in connection with that certain lease dated as of September 2, 2025 (the "Lease") pursuant to which Landlord is to lease to El Cinco De Mayo Mexican Food LLC ("Tenant") those premises generally referred to as 102 & 104 International Boardwalk, Redondo Beach, California 90277 (the "Premises").

A. Landlord requires this Guaranty as a condition to its execution of the Lease and the performance of the obligations to be performed under the Lease by Landlord.

B. Guarantor has agreed to provide this Guaranty to induce Landlord to enter into the Lease with Tenant and perform its obligations under the Lease.

In consideration of Landlord's agreement to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby agree with Landlord as follows:

1. The Lease is hereby incorporated into and made a part of this Guaranty by this reference.
2. Guarantor hereby unconditionally guarantees, as a primary obligor and not as a surety, without deduction by reason of setoff, defense or counterclaim, the full and punctual payment of all sums of rent and other amounts payable under the Lease and the full and punctual performance of all terms, covenants and conditions in the Lease to be kept, performed and/or observed by Tenant. Guarantor's obligations under this Guaranty are continuing and unconditional.
3. Guarantor hereby agrees that, without the consent of or notice to Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) the Lease may be extended and any other term, covenant or condition of the Lease may be amended, compromised, released or otherwise altered by Landlord and Tenant, and Guarantor does guarantee and promise to perform all the obligations of Tenant under the Lease as so extended, amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease may be exercised, not exercised, impaired, modified, limited, destroyed, or suspended; (d) Landlord or any other person may deal in any manner with Tenant, any guarantor, any party to the Lease or any other person; (e) Landlord may permit Tenant to holdover the Premises beyond the Lease Term; and (f) all or any part of the Premises or of Tenant's rights or liabilities under the Lease may be sublet, assigned or assumed. Without in any way limiting the foregoing, Guarantor agrees not to unreasonably withhold its consent to

any sublease, assignment of the Lease or other modification of the Lease which is agreed to by Landlord and Tenant.

4. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant, or any other guarantor or person or to pursue any other security or remedy before proceeding against Guarantor; (b) any defense based on the genuineness, validity, regularity or enforceability of the Lease; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person; and (d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2809, 2810 and 2845 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

5. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of any adverse change in the financial status of Tenant, notices of any other facts which increase the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and protests of each and every kind; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the Lease; (c) any right or defense based on a lack of diligence or failure or delay by Landlord in enforcing its rights under this Guaranty or the Lease.

6. Guarantor hereby waives and agrees not to assert or take advantage of any right to (a) exoneration if Landlord's actions shall impair any security or collateral of Guarantor; (b) any security or collateral held by Landlord; (c) require Landlord to proceed against or exhaust any security or collateral before proceeding against Guarantor; (d) require Landlord to pursue any right or remedy for the benefit of Guarantor. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2819, 2849 and 2850 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

7. Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Tenant. Guarantor's obligations under this Guaranty shall in no way be affected by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee of Tenant or by any disaffirmance or abandonment of the Lease or any payment under this Guaranty by a trustee of Tenant in any bankruptcy proceeding including, without limitation, any impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of any federal or state bankruptcy or insolvency law or other statute or from the decision of any court. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may

have against Tenant relating to any indebtedness of Tenant to Guarantor and will assign to Landlord all rights of Guarantor thereunder. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

8. Until all the Tenant's obligations under the Lease are fully performed, Guarantor: (a) shall have no right of subrogation or reimbursement against the Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; (b) subordinates any liability or indebtedness of the Tenant now or hereafter held by Guarantor to the obligations of the Tenant under, arising out of or related to the Lease or Tenant's use of the Premises; and (c) acknowledges that the actions of Landlord may affect or eliminate any rights of subrogation or reimbursement of Guarantor as against Tenant without any liability or recourse against Landlord. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Section 2848 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

9. Prior to the execution of this Guaranty and at any time during the Term of the Lease upon ten (10) days prior written notice from Landlord, Guarantor agrees to provide Landlord with a current financial statement for Guarantor and financial statements for Guarantor for the two (2) years prior to the current financial statement year to the extent not previously delivered to Landlord. Guarantor's financial statements are to be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, audited by an independent certified public accountant. Guarantor represents and warrants that all such financial statements shall be true and correct statements of Guarantor's financial condition.

10. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

11. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns. This Guaranty may be assigned by Landlord voluntarily or by operation of law.

12. This Guaranty shall constitute the entire agreement between Guarantor and the

Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of Landlord. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. No course of dealing between Landlord and Tenant shall alter or affect the enforceability of this Guaranty or Guarantor's obligations hereunder.

13. Guarantor hereby agrees to indemnify, protect, defend and hold Landlord harmless from and against, all losses, costs and expenses including, without limitation, all interest, default interest, post-petition bankruptcy interest and other post-petition obligations, late charges, court costs and attorneys' fees, which may be suffered or incurred by Landlord in enforcing or compromising any rights under this Guaranty or in enforcing or compromising the performance of Tenant's obligations under the Lease.

14. The term "Landlord" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term "Tenant" whenever hereinabove used refers to and means the Tenant in the foregoing Lease specifically named and also any assignee or subtenant of said Lease and also any successor to the interests of said Tenant, assignee or sublessee of such Lease or any part thereof, whether by assignment, sublease or otherwise including, without limitation, any trustee in bankruptcy and any bankruptcy estate of Tenant, Tenant's assignee or sublessee.

15. If any or all Guarantors shall become bankrupt or insolvent, or any application shall be made to have any or all Guarantors declared bankrupt or insolvent, or any or all Guarantors shall make an assignment for the benefit of creditors, or any or all Guarantors shall enter into a proceeding for the dissolution of marriage, or in the event of death of any or all Guarantors, notice of such occurrence or event shall be promptly furnished to Landlord by such Guarantor or such Guarantor's fiduciary. This Guarantee shall extend to and be binding upon each Guarantor's successors and assigns, including, but not limited to, trustees in bankruptcy and Guarantor's estate.

16. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and sent by registered or certified mail, return receipt requested in accordance with the notice provisions of the Lease. The Tenant shall be deemed Guarantor's agent for service of process and notice to Guarantor delivered to the Tenant at the address set forth in the Lease shall constitute proper notice to Guarantor for all purposes. Notices to Landlord shall be delivered to Landlord's address set forth in the Lease. Landlord, at its election, may provide an additional notice to Guarantor at the address provided under Guarantor's signature below.

17. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and

recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action. Guarantor hereby waives any right to trial by jury and further waives and agrees not to assert or take advantage of any defense based on any claim that any arbitration decision binding upon Landlord and Tenant is not binding upon Guarantor.

18. Guarantor agrees that all questions with respect to this Guaranty shall be governed by, and decided in accordance with, the laws of the State of California.

19. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

20. Time is strictly of the essence under this Guaranty and any amendment, modification or revision hereof.

21. If more than one person signs this Guaranty, each such person shall be deemed a guarantor and the obligation of all such guarantors shall be joint and several. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

22. If Guarantor is a corporation, each individual executing this Guaranty on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Guaranty on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said corporation, and that this Guaranty is binding upon said corporation in accordance with its terms. If Guarantor is a corporation, Landlord, at its option, may require Guarantor to concurrently, with the execution of this Guaranty, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Guaranty.





**EXHIBIT D**

**ESTOPPEL CERTIFICATE**

The undersigned, as Tenant under that certain Lease (the "Lease"), made and entered into as of September 2, 2025, by and between City of Redondo Beach, a chartered city and municipal corporation, as "Landlord," and the undersigned, as "Tenant," for the Premises outlined on Exhibit A attached to this Certificate and incorporated in it by this reference, which Premises are commonly known as 102 & 104 International Boardwalk, Redondo Beach, California, certifies as follows:

1. The undersigned has commenced occupancy of the Premises described in the Lease. The Commencement Date under the Lease is September 2, 2025. All space and improvements leased by Tenant have been completed in accordance with the provisions of the Lease, and Tenant has accepted and taken possession of the Premises. If any, all contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full.

2. The Lease is in full force and effect as of the date of this Certificate and has not been modified, supplemented, or amended in any way except as follows:

\_\_\_\_\_.

3. The Lease represents the entire agreement between the parties as to the Premises.

4. Minimum Monthly Rent became payable on September 2, 2025.

5. The Term began on September 2, 2025, and expires on September 1, 2030.

6. Except as indicated in paragraph 7 below, no rent has been paid in advance and no security deposit has been deposited with Landlord, except for the Security Deposit in the amount of \$2,130.00 deposited with Landlord in accordance with the Lease. There are no setoffs or credits against any rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to Tenant, except as follows:

\_\_\_\_\_.

7. Minimum Monthly Rent in the sum of \$\_\_\_\_\_ per month has been paid through the month of \_\_\_\_\_, 20\_\_\_. Monthly Percentage Rent in the sum of \$\_\_\_\_\_ per month has been paid through the month of \_\_\_\_\_, 20\_\_\_. Tenant's Monthly Expense Share in the sum of \$\_\_\_\_\_ per month has been paid through the month of \_\_\_\_\_, 20\_\_\_. Tenant's Association Share in the sum of \$\_\_\_\_\_ per month has been paid through the month of \_\_\_\_\_, 20\_\_\_. Additional Rent in the sum of \$\_\_\_\_\_ has been paid through \_\_\_\_\_, 20\_\_\_ for \_\_\_\_\_ the \_\_\_\_\_ following:

\_\_\_\_\_.

8. As of the date of this Certificate, the undersigned has no defenses or offsets against any of Tenant's obligations under the Lease and there are no uncured defaults of Landlord or any events that (with or without the giving of notice, the lapse of time, or both) constitute a default of Landlord or Tenant under the Lease, except

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9. The undersigned has no rights of first refusal or options to (a) purchase all or any portion of the Premises or the Boardwalk; or (b) renew or extend the Term, except as provided in the Lease.

10. The undersigned has not received nor is it aware of any notification from the Department of Building and Safety, the Health Department, or any other city, county, or state authority having jurisdiction that work is required to be done to the improvements constituting the Premises or the Boardwalk or that the existing improvements in any way violate existing laws, ordinances, or regulations. Tenant has no actual or constructive knowledge of any processing, use, storage, disposal, release, or treatment of any hazardous or toxic material or substance on the Premises except as follows:

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11. The undersigned has no knowledge of any actions, suits, material claims, legal proceedings, or any other proceedings, including threatened or pending eminent domain proceedings, affecting the Premises, at law or in equity, before any court or governmental agency, domestic or foreign. There are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against Tenant or any guarantor of Tenant's obligations under the Lease.

12. The undersigned has not assigned, sublet, encumbered, pledged, hypothecated, transferred, or conveyed (or suffered any of the preceding) any interest in the Lease or the Premises.

13. The undersigned represents and warrants that to the best of its knowledge all statements contained in this Certificate are true and correct.

14. The undersigned acknowledges that this Certificate may be delivered to any proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest to Landlord, of all or any portion of the Premises or the Boardwalk. The undersigned acknowledges that it recognizes that if the same is done, the proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest will be relying on the statements contained in this Certificate in making the lease, purchase, or loan (or in accepting an assignment of the Lease as collateral security), and that receipt by it of this Certificate is a condition of the making of such lease, purchase, or loan. Tenant will be estopped from denying that the statements made in this Certificate by Tenant are true.

15. The undersigned representative of Tenant hereby certifies that they are duly authorized to execute and deliver this Certificate on behalf of Tenant.

Executed at \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

TENANT:

El Cinco De Mayo Mexican Food LLC

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

Title: \_\_\_\_\_

## EXHIBIT E

### SIGN CRITERIA

These criteria have been established for the purpose of assuring an outstanding shopping experience and for the mutual benefit of all tenants. Conformance will be strictly enforced; and any installed nonconforming or unapproved signs must be brought into conformance at the expense of the tenant. All criteria contained herein shall conform to all resolutions, ordinances, general policies and rules of the city of Redondo Beach and the city of Redondo Beach Harbor Department (the City's ordinances, resolutions, etc. shall rule in the event of any conflict).

#### GENERAL REQUIREMENTS

1. Each Tenant shall submit or cause to be submitted to the Landlord for approval before fabrication at least four copies of detailed drawings indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
2. All permits for signs and their installation shall be obtained by the tenant or tenant representative prior to installation which have not been done by owner previously
3. Tenant shall be responsible for the fulfillment of all requirements and specifications.
4. All signs shall be constructed and installed at tenant's expense.
5. All signs shall be reviewed by the Landlord and his designated Project Architect for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on esthetics of design shall remain the sole right of the Landlord.
6. Tenant sign contractors to be responsible to obtain all required city and county approvals and permits, including Regional Planning and Building & Safety Division.
7. All Tenants' sign Contractors to be State licensed and shall carry appropriate insurance.

#### GENERAL SPECIFICATIONS

1. No projections above or below the sign panel will be permitted. Sign must be within dimensioned limits as indicated on the attached drawings.
2. Sign cabinets shall be grey non-illuminated w/white pales face 2'6" x 6" smallest 2'6" x 20" largest. Sizes are determined by store frontage. Tenant is allowed 8" of sign width for every 12" of storefront Typical 15' storefront would have a sign 2'6" x 10'.
3. Letter style will be Century ultra italic (vivid). No florescent colors.

4. Tenant shall be responsible for the cost of installation and maintenance of all signs.
5. The width of the Tenant fascia sign shall not exceed 70% of storefront. The maximum height of the tenant fascia sign shall be 30". Sign shall center on store unless prior approvals are obtained from the Landlord/Developer.
6. Each tenant space along International Boardwalk includes an existing double-sided, projecting "blade" sign that consists of a permanent frame, a double-sided sign face, and hardware to secure the sign to the building. Tenant shall be responsible for installing a new double-sided sign face unique to their business and installing and maintaining the entire "Blade" sign, inclusive of the existing frame, hardware, and sign face that is perpendicular to their storefront. No modifications to the existing frame or hardware are allowed. Replacement of the double-sided sign face will be at the sole expense of Tenant and the updated sign shall not exceed the existing dimensions, shape, attachment points, and exact height and location of the original sign. Only one such "Blade" sign is allowed per Tenant. The double-sided sign face unique to the business shall be a high-resolution full color print with a 2-foot diameter on an adhesive backing. Tenant shall procure and install the double-sided sign face unique to the business within three months of signing the lease with the City. Tenant shall contact property management for any questions regarding the blade sign requirements above.
7. Tenants sign contractor shall repair any damages to the premises caused by his work.

#### CONSTRUCTION REQUIREMENTS

1. Signs fastening and clips are to be concealed and be of galvanized, stainless aluminum, brass or bronze metals.
2. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be placed in an Inconspicuous location.
3. Tenants shall have identification signs designed in a manner compatible with and complimentary to adjacent and facing storefront and the overall concept of the center.
4. Signs may be illuminated at the tenant's expense to run electrical for the signs. These signs would still meet criteria for size, lettering and color.

#### MISCELLANEOUS REQUIREMENTS

1. Each tenant shall be permitted to place upon each entrance of its demised premises not more than 200 square inches of decal application lettering not to exceed 6" inches in height indicating hours of business, emergency telephone numbers & etc.
2. Except as proved herein, no advertising placards, banners, pennants names, insignias,

trademarks, or other descriptive material, shall be affixed or maintained upon the glass panes and supports of the show windows and doors, or upon the exterior walls of the buildings without the written previous approval of the Landlord.

3. Each tenant who has a non-customer door for receiving merchandise may apply his name on said door in 4" high block letters and in a location as directed by the Project Architect. Letters shall be placed in the middle of the said door. Where more than one tenant uses the same door, each name and address may be applied. Color of letters shall be black. Letter style shall be Century ultra italic, all capital letters. No other rear entry signs will be permitted.

4. All directory lettering will be provided by Landlord.

Landlord's Initials:   1  

Tenant's Initials:   O.S. F.O.S.

**EXHIBIT F**

**PARKING FEE SCHEDULE**

Per paragraph 18.4 of the lease and Landlord's standard parking rates in effect at the time and adjustable from time-to-time.

The current parking rates are as follows:

**DAILY RATE**

\$2.00 each hour

**HOLIDAYS AND SPECIAL EVENTS**

July 4th: Flat fee payable upon entry.

Other special events may require flat fee payable upon entry (prior notice will be given)

**PARKING FOR THE DISABLED**

Free with approved placards or license plates.

**PIER/BOARDWALK EMPLOYEE MONTHLY AND YEARLY PASSES**

Passes are to be purchased by business owners/managers to satisfy employment verification; parking spaces are occupied on a first-come, first-served basis; passes do not guarantee a parking space.

Annual Employee Passes (January 1 - December 31):

- a. Annual Pass - 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **\$35/month or an early discounted rate of \$280.00 if the pass is purchased in January** (Purchases after January 31 will be prorated at the rate of \$35/month times the number of months remaining in the year.)

Summer Season Employee Passes (May 1 - September 30):

- a. Summer Pass - 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **\$35/month or an early special rate of \$120.00 if the pass is purchased in May** (Purchases after May 31 will be prorated at the rate of \$35/month times the number of months remaining in the summer.)

**EXHIBIT G**  
**RULES AND REGULATIONS**

**RULES AND REGULATIONS**

1. The sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways of the Building shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, elevators, escalators and stairways are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no agent, employee, contractor, invitee or licensee of any tenant shall go upon the roof of the Building. Landlord shall have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to any tenant therefor, to change the arrangement or location of entrances or passageways, doors or doorways, corridors, elevators, stairs, toilets and other common areas of the Building.

2. No sign, placard, picture, name, advertisement or notice visible from the exterior of any tenant's premises shall be inscribed, painted, affixed or otherwise displayed by any tenant on any part of the Building without the prior written consent of Landlord except that Tenant shall have the right, at its sole cost, to place its name on the door of the Premises. Landlord will adopt and furnish to tenants general guidelines relating to signs inside the Building. Tenants shall conform to such guidelines. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of any such tenant by a person approved by Landlord. Material visible from outside the Building will not be permitted.

3. The premises shall not be used for lodging. No cooking shall be done or permitted on the premises except that private use by any tenant of Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages, for preparation of meals by employees of any such tenant in a manner customary for an employee lounge or lunchroom, and for catering to serve food in connection with meetings or receptions will be permitted, provided that such use is in accordance with all applicable federal, state and municipal laws, codes, ordinances, rules and regulations.

4. No tenant shall employ any person or persons other than the janitor of Landlord for the purpose of cleaning its premises unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning



the same. No tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to any tenant for any loss of property on the premises, however occurring, or for any damage done to the effects of any tenant by the janitor or any other employee or any other person. Tenant shall pay to Landlord the cost of removal of any of tenant's refuse and rubbish, to the extent that the same exceeds the refuse and rubbish usually attendant upon the use of tenant's premises as offices. Janitor service will not be furnished on nights when rooms are occupied after 9:00 P.M. unless, by agreement in writing, service is extended to a later hour for specifically designated rooms.

5. Landlord will furnish each tenant without charge with two (2) keys to each door lock provided in the premises by Landlord. Landlord may make a reasonable charge for any additional keys. No tenant shall have any such keys copied or any keys made. No tenant shall alter any lock or install a new or additional lock or any bolt on any door of its premises. Each tenant, upon the termination of its lease, shall deliver to Landlord all keys to doors in the Building.

6. Landlord shall designate appropriate entrances and a freight elevator for deliveries or other movement to or from the premises of equipment, materials, supplies, furniture or other property, and tenants shall not use any other entrances or elevators for such purposes. The freight elevator shall be available for use by all tenants in the Building subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate. All persons employed and means or methods used to move equipment, materials, supplies, furniture or other property in or out of the Building must be approved by Landlord prior to any such movement. Landlord shall have the right to prescribe the maximum weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary properly to distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such property shall be repaired at the expense of tenants.

7. No tenant shall use or keep in the premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment. No tenant shall use any method of heating or air conditioning other than that supplied by Landlord. No tenant shall use or keep or permit to be used or kept any foul or noxious gas or substance in the premises, or permit or suffer the premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business in the Building, nor shall any animals or birds be brought or kept in the premises or the Building. All materials stored in the Premises by Tenant shall be stored in compliance with all applicable laws and shall not exceed the maximum floor load for the Premises as reasonably determined by Landlord.

8. Landlord shall have the right, exercisable without notice and without liability to any

tenant, to change the name or street address of the Building.

9. Except as expressly set forth in the Lease, Landlord establishes the hours of 8 A.M. to 6 P.M. Monday through Friday, and Saturday 9:00 A.M. to 1:00 P.M., except legal holidays, as reasonable and usual business hours. If during any other hours or any other days, tenant desires to have any services or utilities supplied to tenant, and if Landlord is able to provide the same, tenant shall pay Landlord such charge as Landlord shall establish from time to time for providing such services or utilities during such hours. Any such charges which such tenant is obligated to pay shall be deemed to be additional rent under such tenant's lease.

10. The Building's air conditioning system achieves maximum cooling when the drapes and windows are closed. Landlord shall not be responsible for the room temperature if tenant does not keep all drapes and windows in the premises closed whenever the system is in operation. Tenant agrees to cooperate fully at all times with Landlord and to abide by all regulations and requirements which Landlord may prescribe for the proper functioning and protection of said air conditioning system. Tenant agrees not to connect any apparatus device, conduit or pipe to the Building chilled and hot water conditioning supply lines. Tenant further agrees that neither tenant nor its servants, employees, agents, visitors, licensees or contractors shall at any time enter mechanical installations or facilities of the Building or adjust, tamper with, touch or otherwise in any manner affect said installations or facilities.

11. Electric current is furnished as required by the Building standard office lighting and fractional horsepower office business machines in the amount of approximately four (4) watts per square foot. The tenant agrees, should its electrical installation or electrical consumption be in excess of the aforesaid quantity or extend beyond normal business hours, to reimburse Landlord monthly for the measured consumption under the terms, classifications and rates charged to similar consumers by said public utilities serving in the neighborhood in which the Building is located. If a separate meter is not installed at tenant's cost, such excess cost will be established by an estimate agreed upon by Landlord and tenant, and if the parties fail to agree, as established by an independent licensed engineer. Tenant agrees not to use any apparatus or device in, or upon, or about the premises which will in any way increase the amount of such services usually furnished or supplied to said premises, and tenant further agrees not to connect any apparatus or device or wires, conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services without written consent of Landlord. Should tenant use the same to excess, the refusal on the part of tenant to pay, upon demand of Landlord, the amount established by Landlord for such excess charge shall constitute a breach of the obligation to pay rent current under tenant's lease and shall entitle Landlord to the rights therein granted for such breach. At all times tenant's use of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installation.

12. Water will be available in public areas for drinking and lavatory purposes only, but if tenant requests, uses or consumes water for any purpose in addition to ordinary

drinking and lavatory purposes, of which fact tenant constitutes Landlord to be the sole judge, Landlord may install a water meter and thereby measure tenant's water consumption for all purposes. Tenant shall pay Landlord for the cost of the meter and the cost of the installation thereof and throughout the duration of tenant's occupancy, tenant shall keep said meter installation equipment in good working order and repair at tenant's own cost and expense, in default of which Landlord may cause such meter and equipment to be replaced or repaired and collect the cost thereof from tenant. Tenant agrees to pay for water consumed, as shown on said meter, as and when bills are rendered, and on default in making such payment, Landlord may pay such charges and collect the same from tenant. Any such costs or expenses incurred, or payments made by Landlord for any of the reasons or purposes hereinabove stated shall be deemed to be additional rent, payable by tenant, and collectible by Landlord as such.

13. Landlord reserves the right to stop service of the elevator, plumbing, ventilating, air conditioning and electric systems, when necessary, by reason of accident or emergency or for repairs, alterations or improvements, in the judgment of Landlord desirable or necessary to be made, until said repairs, alterations or improvements shall have been completed, and shall further have no responsibility or liability for failure to support elevator facilities, plumbing, ventilating, air conditioning or electric service, when prevented from doing so by strike or accident or by any cause beyond Landlord's reasonable control or by laws, rules, orders, ordinances, directions, regulations or requirements of any federal, state, county or municipal authority or failure of gas, oil or other suitable fuel supplied or inability by exercise of reasonable diligence to obtain gas, oil or other suitable fuel. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms, covenants, conditions, provisions or agreements of tenant's lease or to perform any act or thing for the benefit of tenant, shall not be deemed breached if Landlord is unable to furnish or perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control.

14. Landlord reserves the right to exclude from the Building between the hours of 6 P.M. and 8 A.M. Monday through Friday and at all hours on Saturdays, Sundays and legal holidays all persons who do not present identification acceptable to Landlord. Each tenant shall provide Landlord with a list of all persons authorized by such tenant to enter its premises and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

15. The directory of the Building will be provided for the display of the name and location of tenants and the principal officers and employees of tenants (not to exceed two (2) names per one thousand (1,000) rentable feet in the Premises) at the expense of such tenant. Periodic revisions and updating shall be provided by Landlord without charge.

16. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of Landlord. In any event, with the prior written consent of Landlord, such items shall be installed on the office side of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. Tenants shall keep window coverings closed when the effect of sunlight (or the lack thereof) would impose unnecessary loads on the Building's heating or air conditioning system.

17. No tenant shall obtain for use in the premises ice, drinking water, food, beverage, towel or other similar services, except at such reasonable hours and under such reasonable regulations as may be established by Landlord.

18. Each tenant shall ensure that the doors of its premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before such tenant or such tenant's employees leave the premises so as to prevent waste or damage, and for any default or carelessness in this regard, such tenant shall compensate for all injuries sustained by other tenants or occupants of the Building or Landlord. On multiple-tenancy floors, all tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.

19. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be paid by the tenant who, or whose agent, employee, contractor, invitee or licensee, caused it.

20. Except with the prior written consent of Landlord, no tenant shall sell at retail newspapers, magazines, periodicals, theater or travel tickets or any other goods or merchandise to the general public in or on the premises, nor shall any tenant carry on or permit or allow any employee or other person to carry on the business of stenography, typewriting, printing or photocopying or any similar business in or from the premises for the service or accommodation of occupants of any other portion of the Building, nor shall the premises of any tenant be used for manufacturing of any kind, or any business activity other than that specifically provided for in the tenant's lease.

21. No tenant shall install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls of the Building. No television or radio or recorder shall be played in such a manner as to cause a nuisance to any other tenant.

22. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord approves. No other vehicles of any kind shall be brought by any tenant into the Building or kept in or about its premises.

23. Each tenant shall store all its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the vicinity of the Building, without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

24. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building are prohibited, and each tenant shall cooperate to prevent the same.

25. The requirements of tenants will be attended to only upon application in writing at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

26. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

27. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of premises in the Building.

28. Landlord reserves the right to make such other rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein.

29. All construction projects and tenant improvement work must conform to the General Construction and Building Rules.

30. Tenant agrees that all employees will park on the lower levels of the parking structure and that the surface level parking spaces are to be reserved for customers and service providers.

31. Tenant agrees to limit the sale of Beer and Alcohol to:

What is allowed under the lease agreement

32. Tenant shall display signage indicating that a "no shirt, no shoes, no service" policy is in effect.

EXHIBIT H  
CONFIRMATION OF LEASE

TO: Tenant

DATED:

Re: Lease dated September 2, 2025 by and between CITY OF REDONDO BEACH a chartered city and municipal corporation as Landlord, and El Cinco De Mayo Mexican Food LLC as Tenant (the "Lease"), for those premises generally referred to as 102 & 104 International Boardwalk, Redondo Beach, CA 90277 (the "Premises").

Please acknowledge that the Commencement Date of the Lease is September 2, 2025 and that the Expiration Date of the Lease is September 1, 2030.

Very truly yours,

\_\_\_\_\_  
Agent for "Landlord"

Tenant hereby confirms the information set forth above, and further acknowledges that Landlord has fulfilled its obligations under the above-referenced Lease.

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

**EXHIBIT I**

**[Intentionally Deleted]**

**EXHIBIT J****RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

CITY OF REDONDO BEACH  
 415 Diamond Street  
 Redondo Beach, CA 90277  
 Attention: City Clerk

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is made and entered into as of September 2, 2025, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter referred to as the "Landlord" and El Cinco De Mayo Mexican Food LLC, hereinafter referred to as "Tenant."

**RECITALS**

A. Landlord and Tenant have entered in a Lease (hereinafter, "Lease") dated September 2, 2025, for certain premises which are located on real property which is legally described in Exhibit A attached hereto and incorporated herein by reference (the "Premises"). Copies of the Lease are available for public inspection at Landlord's office at 415 Diamond Street, Redondo Beach, CA 90277.

B. The Lease provides that a short form memorandum of the Lease shall be executed and recorded in the Official Records of Los Angeles County, California.

NOW, THEREFORE, the parties hereto certify as follows:

1. Landlord, pursuant to the Lease, has leased the Premises to the Tenant upon the terms and conditions provided for therein, generally for the purposes of general restaurant use.
2. Unless earlier terminated, the term of the Lease shall expire on September 1, 2030.
3. This Memorandum is not a complete summary of the Lease, and shall not be used to interpret the provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Amended Lease as of the day and year first above written.



CITY OF REDONDO BEACH

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

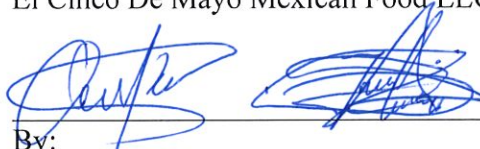
ATTEST:

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

APPROVED AS TO FORM:

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

El Cinco De Mayo Mexican Food LLC

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

**EXHIBIT "A" TO MEMORANDUM OF LEASE****LEGAL DESCRIPTION**

The space located at 102 & 104 International Boardwalk, Redondo Beach, California, consisting of approximately 852 rentable square feet as more particularly depicted on the attached floor and site plan of the premises. The Premises is located on a portion of the strip retail development, a development of approximately 48,280 square feet, situated north of the Redondo Beach Pier Parking Structure, a structure of approximately 520,000 square feet and over 1,000 parking spaces located at the western terminus of Torrance Boulevard in the City of Redondo Beach.

APN: 7507-002-932

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

State of California }  
County of Los Angeles } ss.

On 14 August, 2025 before me, A. Landino, a Notary Public, personally appeared, Froylan T. Santiago Arellanes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  
A. Landino  
(seal)



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

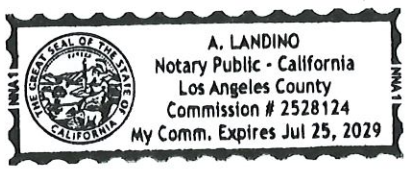
State of California }  
County of Los Angeles } ss.  
}

On 14 August, 2025 before me, A. Landino, a Notary Public, personally appeared, Oscar P. Santiago Arellanes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  
A. Landino



(seal)



# Administrative Report

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H.13., File # 25-1192

Meeting Date: 9/2/2025

---

**To: MAYOR AND CITY COUNCIL**

**From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR**

**TITLE**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2509-067, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO GUNGHO ONLINE ENTERTAINMENT AMERICA, INC.

APPROVE AN AMENDMENT TO THE LEASE WITH GUNGHO ONLINE ENTERTAINMENT AMERICA, INC. FOR ADMINISTRATIVE OFFICE SPACE AT 127 W. TORRANCE BLVD., SUITE 100 AND 105 W. TORRANCE BLVD., SUITE 106, FOR THE TERM SEPTEMBER 2, 2025 TO SEPTEMBER 1, 2026

**EXECUTIVE SUMMARY**

In March 2012, the City purchased the Pier Plaza leasehold and began the process of direct leasing to various tenants. Pier Plaza is comprised of several buildings totaling approximately 75,000 square feet of office and retail uses. The City of Redondo Beach and GungHo Online Entertainment America, Inc. (GungHo or Tenant) originally entered into a lease on September 7, 2021 for the space located at 127 W. Torrance Blvd., Suite 100 for office purposes. The premises totals approximately 1,180 square feet.

The proposed amendment would increase the square footage of the leased premises to 2,185 square feet with an expansion into 105 W. Torrance Blvd., Suite #106, for a 1-year lease term, and include a new tenant improvement allowance. Monthly rent for the amended lease, which would accrue to the City's Harbor Uplands Fund, would be \$5,375 with an annual 3% increase on the anniversary date.

**BACKGROUND**

The Pier Plaza leasehold is comprised of buildings 103 to 131 West Torrance Boulevard (on the top level of the Pier Parking Structure) and totals approximately 75,000 square feet of space. The property is comprised almost entirely of office uses, with the lone exceptions being a restaurant and child care center.

GungHo is a subsidiary of the Japanese gaming company GungHo Online Entertainment, Inc. which is a video game developer and publisher. The City of Redondo Beach and GungHo originally entered into a lease on September 7, 2021 for the space located at 127 W. Torrance Blvd., Suite 100, which is approximately 1,180 square feet.

The proposed amendment allows the tenant to expand into the 1,005 square-foot premises located at 105 W. Torrance Blvd., Suite 106, increasing the total square footage of the premises to 2,185 square feet. The proposed lease amendment carries a 1-year term and includes a \$500 tenant improvement allowance for repairs needed in the expanded area. Monthly rental revenue of \$5,375, or approximately \$2.46 per square foot, would accrue to the City's Harbor uplands Fund, with an annual 3% increase on the anniversary date. The newly negotiated monthly rent of \$2.46 per square foot represents a 9.3% increase from the previous lease agreement with Gung Ho.

**COORDINATION**

The Resolution and lease documents were reviewed and approved as to form by the City Attorney's Office.

**FISCAL IMPACT**

Lease revenue from the property would accrue to the City's Harbor Uplands Fund. The proposed amendment would result in a minimum monthly rent of \$5,375, during the first year, with an annual increase of 3% to the base rent each year thereafter. From the one-year term of the lease, revenue to the Harbor Uplands Fund would be \$64,500.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Reso - No. CC-2509-067 Leasing Certain Property to GungHo Online Entertainment America, Inc.
- Agmt - Proposed Amendment to the Lease Between the City of Redondo Beach and GungHo Online Entertainment America, Inc.

**RESOLUTION NO. CC-2509-067**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO GUNGHO ONLINE ENTERTAINMENT AMERICA, INC.**

WHEREAS, Section 2-21.01, Chapter 21, Title 2, of the Redondo Beach Municipal Code provides that any lease of public land owned or controlled by the City of Redondo Beach, or by any department or subdivision of the City, shall be administratively approved by resolution; and

WHEREAS, Lessor and Lessee entered into a certain Lease dated as of September 7, 2021 (the "Lease"), for the space located at 127 W. Torrance Blvd., Suite 100, Redondo Beach, CA 90277, consisting of approximately 1,180 rentable square feet; and

WHEREAS, Lessor and Lessee desire to enter into this First Amendment to amend certain terms of this Lease to reflect the increase in square footage and new lease terms; and

WHEREAS, the City Council shall approve the subject lease only upon the making of certain findings.

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

SECTION 1. That the City Council of the City of Redondo Beach approves the First Amendment to the Lease with GungHo Online Entertainment America, Inc. ("Lease") for the property commonly located at **127 W. Torrance Blvd., Suite 100**, Redondo Beach, CA 90277, consisting of approximately **1,180** rentable square feet and **105 W. Torrance Blvd., Suite 106**, Redondo Beach, CA 90277, consisting of approximately **1,005** rentable square feet for a total of **2,185** rentable square feet, as further detailed in the First Amendment to the Lease attached hereto as Exhibit "A" and incorporated herein as set forth in full.

SECTION 2. That the City Council of the City of Redondo Beach hereby finds:

1. The First Amendment to the Lease will result in a net economic or other public benefit to the City of Redondo Beach or the general public; and
2. The granting of the First Amendment to the Lease is consistent with and will further the fiscal, budgetary and applicable economic development, social, recreational, public safety or other applicable adopted policies of the City; and
3. The First Amendment to the Lease, and all land uses and development authorized by the Lease, are consistent with all applicable provisions of the general plan, the Coastal Land Use Plan where applicable, and the applicable zoning ordinances of the City; and
4. The First Amendment to the Lease and all land uses and development authorized by the First Amendment to the Lease, are consistent with and will carry out the goals, standards and policies of any specific plan applicable to the First Amendment to the Lease property; and
5. The First Amendment to the Lease and its purposes are consistent with all other applicable provisions of law; and
6. The First Amendment to the Lease and all land uses and development authorized

by the First Amendment to the Lease are consistent with terms of and will further the purposes of the grant from the State and all applicable laws and agreements governing use of the land; and

7. The First Amendment to the Lease shall not exceed sixty-six (66) years.



PASSED, APPROVED AND ADOPTED this 2<sup>nd</sup> day of September, 2025.

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

APPROVED AS TO FORM:

ATTEST:

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

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

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2509-067 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 2<sup>nd</sup> day of September, 2025, and there after signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

# EXHIBIT A

**FIRST AMENDMENT TO OFFICE LEASE  
BETWEEN  
THE CITY OF REDONDO BEACH  
AND  
GUNGHO ONLINE ENTERTAINMENT AMERICA, INC.**

THIS FIRST AMENDMENT TO OFFICE LEASE (“First Amendment”) is made and entered into as of September 2, 2025, by and between the City of Redondo Beach, a chartered municipal corporation (“Landlord”), and GungHo Online Entertainment America, Inc., a California Corporation (“Tenant”).

WHEREAS, Landlord and Tenant entered into a certain Lease dated as of September 7, 2021 (the “Lease”), for certain premises described as follows: That certain location in the Pier Plaza Office/Retail Area commonly known as **127 W. Torrance Blvd., Suite 100**, Redondo Beach, California 90277, comprised of approximately **1,180** rentable square feet of Floor Area (the “Premises”); and

WHEREAS, the Lease is currently in a month-to-month holdover status unless earlier terminated pursuant to the terms of the Lease; and

WHEREAS, the Landlord and Tenant desire to enter into this First Amendment to amend certain terms of this Lease to reflect the increase in square footage, a new term, new Landlord Tenant Improvement contribution, and other new lease provisions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree that the Lease shall be amended as follows:

1. Summary of Basic Terms. The following paragraphs a, e, f, g, i, j, k, l, m and n, are hereby replaced, and supersede the corresponding paragraphs of Section 2 of the Lease:
  - a. Premises: In addition to the existing Pier Plaza space at **127 W. Torrance Blvd., Suite 100**, Redondo Beach, CA 90277, consisting of **1,180** rentable square feet, Tenant shall also use and occupy the Pier Plaza space located at **105 W. Torrance Blvd., Suite 106**, Redondo Beach California 90277, comprised of approximately **1,005** rentable square feet of Floor Area (“Additional Space”). This Additional Space will become part of Tenant Premises (the “Premises”) for a total 2,185 square feet. See attached Exhibit A1, depicting the new Premises which includes the existing and Additional Space.
  - e. Lease Term: 1 year (12 months) from the September 2, 2025 subject to Landlord’s right to terminate the Lease upon prior written notice.
  - f. First Amendment Execution Date by Landlord: September 2, 2025

- g. First Amendment Expiration Date: September 1, 2026
  - i. Monthly Rent: \$5,375.10 per month for the first year with a base rent of \$2.46 per square foot. A three percent (3%) increase on the anniversary of the First Amendment Execution Date and each year thereafter.
  - j. Rentable Area of Premises: Approximately 2,185 square feet.
  - k. Parking: Parking shall be at such rates and terms set by Landlord from time to time in accordance with Article 28 and the attached Exhibit "D-1".
  - l. Operating Expense Base Year: 2025
  - m. Tenant's Share of Operating Expenses: Three-point two percent (3.2%) of the office area of Pier Plaza per Article 8 of the lease.
  - n. Tenant Improvements: Tenant will take the Premises in As-Is condition except for a \$500.00 allowance by the Landlord.
2. Exhibit "A" of the Lease describing the Legal Description and Premises Floor Plan and Site Plan is hereby amended and restated as set forth in the attached Exhibit "A-1".
  3. Tenant shall execute and deliver to Landlord an executed Lease Confirmation (First Amendment) in the form as set forth in the attached Exhibit "B-1" concurrently with the date of this First Amendment.
  4. Exhibit "D" of the Lease describing the Tenant Parking is hereby amended and restated as set forth in the attached Exhibit "D-1".
  5. Exhibit "F" of the Lease describing the Initial Leasehold Improvements is hereby amended and restated as set forth in the attached Exhibit "F-1".
  6. Landlord and Tenant shall execute a Memorandum of Amended Lease in the form of the attached Exhibit "G-1" concurrently with the date of this First Amendment, and shall record the Memorandum of Amended Lease in the official records of Los Angeles County.
  7. Except as expressly provided herein, all terms and provisions of the Lease shall remain unchanged and shall continue in full force and effect. In the event of any inconsistency between this First Amendment and the Lease, this First Amendment shall prevail. This First Amendment may be modified or amended only by subsequent writing executed by all of the parties.

8. The parties signing below warrant and represent that they are duly authorized to enter into and execute this First Amendment on behalf of their respective party.

IN WITNESS WHEREOF, Landlord has by motion duly adopted by the City Council, caused this Lease to be signed by its Mayor and attested by its City Clerk, and Tenant has duly executed this Lease, all as of the day and year first above written.

"LANDLORD":

CITY OF REDONDO BEACH,  
a chartered municipal corporation

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

ATTEST:

APPROVED AS TO FORM:

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

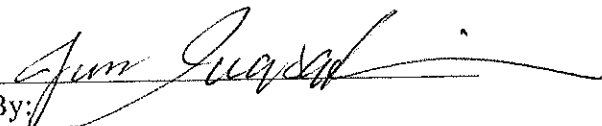
\_\_\_\_\_  
Joy A. Ford  
City Attorney

APPROVED:

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

"TENANT":

GungHo Online Entertainment America, Inc.  
A California corporation

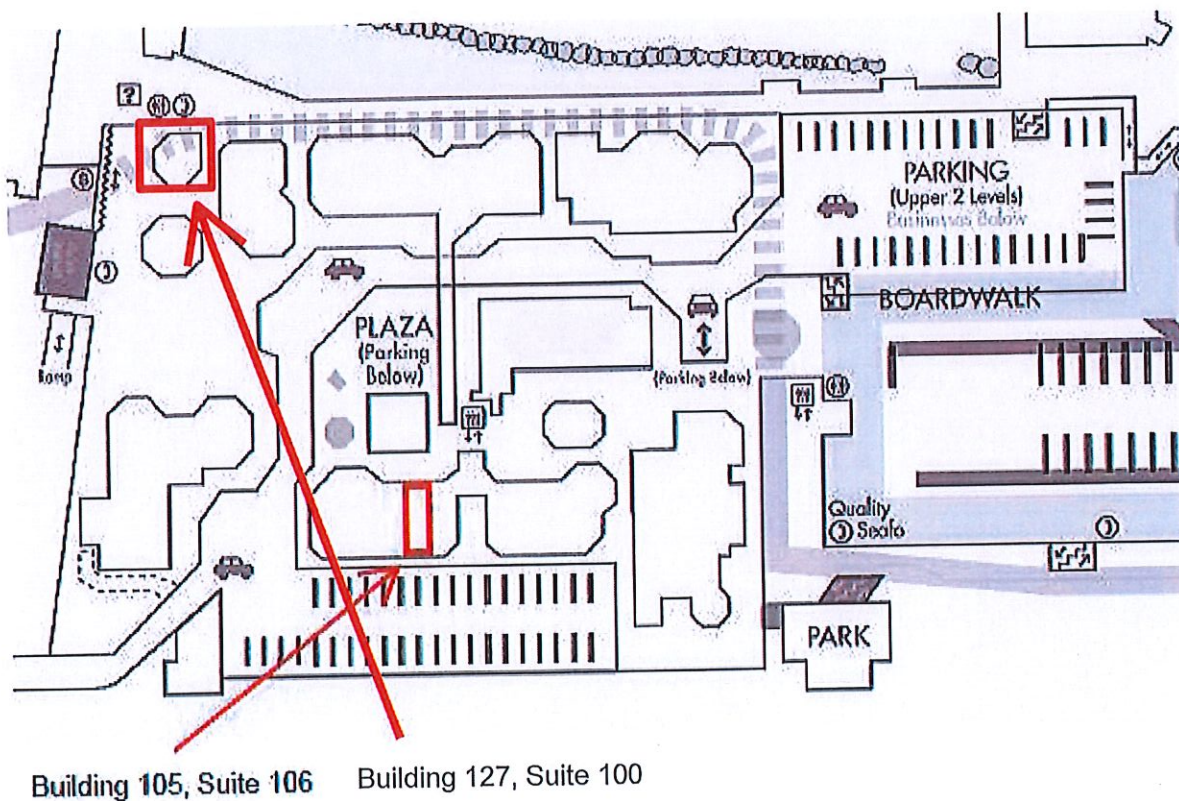
By:   
Its:

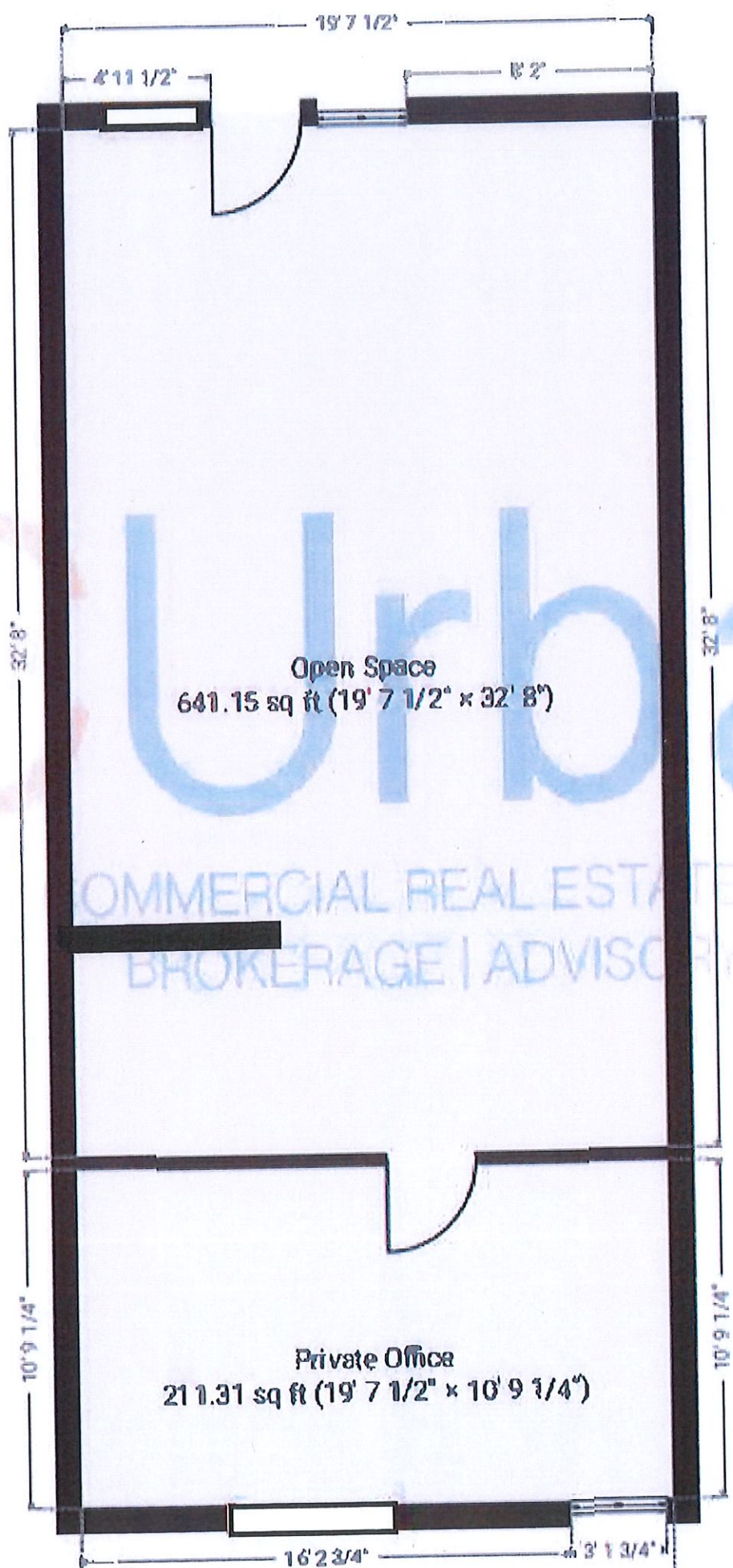
**EXHIBIT A-1**

**LEGAL DESCRIPTION, SITE PLAN PREMISES FLOOR PLAN**  
**(First Amendment)**

The space located at 127 W. Torrance Blvd., Suite 100, Redondo Beach, CA 90277, consisting of 1,180 rentable square feet, and 105 W. Torrance Blvd., Suite 106, Redondo Beach, CA 90277, consisting of approximately 1,005 rentable square feet as more particularly depicted on the attached floor and site plan of the premises for a total 2,185 square feet.

The Premises are both located on the first floor of a structure at the northwest portion of the office and retail development, a development of approximately 66,000 square feet, situated on top of the Redondo Beach Pier Parking structure, a structure of approximately 520,000 square feet and over 1,000 parking spaces located at the western terminus of Torrance Boulevard in the City of Redondo Beach.

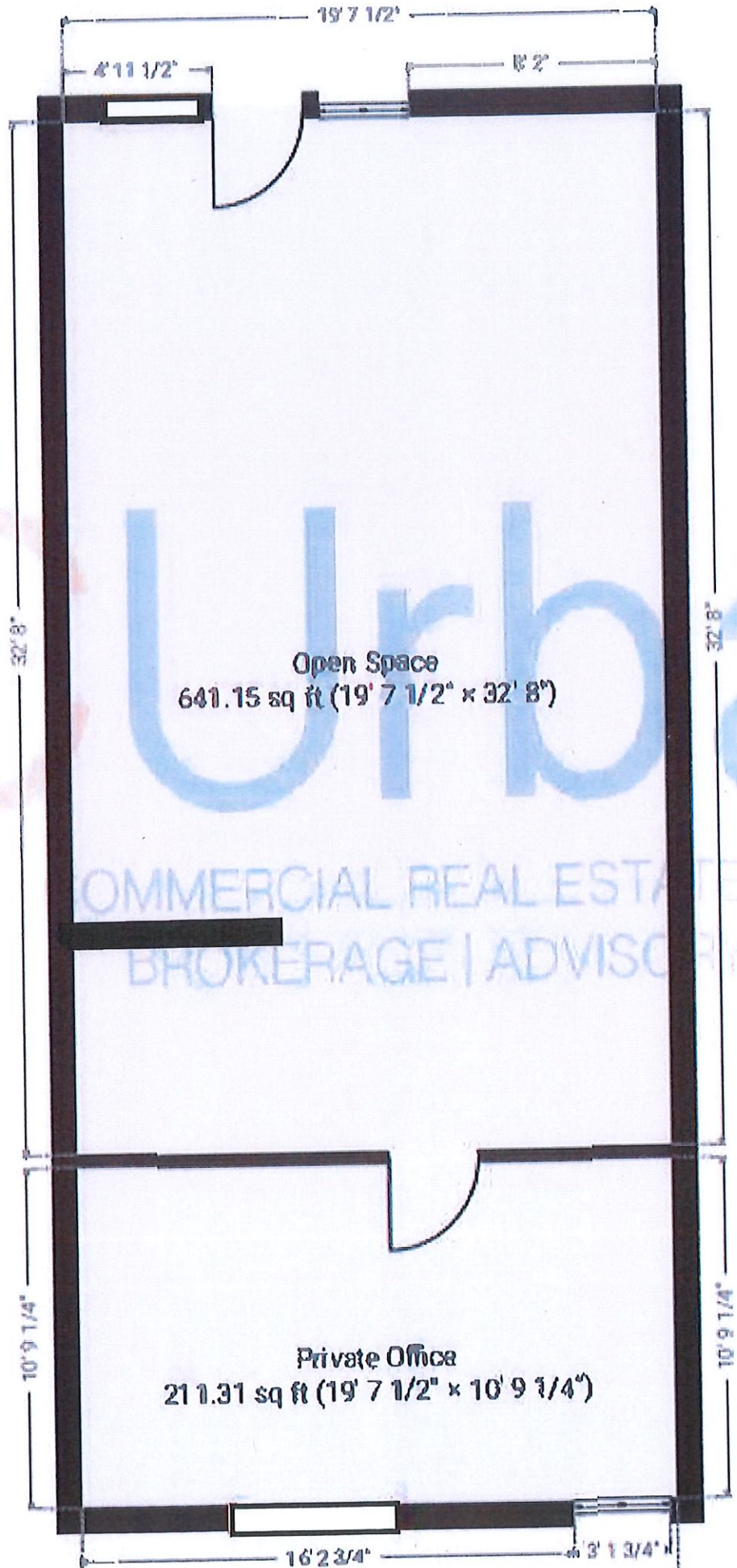




Open Space  
641.15 sq ft (19' 7 1/2" x 32' 8")

Private Office  
211.31 sq ft (19' 7 1/2" x 10' 9 1/4")

Urban  
COMMERCIAL REAL ESTATE  
BROKERAGE | ADVISORY



Open Space  
641.15 sq ft (19' 7 1/2" x 32' 8")

Private Office  
211.31 sq ft (19' 7 1/2" x 10' 9 1/4")

Urban  
COMMERCIAL REAL ESTATE  
BROKERAGE | ADVISORY



STANDARD OFFICE LEASE  
FLOOR PLAN  
1,180 RENTABLE SQUARE FEET

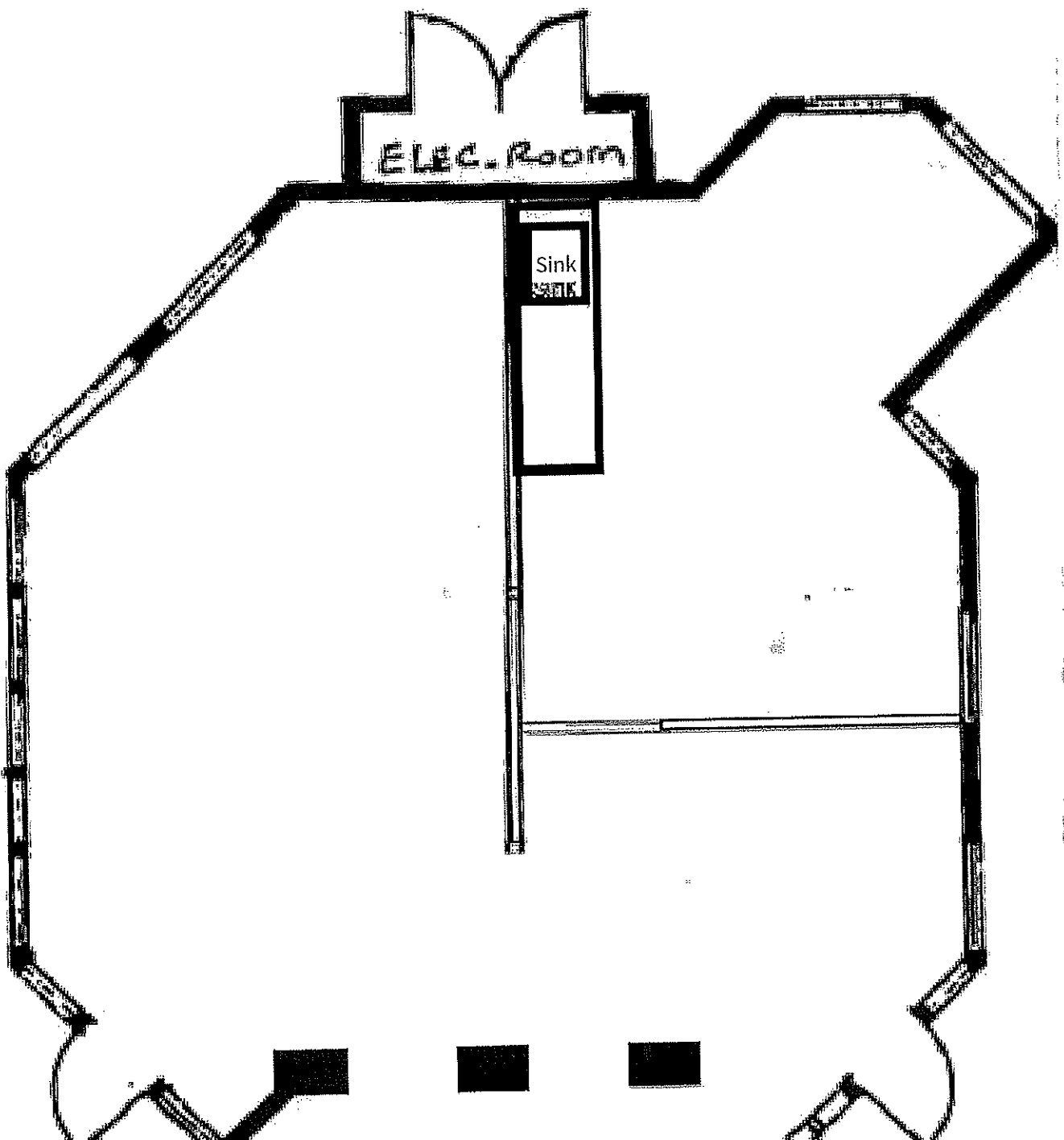


EXHIBIT B-1

LEASE CONFIRMATION  
(First Amendment)

TO: Tenant

DATED: September 2, 2025

Re: Office Lease dated September 7, 2021, as amended by the First Amendment to Office Lease dated September 2, 2025, by and between CITY OF REDONDO BEACH a chartered city and municipal corporation as Landlord, and GungHo Online Entertainment America, Inc. as Tenant (the "Lease") for those premises generally referred to as 127 W. Torrance Blvd., Suite 100, Redondo Beach, CA 90277 and 105 W. Torrance Blvd., Suite 106, Redondo Beach, CA 90277 (the "Premises").

Please acknowledge that the Commencement Date of the First Amendment to Office Lease is September 2, 2025, and that the Expiration Date of the Lease is September 1, 2026.

Very truly yours,

\_\_\_\_\_  
Agent for "Landlord"

Tenant hereby confirms the information set forth above, and further acknowledges that Landlord has fulfilled its obligations under the above-referenced Lease.


  
By: Jan Iwasaki  
Title:

EXHIBIT D-1PARKING FEE SCHEDULE(First Amendment)

Per paragraph 18.4 of the lease and Landlord's standard parking rates in effect at the time and adjustable from time-to-time.

The current parking rates are as follows:

**DAILY RATE**

\$2.00 each hour

**HOLIDAYS AND SPECIAL EVENTS**

July 4th: Flat fee payable upon entry

Other special events may require flat fee payable upon entry (prior notice will be given)

**PARKING FOR THE DISABLED**

Free with approved placards or license plates

**PIER/BOARDWALK EMPLOYEE MONTHLY AND YEARLY PASSES**

Passes are to be purchased by business owners/managers to satisfy employment verification; parking spaces are occupied on a first-come, first-served basis; passes do not guarantee a parking space.

Annual Employee Passes (January 1 - December 31):

- a. Annual Pass - 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **\$35/month or an early discounted rate of \$280.00 if the pass is purchased in January** (Purchases after January 31 will be prorated at the rate of \$35/month times the number of months remaining in the year.)

Summer Season Employee Passes (May 1 - September 30):

- a. Summer Pass - 7 days/week in Pier Parking Structure, Plaza Parking Structure, or Marina Parking Lot: **\$35/month or an early special rate of \$120.00 if the pass is purchased in May** (Purchases after May 31 will be prorated at the rate of \$35/month times the number of months remaining in the summer.)

EXHIBIT F-1

TENANT IMPROVEMENTS  
(First Amendment)

Landlord shall provide \$500.00 (Five Hundred Dollars) to Tenant towards the cost of Tenant's repairs and improvements. Tenant will otherwise take the Premises in As-Is condition.

EXHIBIT G-1**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

CITY OF REDONDO BEACH  
415 Diamond Street  
Redondo Beach, CA 90277  
Attention: City Clerk

No Recording Fee  
Exempt pursuant to Government Code 6103

MEMORANDUM OF AMENDED LEASE

This Memorandum of Lease ("Memorandum") is made and entered into as of September 2, 2025, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter referred to as the "Landlord" and GungHo Online Entertainment America, Inc. a California corporation, hereinafter referred to as "Tenant."

## RECITALS

A. Landlord and Tenant have entered into an Office Lease dated as of September 7, 2021, as amended by a First Amendment to Office Lease dated as of September 2, 2025, (as amended, the "Lease") for certain premises which are located on real property which is legally described in Exhibit A attached hereto and incorporated herein by reference (the "Premises"). Copies of the Lease are available for public inspection at Landlord's office at 415 Diamond Street, Redondo Beach, CA 90277.

B. The Lease, as amended, provides that a short form memorandum of the Lease, as amended, shall be executed and recorded in the Official Records of Los Angeles County, California.

NOW, THEREFORE, the parties hereto certify as follows:

1. Landlord, pursuant to the Lease, as amended by the First Amendment to Office Lease has leased the Premises to the Tenant upon the terms and conditions provided for therein, generally for the purposes of general office use.
2. Unless earlier terminated, the term of the Lease shall expire on September 1, 2026.
3. This Memorandum is not a complete summary of the Lease, and shall not be used to interpret the provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Amended Lease as of the day and year first above written.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

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

ATTEST:

APPROVED AS TO FORM:

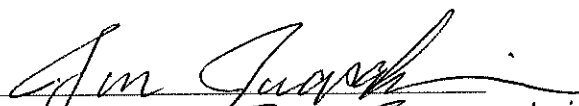
\_\_\_\_\_  
Eleanor Manzano  
City Clerk

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

APPROVED:

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

GungHo Online Entertainment America, Inc.,  
a California corporation

By:   
Its: Jun Iwasaki

**EXHIBIT "A" TO MEMORANDUM OF AMENDED LEASE****LEGAL DESCRIPTION**

The space located at 127 W. Torrance Blvd., Suite 100, Redondo Beach, CA 90277, consisting of 1,180 rentable square feet, and 105 W. Torrance Blvd., Suite 106, Redondo Beach, CA 90277, consisting of approximately 1,005 square feet as more particularly depicted on the attached floor and site plan of the premises.

The Premises are both located on the first floor of a structure at the northwest portion of the office and retail development, a development of approximately 66,000 square feet, situated on top of the Redondo Beach Pier Parking structure, a structure of approximately 520,000 square feet and over 1,000 parking spaces located at the western terminus of Torrance Boulevard in the City of Redondo Beach.





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

State of California }  
County of Los Angeles } ss.

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared, \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

\_\_\_\_\_  
(seal)



# Administrative Report

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H.14., File # 25-1215

Meeting Date: 9/2/2025

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**To: MAYOR AND CITY COUNCIL**

**From: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR**

**TITLE**

APPROVE AN AGREEMENT WITH KOSMONT & ASSOCIATES, INC. FOR REAL ESTATE CONSULTING SERVICES FOR AN AMOUNT NOT TO EXCEED \$50,000 AND THE TERM SEPTEMBER 2, 2025 TO SEPTEMBER 1, 2026

**EXECUTIVE SUMMARY**

The City has maintained an agreement for consulting services with Kosmont & Associates, Inc. (Kosmont) to provide tailored real estate and economic development guidance on an as-needed basis for a number of years. The City's most recent Agreement with Kosmont expired on August 6, 2025. The new Agreement, if approved, would set a not to exceed amount of \$50,000 for on-call consulting services to provide assistance with real estate appraisals and the negotiation of critical lease agreements for City-owned properties. There is no guaranteed expenditure commitment, as Kosmont is paid only for services assigned by the City over the course of the year.

**BACKGROUND**

Kosmont has more than 25 years of consulting experience and the firm's broad professional expertise has been helpful in navigating the broad scope and complexity of ongoing real estate, public finance, and economic development issues in the City. Kosmont initially assisted the City with the preparation of two key documents: the Pier & Harbor Asset Management Plan (2007) and the Harbor Enterprise Business Plan (2010), which have served as the foundation for real estate activities within King Harbor. In addition, Kosmont has served as the City's advisor during the reacquisition of several large leaseholds; advised the City on the waterfront revitalization effort; provided transaction support for the development of the Marine Avenue hotels; and served as advisor for the proposed reuse of the AES site. Over the most recent 12-month Agreement with Kosmont, the City expended \$31,000 for as-needed services.

After reviewing potential real estate work in the coming year, staff is recommending the City Council approve a new, one-year Agreement with Kosmont for a not to exceed amount of \$50,000. Kosmont's services are expected to assist the City in preparing a Request for Proposals for the Fun Factory site, evaluating options for the Gold's Gym vacancy (including potential land swap, sale, or other reuse), and conducting real estate appraisals on an as needed basis.

Similar to the prior agreement, staff members have successfully negotiated and included in the new agreement, a ten percent reduction in hourly rates from Kosmont's typical rate sheet. In addition,

there are no increases to the associated administrative fees for out-of-pocket expenses, postage, copies, market data, etc., which remain at the previous rate of 4 percent.

**COORDINATION**

The Waterfront and Economic Development Department collaborated with the City Attorney's Office to prepare the Agreement. The City Attorney's Office has approved the Agreement as to form.

**FISCAL IMPACT**

Funding for the Agreement is included in the Waterfront and Economic Development Department's FY 2025-26 Budget.

**APPROVED BY:**

*Mike Witzansky, City Manager*

**ATTACHMENTS**

- Agmt - Kosmont & Associates, Inc., with Insurance
- Agmt - Previous Agreement with Kosmont & Associates, Inc., August 6, 2024

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND KOSMONT & ASSOCIATES, INC. DBA KOSMONT COMPANIES**

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

The parties hereby agree as follows:

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

\* \* \* \* \*

**GENERAL PROVISIONS**

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

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

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

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

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

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

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



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

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

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

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

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

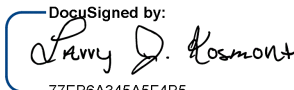
*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 2nd day of September, 2025.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

KOSMONT & ASSOCIATES, INC.,  
a California corporation dba Kosmont  
Companies

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

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Larry J. Kosmont  
Title: Chairman & CEO

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

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

## **EXHIBIT "A"**

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

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

Upon express written request by, and as needed, in the discretion of the City, the Consultant shall provide the following services.

#### **A. Leasing marketing services and assistance with negotiation of leasing agreements for critical city-owned properties.**

- Upon the City's request, Consultant shall provide leasing support for city-owned properties, including but not limited to, assistance with marketing for future tenants and evaluation and negotiation of existing and potential future leaseholds.

#### **B. Real Estate Appraisal Services as needed.**

- Upon the City's request, Consultant shall provide real estate advisory appraisal services as well as property title and historic analysis.

It is understood that this is not an open-ended fee agreement. Specifically, before Consultant, or any of its' related entities, provide any of the services listed above, or any other commission-based services to the City, Consultant must first obtain express written approval from the City Manager or the Waterfront & Economic Development Director, and if requested, an estimated budget, for the specific task to be performed. Failure to obtain prior express written approval from the City Manager or Waterfront & Economic Development Director will result in non-payment of invoices associated with the services. Related entities include, but are not limited to, Kosmont Realty Corporation.

## **EXHIBIT "B"**

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

Term. This Agreement shall commence on September 2, 2025 and shall continue until September 1, 2026, unless otherwise terminated as provided herein.

## EXHIBIT "C"

### COMPENSATION

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

1. **AMOUNT.** Consultant shall be paid in accordance with the attached rate and expense schedule. In no event, shall the total amount paid to Consultant exceed \$50,000.
2. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must provide hourly rate, staff title, description of services performed, date of service, itemized expenses, and attached receipts of the expenses. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** Monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that services are completed to the City's full satisfaction.
4. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Kosmont & Associates, Inc.  
1601 N. Sepulveda Blvd. #382  
Manhattan Beach, CA 90266  
Attention: Larry Kosmont

City: City of Redondo Beach  
Waterfront and Economic Development  
415 Diamond Street  
Redondo Beach, CA 90277

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

## 2025 Public Agency Fee Schedule

### **Professional Services**

Chairman & CEO	\$475/hour
President	\$385/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	\$355/hour
Vice President/Project Advisor	\$265/hour
Senior Project Analyst	\$185/hour
Project Analyst/Project Research	\$175/hour
Assistant Project Analyst/Assistant Project Manager	\$150/hour
Project Promotion/Graphics/GIS Mapping Services	\$85/hour
Clerical Support	\$75/hour

### **Additional Expenses**

In addition to professional services (labor fees):

1. An administrative fee for in-house copy, fax, copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus
2. Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost. Travel costs shall be reasonable and approved in advance by City.
3. Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
4. If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
5. Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this schedule.

### **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

*Rates Effective until December 31, 2025. For and during the term of the subject Agreement, the above referenced rates in each category will be increased, effective January 1, 2026, and annually thereafter, to reflect the adjustment in the CPI (U.S. Dept. of Labor, Bureau of Labor Statistics) All Cities Average Consumer Price Index for the prior year. As an example, the US City Average Consumer Price Index (CPI-U) for January 2025 was 317.671, representing a change of **3.0 percent** over the index for January 2024.*



## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONSULTANTS

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

#### Deductibles and Self-Insured Retentions

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

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

#### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A.** The following is added to Section **C. WHO IS AN INSURED:**

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE.** How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.**

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### **7. Transfer Of Rights Of Recovery Against Others To Us**

##### **a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

##### **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

#### **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
  - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
  - a. Injury;
  - b. Sickness; or
  - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2025

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Rick Powell	
Rick Powell Insurance Agency, LLC		<b>PHONE (A/C, No, Ext):</b> (818) 861-7440	<b>FAX (A/C, No):</b>
3500 West Olive Ave. Suite 300		<b>E-MAIL ADDRESS:</b> rick@insurance4ca.com	
Burbank CA 91505		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> HISCOX INS CO INC	<b>NAIC #</b> 10200
<b>INSURED</b>		<b>INSURER B:</b>	
Kosmont & Associates, Inc. dba Kosmont Companies		<b>INSURER C:</b>	
1601 N SEPULVEDA BLVD, Unit # 382		<b>INSURER D:</b>	
MANHATTAN BEACH CA 90266		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	<b>EXCESS LIAB</b>							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Errors and Omissions			MPL1425837.25	03/15/2025	03/15/2026	Per Claim	2,000,000
							Aggregate	2,000,000

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Redondo Beach	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attn: Risk Manager	AUTHORIZED REPRESENTATIVE
415 Diamond Street	<i>Rick Powell</i>
Redondo Beach CA 90277	

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**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND KOSMONT & ASSOCIATES, INC. DBA KOSMONT COMPANIES**

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

The parties hereby agree as follows:

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

\* \* \* \* \*

**GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

*SIGNATURES FOLLOW ON NEXT PAGE*

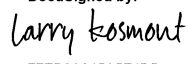


IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 6th day of August, 2024.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

KOSMONT & ASSOCIATES, INC.,  
a California corporation dba Kosmont  
Companies

DocuSigned by:  
  
6BCC0853B8F644F1...  
James A. Light, Mayor

DocuSigned by:  
  
77EB6A345A5F4B5...  
By: Larry Kosmont  
Name: Larry Kosmont  
Title: CEO

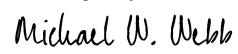
ATTEST:

APPROVED:

DocuSigned by:  
  
72F2AC716C214CF...  
Eleanor Manzano, City Clerk

DocuSigned by:  
  
ABED8CF35EEF48C...  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:  
  
669049EDE03D402...  
Michael W. Webb, City Attorney

## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### CONSULTANT'S DUTIES

Upon express written request by, and as needed in the discretion of, the City, the Consultant shall provide the following services.

#### **A. Leasing marketing services and assistance with negotiation of leasing agreements for critical city-owned properties.**

- Upon the City's request, Consultant shall provide leasing support for city-owned properties, including but not limited to, assistance with marketing for future tenants and evaluation and negotiation of existing and potential future leaseholds.

#### **B. Real Estate Appraisal Services as needed.**

- Upon the City's request, Consultant shall provide real estate advisory appraisal services as well as property title and historic analysis.

It is understood that this is not an open-ended fee agreement. Specifically, before Consultant, or any of its' related entities, provide any of the services listed above, or any other commission-based services to the City, Consultant must first obtain express written approval from the City Manager or the Waterfront & Economic Development Director, and if requested, an estimated budget, for the specific task to be performed. Failure to obtain prior express written approval from the City Manager or Waterfront & Economic Development Director will result in non-payment of invoices associated with the services. Related entities include, but are not limited to, Kosmont Realty Corporation.

## **EXHIBIT "B"**

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

Term. This Agreement shall commence on August 7<sup>th</sup>, 2024 and shall continue until August 6<sup>th</sup>, 2025, unless otherwise terminated as provided herein.

**EXHIBIT "C"**  
**COMPENSATION**

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

1. **AMOUNT.** Consultant shall be paid in accordance with the attached rate and expense schedule. In no event, shall the total amount paid to Consultant exceed \$50,000.
2. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must provide hourly rate, staff title, description of services performed, date of service, itemized expenses, and attached receipts of the expenses. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** Monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that services are completed to the City's full satisfaction.
4. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Kosmont & Associates, Inc.  
1601 N. Sepulveda Blvd. #382  
Manhattan Beach, CA 90266  
Attention: Larry Kosmont

City: City of Redondo Beach  
Waterfront and Economic Development  
415 Diamond Street  
Redondo Beach, CA 90277

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

certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

**Kosmont Companies**

**2024 Public Agency Fee Schedule**

**Professional Services**

Chairman & CEO	\$430/hour
President	\$355/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	\$335/hour
Vice President/Project Advisor	\$225/hour
Senior Project Analyst	\$175/hour
Project Analyst/Project Research	\$155/hour
Assistant Project Analyst/Assistant Project Manager	\$135/hour
Project Promotion/Graphics/GIS Mapping Services	\$85/hour
Clerical Support	\$70/hour

**Additional Expenses**

In addition to professional services (labor fees):

An **administrative fee** for in-house copy, fax, copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus

1. **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
2. **Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.**
3. If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
4. Consultant's **attendance or participation at any public meeting**, whether such participation is in person, digital, video and/or telephonic (e.g., City Council, Planning Commission, Public Agency Board, other) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this schedule.

**Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONSULTANTS

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

#### Deductibles and Self-Insured Retentions

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

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

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

#### Additional Insured Endorsement:

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

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

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

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

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

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

### Acceptability of Insurers

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

#### Verification of Coverage

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

#### Subcontractors

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

#### Risk Management

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





## BUSINESS LIABILITY COVERAGE FORM

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

**BUSINESS LIABILITY COVERAGE FORM**

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1171322

DATE (MM/DD/YYYY)

6/18/2024

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

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

<b>PRODUCER</b> Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	<b>CONTACT NAME:</b> 888-828-8365	
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> INSPERITYCERTS@LOCKTONAFFINITY.COM	
<b>INSURED</b> KOSMONT & ASSOCIATES, INC. 2301 ROSECRANS AVE STE 4140 EL SEGUNDO, CA 90245-4966	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Indemnity Insurance Co. of North America	43575
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

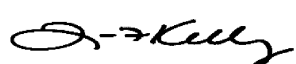
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	C55819610	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF REDONDO BEACH 415 DIAMOND STREET REDONDO BEACH, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2024

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

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

<b>PRODUCER</b> Rick Powell Insurance Agency, LLC 3500 West Olive Ave. Suite 300  Burbank CA 91505	<b>CONTACT NAME:</b> Rick Powell <b>PHONE (A/C, No, Ext):</b> (818) 861-7440 <b>E-MAIL ADDRESS:</b> rick@insurance4ca.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> HISCOX INS CO INC	<b>NAIC #</b> 10200
<b>INSURED</b> Kosmont & Associates, Inc. dba Kosmont Companies 1601 N SEPULVEDA BLVD # 382  MANHATTAN BEACH CA 90266	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Errors and Omissions			MPL1425837.24	03/15/2024	03/15/2025	Per Claim	2,000,000
							Aggregate	2,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Redondo Beach  Attn: Risk Manager 415 Diamond Street Redondo Beach CA 90277	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> Rick Powell
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# Administrative Report

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H.15., File # 25-1217

Meeting Date: 9/2/2025

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**To:** MAYOR AND CITY COUNCIL

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

**TITLE**

APPROVE A LEGAL SERVICES AGREEMENT WITH COVINGTON & BURLING, LLP FOR LEGAL SERVICES

**EXECUTIVE SUMMARY**

This Agreement for Legal Services with Covington & Burling LLP will allow Abigail O'Brien to continue to represent the City in Bankruptcy matters.

**BACKGROUND**

The City Attorney's office maintains a list of approved law firms and attorneys from which to select when special expertise is required on legal matters.

Attorney Abigail O'Brien was representing the City of Redondo Beach on Bankruptcy matters when she was employed at the law firm of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. Starting January 1, 2024, Ms. O'Brien moved to the law firm of Covington & Burling LLP. On April 2, 2024, the City entered into an Agreement for Legal Services, which terminated on December 31, 2024. Ms. O'Brien provided services to the City during the period of January 1, 2025 through September 2, 2025.

This Agreement would allow Abigail O'Brien to continue her representation of the City of Redondo Beach on a complex Bankruptcy matter.

**COORDINATION**

The Agreement has been approved by Covington & Burling LLP and has been approved as to form by the City Attorney's Office.

**FISCAL IMPACT**

In 2024, Covington & Burling LLP offered a blended rate of \$760 an hour. They allowed to use this rate because it was the same fee structured used by Ms. O'Brien's former firm. Covington and Burling LLP is now requesting a fee increase to a blended rate of \$1,095. Ms. O'Brien's standard billing rate is \$1,525 and Julia Philips Roth, a senior associate who has been another primary timekeeper, has a standard rate of \$1,215 per hour. The new blended rate of \$1,095 would be approximately 28% below Ms. O'Brien's standard rate and approximately 10% below Ms. Roth's standard rate.

Submitted by:

*Joy A. Ford, City Attorney*

**ATTACHMENTS**

- Agreement



## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made this 2<sup>nd</sup> day of September 2025, by the CITY OF REDONDO BEACH, a municipal corporation, ("CITY"), and COVINGTON & BURLING LLP ("ATTORNEY").

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement for Legal Services ("Agreement") is entered into pursuant to Redondo Beach City Council authorization on September 2<sup>nd</sup>, 2025.
2. The CITY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
3. The CITY and ATTORNEY entered into an Agreement for Legal Services dated April 2, 2024 and which terminated on December 31, 2024.
4. ATTORNEY provided services to CITY during the period of January 1, 2025 through September 2, 2025.
5. The CITY and ATTORNEY desire to enter into this new Agreement upon the terms and conditions herein.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from January 1, 2025 and until December 31, 2025, unless terminated earlier pursuant to Section 3.5.
2. **Services to be Provided.**
  - 2.1 **Services.** The services to be performed by ATTORNEY shall consist of the following: Legal Services as assigned by the City Attorney's Office with respect to the chapter 11 bankruptcy case captioned *In re 9300 Wilshire, LLC*, Bankr. C.D. Cal. case no. 2:23-bk-10918-VZ (the "REPRESENTATION").
  - 2.2 **Client.** CITY shall be ATTORNEY'S client in this representation, and not any of the CITY'S related parties.
3. **Compensation.** ATTORNEY shall be compensated as follows:

- 3.1 Amount. \$1095 per hour. This is a blended rate. Abigail O'Brient will be the primary attorney performing legal services pursuant to this Agreement but she is authorized to use other members of the firm to assist her in this work. Compensation under this Agreement shall be paid only for assigned work and after approval of hourly billing statement by the City Attorney. If CITY engages ATTORNEY to continue the REPRESENTATION after December 31, 2025, the CITY and ATTORNEY shall negotiate in good faith regarding ATTORNEY'S compensation commencing on January 1, 2026 and an amendment to this Agreement must be agreed to by both parties and approved by the City Council.
- 3.2 Payment. For work performed under this Agreement, payment shall be made per monthly invoice. Payment of ATTORNEY'S invoices in full is due within 30 days of receipt. If any statement remains unpaid for more than 60 days, CITY agrees that ATTORNEY will have the right to cease performing services until satisfactory arrangements have been made for payment of outstanding statements and payment of future statements.
- 3.3 Expenses and Records of Expenses. ATTORNEY shall keep accurate records of time and expenses. These records will be made available to CITY. ATTORNEY's invoices may include charges for support services incurred on CITY'S behalf, such as printing, duplicating, transcripts, computer research, telecommunications, any secretarial overtime attributable to CITY'S special needs, mail, deliveries and the like, as well as out-of-pocket costs, such as travel. If substantial third-party payments (such as co-counsel fees, expert fees, special studies, transcripts, or any single charge of more than \$1,000) are required, ATTORNEY reserves the right to forward the charge to CITY for CITY to pay directly, or to ask CITY to advance to ATTORNEY funds sufficient to allow ATTORNEY to pay the charge on CITY'S behalf.
- 3.4 Hours. No specific number of hours of work is guaranteed. It is expected that Attorney's services will be on an as needed basis depending upon the work load.
- 3.5 Termination. CITY and ATTORNEY shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice.

4. **Insurance Requirements.**

- 4.1 Workers' Compensation Insurance. ATTORNEY shall maintain Workers' Compensation Insurance where applicable.
- 4.2 Insurance Amounts. ATTORNEY is not authorized to drive an automobile

for the CITY or on CITY business.

- 4.3 **Malpractice Insurance.** ATTORNEY shall maintain malpractice insurance as agreed between CITY and ATTORNEY.
5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.
6. **Non-Liability of Partners of ATTORNEY.** ATTORNEY is a limited liability partnership organized under the laws of the District of Columbia. Under this form of partnership, a partner's personal assets are not subject to claims against ATTORNEY (and other partners) based on contracts, professional negligence or other liability unless the partner is personally liable based on his or her own conduct.
7. **Non-Discrimination.** ATTORNEY covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
8. **Independent Contractor.** It is agreed to that ATTORNEY shall work as an independent contractor and not as employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
9. **Compliance with Law.** ATTORNEY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
10. **Ownership of Work Product.** All documents or other information developed or received by ATTORNEY in the course and scope of work for the City shall be the property of CITY. ATTORNEY shall provide CITY with copies of these items upon demand or upon termination of this Agreement. ATTORNEY retains ownership of and may re-use ATTORNEY's own know-how and precedents even if used or generated for ATTORNEY's representation of CITY, subject to ATTORNEY's professional ethical obligations to CITY.
11. **Conflict of Interest and Reporting.**
  - 11.1 ATTORNEY shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement. ATTORNEY agrees to complete and file a California State Form 730 disclosure statement if required by the City Attorney.
  - 11.2 CITY consents and agrees that ATTORNEY may be adverse to CITY on behalf of other clients in matters that are not substantially related to the REPRESENTATION or to any additional matter we may undertake on CITY'S behalf in the future. ATTORNEY might be adverse to CITY in

litigation, intellectual property matters (including patent litigation), transactional matters, counseling, matters involving administrative agencies, lobbying and other legislative matters, or any other type of matter so long as the matter is not substantially related to work ATTORNEY has performed for CITY. If there are parties adverse to CITY in the REPRESENTATION, it is possible that those adverse parties will have need for counsel in matters that are not adverse to CITY and which do not have a substantial relationship to the REPRESENTATION. Even though ATTORNEY would, as a result, receive some fee income from CITY'S adversary, CITY consents to ATTORNEY'S representing such parties in such matters. ATTORNEY commits to continued zealous representation of CITY'S interests in the REPRESENTATION notwithstanding any fee income ATTORNEY may receive from CITY'S adversary.

12. **Electronic Devices.** CITY and ATTORNEY may use electronic devices and Internet services to communicate with each other and forward documents, notwithstanding some risk that such communications may be intercepted by and disclosed to unauthorized parties. CITY agrees that the benefits of such technology outweigh the risks of unauthorized disclosure.
13. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.
  - a. Address of ATTORNEY is as follows:  
Covington & Burling LLP  
Attention: Abigail O'Brient  
1999 Avenue of the Stars  
Los Angeles, CA 90067-4643
  - b. Address of CITY is as follows:  
City Attorney's Office  
415 Diamond Street  
Redondo Beach, California 90277
14. **Licenses, Permits, and Fees.** ATTORNEY shall maintain a current **California State Bar License**, and all permits, fees, or licenses as may be required by this Agreement.
15. **Familiarity with Work.** By executing this Agreement, ATTORNEY warrants that: (1) he has investigated the work to be performed, (2) he has investigated the site of the work and is aware of all conditions there; and (3) he understands the difficulties and restrictions of the work under this Agreement. Should ATTORNEY discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at ATTORNEY'S risk, until instructions are received from



# Administrative Report

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H.16., File # 25-1218

Meeting Date: 9/2/2025

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**To:** MAYOR AND CITY COUNCIL  
**From:** JOY A. FORD, CITY ATTORNEY

## **TITLE**

RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO \$25,000

## **EXECUTIVE SUMMARY**

Pursuant to Redondo Beach Municipal Code Section 2-11.05, the City Attorney or a representative shall be authorized, pursuant to Section 935.4 of the Government Code of the State, with the power and authority to adjust, compromise, or settle any type of claim against the City in an amount up to, but not to exceed, \$25,000.

## **BACKGROUND**

The City Attorney's office authorized the following settlements:

Liability claim case for David Ahn in the amount of \$7,467.40.

## **COORDINATION**

The City Attorney's Office coordinated with the Department of Human Resources in connection with the preparation of this report.

## **FISCAL IMPACT**

Settlements are paid out of the City's self-insurance fund.

Submitted by:

*Joy A. Ford, City Attorney*



# Administrative Report

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J.1., File # 25-1201

Meeting Date: 9/2/2025

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**TITLE**

*For eComments and Emails Received from the Public*



# Administrative Report

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N.1., File # 25-1224

Meeting Date: 9/2/2025

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**To: MAYOR AND CITY COUNCIL**

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

## **TITLE**

DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S EFFORTS TO UTILIZE GRANT FUNDING TO PROCURE A MENTAL HEALTH CLINICIAN TO PROVIDE A TARGETED RESPONSE TO MENTAL HEALTH-RELATED INCIDENTS IN THE CITY

## **EXECUTIVE SUMMARY**

On April 29, 2025, the Mayor and City Council held a Strategic Planning Session and discussed strengthening the City's Mental Health Response and Community Support Systems (Goal 2.2.) A report was requested on the City's efforts to utilize grant funding to procure a mental health clinician to provide a targeted response to mental health-related incidents in the City (No. 21). The City Attorney's Office looked at several options in developing an Alternative Crisis Response (ACR) program, including reaching out to Clear Recovery Center (Clear). Clear has agreed to provide an ACR team, and the City Attorney's Office is currently finalizing terms of an agreement with Clear.

## **BACKGROUND**

An Alternative Crisis Response (ACR) is designed to approach non-violent, mental and behavioral health service calls by offering trauma-informed care, crisis de-escalation, in person intervention and transport to immediate behavioral health services. Physical health, behavioral health, and substance use professionals can provide intensive whole-person healthcare services in episodes of crisis, with goals of reducing the amount of hospital and emergency room visits as well as fire and police department involvement.

The City Council approved a Mental Health Clinician as part of the FY 2023-2024 budget adoption process on the condition that grants were identified for funding. On April 9, 2024 the Mayor and City Council approved an agreement with Health Net to accept grant funds for an ACR program. Since then, the City has taken many steps towards developing our ACR program and have been met with several obstacles. The City Attorney's Office had a number of meetings with the Department of Mental Health (DMH) to contract for a dedicated mental health clinician for the City of Redondo Beach. After several months of meetings and an exchange of emails back and forth, DMH ultimately informed us that they did not have the personnel to fill this position and declined partnering with the City. There were also discussions with the Beach Cities Health District (BCHD), which resulted in grant funds for the City's homeless response program. Those funds were not enough for a licensed clinician, and were only funded by BCHD for two years. The City considered contracting with a third-

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party service provider such as the Los Angeles Centers for Alcohol & Drug Abuse (L.A. CADA), who is contracted by the City of Hermosa Beach for their ACR team. However, such service providers are also having difficulty hiring mental health clinicians, and L.A. CADA stopped communicating with the City Attorney's Office after meeting and a number of emails. The City Attorney's Office evaluated the feasibility of retaining a clinician as a city employee with the assistance of outside legal counsel with expertise in this field. That included reviewing factors such as potential police accompaniment, adequate insurance and malpractice coverage, potential healthcare regulatory oversight, compliance with privacy laws and situational awareness training, which all complicates the option of employing a mental health clinician. In addition, the Health Net grant is only one-time funding, so it would be impossible to hire a clinician for only one year when they are in such high demand. The City Attorney's Office reached out to Clear because Clear has provided mental health and substance abuse services to participants in Homeless Court since 2019.

Clear is a South Bay based mental health and substance abuse treatment provider that provides a full continuum of care. Their treatment is individualized, evidence-based and age specific in order to give their clients the best possible chance at long term recovery. They pride themselves on their expert clinical team who is highly skilled in the latest in evidence-based treatments and therapies.

For the past five years, the City Attorney's Office has partnered with Clear for mental health and substance abuse services for participants in Homeless Court. Ron White provides one-on-one and group therapy for individualized client-centered need and goals as well as individual care management for like skill training. The City Attorney's Office thought expanding this partnership to develop an ACR would benefit the City given the great work Clear has provided in the past.

Councilmember Paige Kaluderovic set up a meeting with one of Clear's board members, Martha Koo, and staff members on July 30. Clear has agreed to put together an ACR team and provide a licensed therapist, a counselor and Project Director. Clear is finalizing the scope of work for the agreement within the grant parameters and the City Attorney's Office hopes to bring an agreement for approval to the Mayor and City Council at the next City Council meeting.

Councilmember Kaluderovic and Fire Division Chief Issac Yang also met with BCHD who is offering office space for the ACR team.

During the Strategic Planning Session, the Mayor and City Council also discussed exploring a partnership with Hermosa Beach (No. 22). Hermosa Beach's ACR team will be expiring on September 30. The Hermosa Beach Interim City Manager and his staff has agreed to partnering with Redondo Beach in a joint ACR team. This partnership will be an example to other cities on how an ACR team can work throughout multiple cities, which is something the South Bay Cities Council of Governments (SBCCOG) prioritizes.

The City Attorney's Office is in discussion with the SBCCOG about funding to expand and continue the ACR team after the Health Net grant expires. The SBCCOG is in the process of awarding contracts with new Measure A Local Solution Funds. The SBCCOG indicated that additional funding for an ACR program would be much more attainable through the use of Measure A funding if both cities worked collaboratively on this project. The County would be more inclined to fund a program that covers two cities instead of one.



**COORDINATION**

The City Attorney's Office coordinated with Clear and the SBCCOG in connection with the preparation of this report.

**FISCAL IMPACT**

Funding is available from the Health Net grant.

Submitted by:

*Joy A. Ford, City Attorney*



# Administrative Report

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P.1., File # 25-1125

Meeting Date: 9/2/2025

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To: MAYOR AND CITY COUNCIL

From: JAMES A. LIGHT, MAYOR  
LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

## TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING CHANGES TO THE RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS, REDONDO BEACH MUNICIPAL CODES RELATED TO CITY BOARDS AND COMMISSIONS, AND THE POSSIBLE CREATION OF AN ON-CALL POLICE, FIRE, AND HOMELESS SERVICES COMMISSION

REVIEW AND PROVIDE DIRECTION ON THE DRAFT RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS, INCLUDING UPDATES TO MEETING AGENDAS AND SCRIPTS FOR MEETING CHAIRS TO ADDRESS DISRUPTIONS TO PUBLIC MEETINGS

REVIEW AND PROVIDE DIRECTION ON THE DRAFT ORDINANCES TO UPDATE THE REDONDO BEACH MUNICIPAL CODE RELATED TO THE UNIFORM REGULATIONS OF COMMISSIONS, PUBLIC WORKS, TRAFFIC, SAFETY, AND SUSTAINABILITY COMMISSION, HARBOR COMMISSION, PLANNING COMMISSION, BUDGET AND FINANCE COMMISSION, CULTURAL ARTS COMMISSION, PUBLIC AMENITIES COMMISSION, AND HISTORIC RESOURCES PRESERVATION

REVIEW AND PROVIDE DIRECTION ON THE POSSIBLE CREATION OF ON-CALL POLICE, FIRE, AND HOMELESS SERVICES COMMISSION

## EXECUTIVE SUMMARY

At the April 1, 2025 City Council meeting, Mayor Light volunteered to draft an updated meeting code of conduct for review and consideration by the City Council. At the time, the Council was focused on potential changes related to the conduct of Commissioners and the specific role each Commission serves in the City. During discussion of the item, outgoing City Attorney Mike Webb provided a briefing that pointed out the City Council had not formally adopted procedural standards for the conduct of meetings. He recommended tailoring Rosenberg's Rules of Order as a potential solution. As the Mayor's volunteer drafting of the rules progressed, additional source documents were identified that had conflicting information, were outdated, or had never been formally adopted by the Council.

The draft documents provided to Council as part of this item seek to address policy concerns, the lack of comprehensive procedural rules, inconsistencies in related ordinances, and previous draft recommendations from staff that were never acted upon. These drafts were circulated to the City

Attorney's Office, City Clerk's Office, and the appropriate liaison Departments for review prior to being provided to the City Council.

This item serves as an opportunity to introduce these documents for Council discussion and to gather feedback prior to agendizing the items for consideration of approval. Changes to the Redondo Beach Municipal Code (RBMC) would be made via ordinance. Final adoption of the changes would require at least two more meetings to allow for introduction and second reading of the ordinance, with any adopted changes taking effect 30 days thereafter. Ideally, the resulting ordinances would be finalized and adopted prior to Commissioner trainings, which are scheduled to take place in October and November.

This item contains a number of items for City Council consideration, including:

- New Draft Rules of Conduct and Decorum for City Council and Commission Meetings
  - Model Agenda for City Council and Commission Meetings
  - 1 Scripts for Chairs to address disruptions to public meetings
- Draft Ordinances to amend, add, and delete Redondo Beach Municipal Code (RBMC)  
Sections related to:
  - Uniform Regulation of Commissions
  - 1 Public Works, Traffic, Safety, And Sustainability Commission
  - 2 Harbor Commission
  - 3 Planning Commission
  - 4 Budget and Finance Commission
  - 5 Cultural Arts Commission
  - 6 Public Amenities Commission
  - 7 Historic Resources Preservation
- A Draft Ordinance related to the creation of an on-call Police, Fire, and Homeless Services Commission

Staff recommends that the City Council discuss, provide input, and consider action on the above items.

### **BACKGROUND**

The "Rules of Conduct for the City Council" were last updated in April 2022. Through the 2022 strategic planning process the Council added an objective to review the Code of Conduct for Commissioners and present recommendations to the City Council. No action was ultimately taken to change the Rules of Conduct.

At the March 2023 Strategic Planning meeting, the Council updated the objective to "update the Code of Conduct Policy for City Council and Commissioners...and present the revised policy to City Council for consideration and approval." Subsequent to the establishment of this objective, the Council expressed concerns with three main items:

- City Council and Commissioner civility
- Definitively bounding the scope of commissions
- Establishing the means to control public disruptions

On April 1, 2025, the former City Attorney, Michael W. Webb, advised that the City Council never adopted comprehensive rules for the conduct of public meetings. Thus, when the Council asked for procedural guidance, the City Attorney could only opine on how the Council acted historically, or based on common procedural rules that were never formally adopted. The City Attorney closed with the recommendation to pursue the adoption of a tailored version of Rosenberg's Rules of Order, with Mayor Light volunteering to lead the drafting effort.

While researching the item, multiple resources were provided that impacted the final recommendations. These included:

- The existing Rules of Conduct for City Council Meetings
- The Commissioner Handbook
- The Municipal Code and Charter
- The Agenda Instructions
- Several documents previously generated by staff but never acted upon
- City of Gardena scripts related to dealing with unruly members of the public
- Rosenberg's Rules of Order

The Project Objectives are depicted in first column of Figure 1 and the Existing Documentation is depicted in the second column.

### *Figure 1: Tasking Overview*

Mayor Light subsequently made efforts to address each project objective. During this process, the existing documentation was found to contain some conflicting, or outdated, information, and some of Council's Project Objectives were not addressed.

As a result, the task expanded to ensure that all of the policy documents were aligned and complimentary and that new policies were defined to address the stated objectives. The resulting Recommendations (Column 3 of Figure 1) and documentation includes:

- Updates to and expansion of the Rules of Conduct embodied in the draft "City Council Rules of Conduct and Decorum," which includes the conduct of Commissioners and members of the public
- A draft update to the standard Agenda that includes additional Rules of Conduct for members of the public
- Scripts to address situations with disruptive members of the public
- Recommended updates to the RBMC

As the project progressed, several recommendations required immediate action by the City Council to align with the commencement of the Commissioner appointment process in June of 2025. As a result, the Council has already acted to enact recommended changes to the Youth Commission and to dissolve the Public Safety Commission. The expanded draft Rules for Public Participation have been posted at each City Council meeting. The Mayor has also utilized draft scripts to introduce and define the steps that should be taken when members of the public are disruptive. These rules and

scripts were reviewed by the Police Chief, the City Attorney, and the City Manager prior to public posting and can be amended by the City Council as part of this item, if desired.

As a result of the disbandment of the Public Safety Commission, the Mayor added the safety related tasks brought up by the Council during their deliberations on the matter to the scope of the amended ordinance for the Public Works and Safety Commission. It should be noted that this does not preempt the Council referral to consider establishing an on-call Police, Fire, and Homeless Services Commission.

The documents before the Council for discussion have undergone review by the City Attorney's Office and appropriate commission liaisons. They are now being presented to the Council for review and direction, with formal consideration of approval and adoption taking place at subsequent meetings. In addition to providing input on the draft documents, the Mayor is asking the City Council to provide guidance on the following items:

- Start times for Closed Session and Open Session Meetings
- Appropriate metric for Commissioner attendance (4 absences over the preceding 12-month period is currently included)
- Council's desire to allow for continued electronic public participation

Lastly, on July 8, 2025, the Council approved a referral to staff to agendize a discussion item regarding the possible creation of an on-call Police, Fire, and Homeless Services Commission. The referral indicated the Commission would be narrowly tailored to consider only issues that are substantively impacting the quality of life, public safety, or privacy of the community. The Commission would meet on an as-needed, on-call basis, to address issues that are referred for their consideration by the respective City Department Heads and the City Council. A draft ordinance pertaining to the Commission is attached for consideration.

### **COORDINATION**

The drafted documents were coordinated with the City Manager's Office, the City Attorney's Office, and the applicable Commission liaisons.

### **FISCAL IMPACT**

There is no fiscal impact associated with the proposed changes.

### **APPROVED BY:**

*Mike Witzansky, City Manager*

### **ATTACHMENTS**

- Draft City Council Rules of Conduct and Decorum
  - Appendix A - Draft Agenda
  - 1 Appendix B - Draft Scripts for Disruptive Members of the Public
- Draft Ord - Amending Title 2, Chapter 9, Article 1, Sections 2-9.100, 2-9.101, 2-9.102, 2-9.103, and 2-9.107, and Adding Sections 2-9.110 and 2-9.111 and Deleting in its Entirety Section 2-9.108 Pertaining to Uniform Regulations Of Commissions
- 1 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 1, Sections 2-9.100, 2-9.101, 2-9.102, 2-9.103, 2-9.107, and 2-9.108 Pertaining to the Uniform Regulations of Commissions

- 2 Draft Ord - Amending Title 2, Chapter 9, Article 4, Sections 2-9.401, 2-9.402, and 2-9.403 Pertaining to the Public Works, Traffic Safety, and Sustainability Commission
- 3 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 4, Sections 2-9.401, 2-9.402, and 2-9.403 Pertaining to the Public Works and Sustainability Commission
- 4 Draft Ord - Amending Title 2, Chapter 9, Article 7, Sections 2-9.702 and Amending Sections 2-9.704 and 2-9.709 and Renumbering to 2-9.703 and 2-9.704 Respectively, and Deleting Sections 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709 and 2-9.712 and Renumbering Sections 2-9.710 to 2-9.705; 2-9.711 to 2-9.706; and 2-9.714 To 2-9.707 Pertaining to the Harbor Commission
- 5 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 7, Sections 2-9.702, 2-9.704, 2-9.709, 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709 and 2-9.712 Pertaining to the Harbor Commission
- 6 Draft Ord - Amending Title 2, Chapter 9, Article 10, Sections 2-9.1002 and 2-9.1003 Pertaining to the Planning Commission
  - RBMC - Existing Code Sections - Title 2, Chapter 9, Article 10, Sections 2-9.1002 and 2-9.1003 Pertaining to the Planning Commission
  - Draft Ord - Amending Title 2, Chapter 9, Article 13, Sections 2-9.1301 and 2-9.1302 Pertaining to the Budget And Finance Commission
  - RBMC - Existing Code Sections - Title 2, Chapter 9, Article 13, Sections 2-9.1301 and 2-9.1302 Pertaining to the Budget And Finance Commission
  - Draft Ord - Amending Title 2, Chapter 9, Article 14, Sections 2-9.1402 and 2-9.1403 Pertaining to the Cultural Arts Commission
- 1 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 14, Sections 2-9.1402 and 2-9.1403 Pertaining to the Cultural Arts Commission
- 2 Draft Ord - Amending Title 2, Chapter 9, Article 15, Sections 2-9.1502 and 2-9.1503 Pertaining to the Public Amenities Commission
- 3 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 15, Sections 2-9.1502 and 2-9.1503 Pertaining to the Public Amenities Commission
- 4 Draft Ord - Amending Title 10, Chapter 4, Articles 1, 3, 4, 5 and 6, Sections 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 and 10-4.601 Pertaining to Historic Resources Preservation
- 5 RBMC - Existing Code Sections - Title 10, Chapter 4, Articles 1, 3, 4, 5 and 6, Sections 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 and 10-4.601 Pertaining to Historic Resources Preservation
- 6 Ord - Draft Ordinance Adding Sections 2-9.1601 through 2-9.1604 of the Redondo Beach Municipal Code Regarding the Police, Fire, and Homeless Services Commission

**CITY OF REDONDO BEACH**

# **City Council Rules of Conduct and Decorum**



**REDONDO  
BEACH**

Rev: DRAFT 5

8 August 2025

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## 1 CITY COUNCIL POLICY ON THE CONDUCT OF PUBLIC MEETINGS

It is the policy of the Redondo Beach City Council (“City Council”) to:

- 1) Provide an opportunity for public input on all matters of City business; and
- 2) Conduct meetings in an efficient, business-like manner.

To achieve this goal, the City Council adopts the following rules, guidelines, and procedures governing the conduct of its meetings pursuant to the authority prescribed in the City Charter. It is the policy of the City Council that the following rules, guidelines, and procedures comply with the City Charter, Redondo Beach Municipal Code, California law and Federal law.

## 2 MEETING PARTICIPATION VIA TELECONFERENCE UNDER PROVISIONS OF THE BROWN ACT AND CITY CHARTER

The City Charter requires that a quorum of the members of the City Council must be present in the Council Chambers of City Hall in order to call a meeting to order. Thus, only two members of the City Council and the Mayor may participate in meetings at remote location(s) under normal or regular (non-emergency) circumstances. Public access and participation must also be accommodated by the Council Member or Mayor at the remote location.

- A. First-come, first-served basis - the first two Council members to notify the City Clerk shall be given priority and may participate in City Council meetings virtually/remotely, either by cell phone and/or Zoom teleconference.
  - a. Priority shall be given to requests for virtual/remote participation for medical reasons.
  - b. Virtual/remote attendance shall be limited to seven (7) meetings per year per Council Member.
- B. Notification shall be delivered to the City Clerk ([cityclerk@redondo.org](mailto:cityclerk@redondo.org)) and Mayor via email by each Wednesday at 5:00 p.m. preceding each published Tuesday City Council meeting agenda, and shall include the following information.
  - a. Name and address of remote location or hotel (by law, this information will be included on the posted Agenda); and
  - b. Cell phone number of Council or Mayor participant.
- C. Posting of Agenda: The Council Member or Mayor shall cause the City Council Agenda to be posted at the door of the room, conference room, or front door of residence where the Council Member will virtually/remotely participate in the meeting.
  - a. Proof of Posting: The Council Member and/or Mayor shall announce at the City Council meeting that the agenda was posted at the remote location accordingly to law (either 72 hours in advance of the Regular Meeting or 24 hours in advance of a called Special Meeting) for the record.
- D. Costs: If arranged by the Council Member and/or Mayor, the cost for the use of a hotel conference room shall be paid from Mayor and Council travel budget. (Hotel staff/concierge may post Council Agenda at publicly accessible location.)
- E. Computer on Loan – Upon the request of the Council Member or Mayor, the City IT Department may loan a laptop computer for their use at remote locations.

### 3 RULES, GUIDELINES, AND PROCEDURES FOR THE CONDUCT OF PUBLIC MEETINGS OF THE COUNCIL, BOARDS, AND COMMISSIONS

This section defines the rules, guidelines and procedures for conducting public meetings of the City Council, boards and commissions. It is important to note that not all the sections may be applicable to all the boards and commissions since it was drafted with the City Council meetings in mind. However, the remainder of the sections are applicable. For example, several boards and commissions have no hearing responsibilities and therefore, sections regarding hearings are inapplicable to those boards and commissions.

**In general the term “Chair” is used to mean the mayor, Chair of a board or commission, or the mayor pro tem or vice chair when the mayor or Chair is absent.** The term “member” is used to mean the mayor and members of the City Council, and for the Chair and commissioners or members of boards. A Chair of a commission, since he/she is a voting member of the commission, can make motions and second motions. The Mayor, since he/she is not a voting member of the City Council, may make motions but cannot second them. When the mayor pro tem is acting as the Chair of the City Council, he/she may make motions and second them.

#### 3.1 Order of the agenda

The Chair should ensure the meeting follows the published agenda (See **Model Agenda in Appendix A, note that the model agenda is aligned with a City Council meeting and would be tailored to each commission**) OR the order of the agenda as modified formally in the meeting.

#### 3.2 The following rules of conduct apply to the following agendized items:

- **Excluded Consent Calendar Items**
  - **Items Continued from Previous Agendas**
  - **Items for Discussion Prior to Action**
  - **Mayor and Council Items**
1. The Chair should clearly announce the agenda item letter/number and should clearly state the subject.
  2. The Chair should invite the appropriate people to report on the item, including any recommendation they might have.
  3. The Chair should ask members of the governing body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item, and they should be given time to respond.
  4. The Chair may open up the floor for discussion by the governing body. Members of the governing body shall await the Chair giving them the floor before they speak.
  5. The Chair shall invite public comment. At their sole discretion, the chair may determine when to open the public comment - either before or after a motion is made on the agenda item, but in all cases prior to the vote of the members of the governing body. The Chair shall ensure time limits are strictly adhered to by speakers. Or the Chair may wait until after motion(s) are made

to open the floor to public comment. At the end of public comments the Chair should close public comment period.

6. The Chair should then invite or suggest a motion to the members of the body. (see motions section).
7. At the discretion of the Chair, the Chair may invite the governing body to debate/discuss the motion(s) on the floor.
8. **If public comment has not already occurred**, the Chair **shall** open the floor to public comments. The Chair should ensure strict adherence to time limits. At the end of public comments the Chair should close public comment period.
9. At the discretion of the Chair, the Chair may invite the governing body to discuss the motions in light of public comments.
10. The Chair should then call the vote. At the Chair's discretion, the vote may be a call for "ayes" and "nays", or the Chair may do a roll call vote of each member of the body. The Chair should announce the result to the public.
11. If an approved item is a resolution or ordinance, the Chair should call on the Clerk, or Clerk's designee to read the resolution/ordinance by title only.

**Public Comment** – With the exception of specific time limits on appeals, which are detailed elsewhere, each member of the public shall speak only once on each agenda item for a maximum of 3 minutes. The comments must pertain to the agenda item. In rare circumstances, the body may move to, and with a majority vote, extend an individual speaker's time provided the body states an objective reason for the extension that would be applied to all speakers on the matter. Members of the body shall not interrupt a speaker, but may, with the Chair's approval ask limited clarifying questions after the speaker has finished their comment. The body may also move to, and with a majority vote limit the total time allocated to public input on an agenda item, provided the motion includes the objective rationale for limiting the time period for public comment. Under no circumstances can the public comment period on non-agenda items be less than 30 minutes. During the public comment period, the Chair shall recognize speakers who have submitted written speaking cards first, followed by members of the public attending in person, followed by members of the public attending electronically, when electronic participation is allowed.

Other rules on public participation are addressed separately in this document.

**Multiple motions/votes** -There may be more than one motion/vote on an agenda item when there is more than one decision or direction to be made. For example, the body may approve a motion to incorporate a list of comments to a proposed ordinance, and in a separate motion direct staff to draft an emergency moratorium related to an ordinance while the ordinance is being amended by staff.

### 3.2.1 The rules of conduct for agenda items excluded in Section 3.2:

1. **Opening the meeting; roll call; salute to the flag and invocation; and presentations; proclamations, announcements, and AB 1234 announcements** are simply called up and executed at the direction of the Chair. There are no motions, debate, or public comments.
2. **Approval of the order of the agenda** – The Chair will poll each member of the body for any changes to the order of the agenda. The Chair may also request a change to the order of the agenda. The Chair will then call for a motion to change the order and a vote on the motion. There is no public comment on this item.

3. **Blue folder items** – The Chair will ask the City Clerk or City Clerk’s designee to list the blue folder items. The Chair will then call for a motion to “receive and file” all blue folder items for the public record. The Chair will then call for a vote of the body. There is no public comment to this item.
4. **Consent Calendar** – The Chair will poll each member of the body on any items they want to “pull” (exclude) from the consent calendar. The Chair may pull any item as well. If a member of the body must recuse themselves or abstain, the member must pull the item for a separate vote. The Chair will then ask for a motion to approve all items on consent calendar. Once the motion is made and seconded, the Chair will open the floor for public comment on any of the non-excluded items. When public comment is complete, the Chair will call the vote. After the vote, the Chair will recognize the City Clerk, or City Clerk’s designee, to read any resolutions/ordinances into the public record.
5. **Excluded Consent Calendar** – The Chair will announce the first excluded consent calendar item and offer the floor to the member of the body who first pulled the item. The process for each excluded item shall otherwise follow the procedure for any normal agenda item. The member of the body may make a motion to bundle several excluded consent calendar items as a single item. If seconded and approved by the majority, the items will then be treated as a single agenda item procedurally. The Chair repeats this process until all excluded items are addressed.
6. **Public Participation on Non-Agenda Items** - The Chair shall open the floor for public comments on items that are not otherwise on the agenda but that relate to City business and matters that are within the City’s jurisdiction. The Chair shall enforce 3-minute time limits on each speaker and a maximum of 30 minutes allowed for this agenda item. Other rules on public participation are addressed separately in this document.
7. **Ex-parte Communications** – If there is one or more hearings, the Chair will poll each member of the body on ex parte communications they have had on the hearing matters. Each member, including the Chair, shall disclose the following information regarding their ex parte communications:
  - a. Identify the hearing matter
  - b. Identify with whom the member communicated
  - c. The general content of the communication

Members are cautioned to balance their communications where adversarial parties are involved such as an appeal filed by a resident on a developer project. When acting in a quasi-judicial capacity, decisionmakers cannot have a personal conflict of interest, cannot have prejudged the facts and must remain free of prejudice against any of the parties. In other words, decisionmakers must be neutral and unbiased. There is no public comment on this item. Further, ex parte communications after quasi-judicial hearings should be prohibited if the decision is not final.

8. **The rules for the conduct of Public Hearings** - Public hearings shall follow the same basic format as any other agenda item before the body for action, except:
  1. The Chair shall call for members of the body to open the public hearing after announcing the agenda item. The body will then vote to open the public hearing.
  2. **Appeals** - If the **Public Hearing is an appeal**:

- a. **Appeal by Appellant who is not the Proponent** - The appeal was filed by **appellant(s) who is/are not the proponent** of the matter which is the subject of the hearing:
- i. Staff will make a presentation
  - ii. The proponent (unless the City is the proponent) may testify and present evidence for a maximum of 1 hour.
  - iii. Appellant(s)
    1. If there is a single appellant, the appellant shall have a maximum of one hour to testify and present evidence.
    2. If there are two appellants, each appellant shall have a maximum of 45 minutes each to testify and present evidence.
    3. If there are three or more appellants, each appellant shall have a maximum of 30 minutes each to testify and present evidence.
  - iv. The Chair shall allow the proponent a maximum of 20 minutes times the number of appellants to testify and present evidence
  - v. Each appellant shall be given the opportunity for rebuttal up to a maximum of 20 minutes each.
  - vi. After the proponent and appellant(s) conclude, members of the public shall be given the opportunity to comment for up to 3 minutes each. Each speaker shall speak only once.
  - vii. The Chair will then open the floor to the members of the body for questions of staff, the proponent, and/or the appellant(s).
  - viii. The Chair shall then call for a motion to close the public hearing. After this time no one but the members of the body and staff may speak.
  - ix. The Chair then opens the floor for the members' discussion and debate.
  - x. The Chair calls for a motion. The process of motions and final vote follow the same process as other agenda items except that any motion to approve or deny the appeal shall include findings of fact upon which the final decision is based.

The members of the body may reopen the public hearing by formal motion, second, and majority vote if needed to obtain additional information. The Chair may then call upon members of the public including the appellant(s) and proponent to respond to questions from the Chair or any member of the body, as recognized by the Chair. During testimony, members of the body shall refrain from interrupting the speaker and hold all comments and questions until after in the speaker completes their testimony. The Chair shall call for a motion, second, and majority to close the public hearing again, before final deliberations and decision.

- b. **Appeal by Proponent** - The **appeal is made by the proponent** of the project:
- i. Staff will make a presentation
  - ii. The proponent may testify and present evidence for a maximum of 1 hour.
  - iii. After the proponent conclude(s), the members of the public shall be invited to comment for up to 3 minutes each and each speaker speaking only once.

- iv. Each proponent shall be given the opportunity for rebuttal of public comment for a maximum of 20 minutes.
- v. The Chair will then open the floor to the members for questions of staff and/or the proponent,
- vi. The Chair shall then call for a motion to close the public hearing. After this time no one but the members of the body and staff may speak.
- vii. The Chair then opens the floor for the members' discussion and debate.
- viii. The Chair calls for a motion. The process of motions and final vote follow the same process as other agenda items except that any motion to approve or deny the appeal shall include findings of fact upon which the final decision is based.

The members of the body may reopen the public hearing by formal motion, second, and majority vote if needed to come to a final decision. The Chair may then call upon members of the public including the appellant(s) and proponent to respond to questions from the Chair or any member of the body, as recognized by the Chair. During testimony, members of the body shall refrain from interrupting the speaker and hold all comments and questions until after in the speaker completes their testimony. The Chair shall call for a motion, second, and majority to close the public hearing again, before final deliberations and decision.

**3. Public Hearings Other than Appeals - Rules of Conduct for Public Hearings other than appeals:**

- i. Staff will make a presentation
- ii. The proponent (if any) may testify and present evidence for a maximum of 30 minutes.
- iii. Members of the public may comment for up to 3 minutes each, with each speaker only speaking once.
- iv. The Chair will then open the floor to the members for questions of staff and/or the proponent.
- v. The Chair shall then call for a motion to close the public hearing. After this time no one but the Council and staff may speak.
- vi. The Chair then opens the floor for the members' discussion and debate.
- vii. The Chair calls for a motion. The process of motions and final vote follow the same process as other agenda items except that any motion to approve or deny the appeal shall include findings of fact upon which the final decision is based.

The members of the body may reopen the public hearing by formal motion, second, and majority vote if needed to come to a final decision. The Chair may then call upon members of the public including the appellant(s) and proponent to respond to questions from the Chair or any member of the body, as recognized by the Chair. During testimony, members of the body shall refrain from interrupting the speaker and hold all comments and questions until after in the speaker completes their testimony. The Chair

shall call for a motion, second, and majority to close the public hearing again, before final deliberations and decision.

9. **City Manager (or Staff Liaison) Items** -The Chair shall give the City Manager (or staff liaison) the floor to publicly present any timely information they choose. The members of the body may ask questions or make short comments, but shall not deliberate the items brought up by the City Manager/staff liaison. There is no public participation in this item.
  
10. **Referrals to Staff , Commissions, or sub-committees** -The Chair shall poll each member including themselves for any referrals for action by the City Manager (or staff liaison), sub-committees of the body, or for any Budget Response Report (BRR) requests (in the case of the City Council). For each referral, the member (including the Chair/Mayor) makes a motion which must then be seconded and passed by a majority of the body. BRR's do not require a motion or a vote. The body may discuss the appropriateness of any request, but shall not deliberate the issue in question. In the case of the City Council, the City Council/Mayor may also refer subjects, actions, etc. to a commission. Each referral to a commission requires a second and majority vote to pass. There is no public comment on this item.
  
11. **Recesses** - Agendas may include recessing to another board, agency or closed session. This requires a motion, second, and majority vote of the body. Upon return to the agenda, the Chair shall call the meeting order, call for a roll call, and require any reporting from the board or closed session. The Chair shall then call the regular session back in order and ask for a roll call. There is no public comment on this agenda item, but there may be public comment as part of the board or agency meeting.  
 A member of the body may call for a recess at any time. "Motion to recess" when used to take a break from the meeting is covered separately under the "**Motions**" section of this document.
  
12. **Adjournment** - The Chair shall call for a motion to adjourn the meeting. The body will then make the motion, second and vote. The body may, in its motion, adjourn in memory of an individual. There is no public comment on adjournment.
  
13. **Length of Meeting** - The City Council policy is that meetings should end at a reasonable hour. At the discretion of the Chair, the Chair may raise the issue of truncating the agenda at or about 10:00 PM for deliberation by the body. The Chair will then poll the members of the body on which, if any, agenda items each would agree to continue to another meeting. If the members of the body support moving agenda items to a future meeting, the Chair shall call for a motion that details which items will be continued to a future meeting. **If Public Participation on Non-Agenda Items has not already occurred, the Chair shall require that a full 30 minutes** is allocated to complete Public Participation on Non-Agenda Items prior to adjourning the meeting. The members of the body, may make a motion to truncate the meeting if the Chair does not raise the issue.

### 3.2.2 Closed Sessions

If Closed Sessions are to be held, pursuant to Government Code Sections 54956.7, 54956.8, 54956.9 and 54957, they will be scheduled as an adjourned meeting prior to regular meeting and/or as the last item



on the agenda prior to Adjournment. Closed sessions are unique to the City Council and are not held by commissions.

### 3.2.3 Commission-specific rules and guidelines

#### 3.2.3.1 Role of Commissions

The role of Commissions is to **advise** the City Council on matters under their purview, and on certain commissions, to conduct quasi-judicial hearings as defined in the Redondo Beach Municipal Code. The role of a commission does not include oversight of city operations, such as budget execution unless specifically stated by ordinance or by direction of the City Council. Items for the commission agenda are generated from: a) special matters for consideration as directed by the City Council; b) regular matters for consideration pursuant to the commission's duties; c) regular matters for consideration consistent with the City Council's Strategic Plan and Annual Budget Work Program; and, d) new matters approved by the commission pursuant to a majority vote of said commission for consideration and consistent with the commission's duties as defined by the City Charter and Redondo Beach Municipal Code, the City Council's Strategic Plan, and the Annual Budget Work Program. While commissions may request agenda items and data and reports related to topics within their purview, the staff liaison may reject the request when it is overly burdensome for staff or beyond the purview of the commission. The commission can by majority vote, request City Council direction if there is a question as to the commission's purview or staff's decision. Likewise, the Mayor may provide appropriate direction to the Chair of any commission if the commission overreaches or otherwise is acting in a manner the Mayor and City Council do not support. The City Council and Mayor may also direct specific tasks to a commission during **Referrals to Staff, Commissions, or Sub-committees**.

#### 3.2.3.2 Staff Liaison

City staff members are assigned to act in a technical advisory capacity and to provide professional support to a committee/commission. Commissioners should feel free to contact the staff liaison if they have any questions about the committee/commission activities. Direction and guidance for staff liaisons and other staff members in facilitating the work of commissions is provided in Administrative Policy/Procedure (APP) 2.12.

#### 3.2.3.3 Limits on Authority

Commissions do not have the authority to direct city staff including the staff liaisons and shall refrain from doing so.

## 3.3 Motions

This section defines actions by the members of the body in the conduct of each agenda item. Generally, actions are initiated in the form of a motion.

### 3.3.1 Motions in General

Motions are a two-step process. The Chair invites motions and the members of the body make motions. The Chair initiates the motion in one of three ways:

1. Inviting the members of the body to make a motion.
2. Suggesting a motion to the members of the body.
3. Making the motion themselves. The Mayor may make a motion, but should refrain from doing so unless it facilitates clarity or expedient progress or is more effective in extenuating circumstances.

3.3.2 Motions

3.3.2.1 *Types of motions on agenda items for action*

1. **The basic motion:** a member of the body puts forward a decision for the body’s consideration. A motion moves forward for consideration if another member of the body seconds the motion.
2. **The motion to amend (may also called a “friendly amendment”):** a member of the body requests a change to the motion on the floor. The amendment is added to the motion on the floor if the members who made and seconded the motion both agree to accept the amendment. If this occurs the motion as amended moves forward.
3. **The substitute motion:** a member who wants a different motion to move forward can propose a “substitute motion”. If another member of the body seconds this substitute motion, the substitute motion moves forward, replacing the original motion or amended motion. Substitute motions are also subject to motions to amend.

A member of the body may propose a second substitute motion. If seconded, this substitute motion moves forward. The second substitute motion may be amended. No further substitute motions are allowed.

4. **Motion to reconsider:** Any member of the body who voted for the approval of a successful motion, may make a “motion to reconsider” at any point during the same meeting in which the decision was made. This motion moves forward if it receives a “second” from any voting member of the body. If the motion receives a majority vote, then the issue is reopened as though no decision had been previously rendered. Public comment may be reopened by the Chair at their discretion.

3.3.2.2 *Order of voting on motions*

The order of voting on motions shall be as follows:

1. A second substitute motion, if any, is voted on first.
2. A substitute motion, if any, is voted on. ,
3. The original motion is voted on.
4. If the original motion fails to pass, the Chair may call for a new motion, ask for a motion to continue the issue, or close the issue and move to the next agenda item.

In each case, the motions are voted upon as amended, if the motions were amended during deliberation. In each case, the Chair shall not call the vote until public comment has been completed on the subject. After the motion and second, the Chair may allow further debate or call the vote.

3.3.2.3 *Other motions*

3.3.2.3.1 *Motion to adjourn*

If passed, requires the body to immediately adjourn to the next meeting. **This motion shall not be valid unless Public Participation on Non-Agenda Items has already been completed.**

3.3.2.3.2 *Motion to recess*

If passed, the Chair sets the time for recess and the meeting immediately goes into recess. Upon return from the recess, the Chair must call the meeting to order and request a roll call of members present. The Chair then starts the meeting where it left off. The Mayor may make a motion to recess.

#### 3.3.2.3.3 Motion to table

If passed, discussion on the current agenda item is placed “on hold”. The motion can include a time in which the item can come back to the body. Otherwise, the item may be brought back at any subsequent meeting of the body in which the item is properly agendized in advance.

#### 3.3.2.3.4 Motion to limit debate/call the vote/call the question

This motion does not require a second. After the motion is made, the Chair shall poll the other members if they want any further discussion. If any member wants to continue the discussion, then the Chair puts the motion to a vote. This requires a 2/3rds majority to pass. The Chair may “call the vote” at any time, but may be overridden by a 2/3rds majority of the body on a motion by a member of the body.

#### 3.3.2.3.5 Nominations and Motion to close nomination

During an agenda item that requires nominations for a position and vote for the position, nominations may be made by any member of the body including the Mayor/Chair. No second is required for a nomination. A motion to close nominations may be made by any member of the body at any time. If seconded, this requires a 2/3<sup>ds</sup> majority to carry. The Mayor/Chair would then conduct a vote on each nomination (the Mayor does not get a vote on this item, but a commission Chair would). If more than one nomination is made for a specific position, the nomination with more votes carries. In the case of a tie, the Mayor would cast the tie breaking vote for a City Council vote. If there is a tie on a commission vote, a coin supplied by the staff liaison would be flipped by the City Clerk or City Clerk’s designee to determine the winner. There is no public testimony on agenda items regarding nominations.

#### 3.3.2.3.6 Motion to suspend the rules

Members of the body may move and vote to suspend the rules defined in this document. However, suspension of rules cannot circumvent Federal or state law or the City Charter, such as the Brown Act. Suspension of the rules requires a 2/3rds vote of the body. For example, rules limiting the public to one comment on each agenda item may be “suspended” in a public workshop type forum.

### 3.3.3 Voting on Motions

At the Chair’s discretion, the Chair may conduct a verbal vote of “ayes” and “nays”, or a more formal “roll call” vote. Unlike the roll call for attendance conducted by the City Clerk or City Clerk’s designee, the Chair conducts the roll call vote. The Chair shall announce the results of the vote to the public. For items that require a simple majority of the body, a majority of the votes shall be the greater number of those actively participating on the vote. For example, if four members of the Council are in attendance, and one abstains, two vote for the issue and one votes against the issue, the motion passes despite not having a majority of the members in attendance. The “abstain” vote is not counted in the determination of majority. Items that require four of the five Council Members, a super majority, or 2/3rds of the body shall count members abstaining in the calculation. An “abstain” shall count as a vote against the motion in this case.

### 3.3.4 Mayoral Veto

Per the City Charter, Article 8, Section 8.4, the Mayor has the right to veto actions of the City Council. In the case of an ordinance or resolution, the Mayor’s veto must be submitted in writing within five days of delivery of the written resolution or ordinance. A veto on any other action of the City Council must be made within the meeting in which the City Council action occurred. In the case of an appeal, the Mayor

may veto a vote on an appeal. If the Mayor vetoes a vote denying an appeal, the appeal shall be upheld. The City Council may override any Mayoral veto by four affirmative votes. The power of the veto may not be delegated to the Mayor Pro Tem or anyone else per the City Charter.

### 3.3.5 Urgent/emergency actions

#### 3.3.5.1 *Action on non-agendized items are prohibited with limited exceptions.*

Action on items or issues that are not properly agendized and publicly noticed per the Brown Act are usually prohibited. Government Code Section 54954.2 does, however, define limited exceptions to this prohibition. Action may be taken on a non-agendized item under the following circumstances:

1. The body, by majority vote, determines that an emergency situation exists per Government Code Section 54956.5. The Mayor, Chair or any member of the body may make a motion to find that an emergency situation exists. After a second, the Chair then conducts a roll call vote. If a majority approves the motion, the topic may be deliberated and acted upon by the body as any normal agendized item.
2. The body, by a two thirds majority of the total body, or if the two thirds of the body is not present, a unanimous vote of the members in attendance, determine that there is a need to take immediate action and that the need for action came to the attention of the body after the agenda was posted. The Mayor, Chair or any member of the body may make a motion to find that a need for immediate action exists. After a second, the Chair then conducts a roll call vote. If the affirmative votes meet the criteria, the topic may be deliberated and acted upon by the body as any normal agendized item.
3. The item was properly agendized for a prior meeting of the body that occurred within the previous five days and at that prior meeting was continued to the current meeting.

#### 3.3.5.1.1 *Emergency situation defined in Government Code Section 54956.5*

For reference, the definition of “emergency situation” is included below:

“(a)For the purposes of this section, “emergency situation” means both of the following:

(1) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this An emergency, which shall be defined as a work stoppage, crippling activity or other activity that severely impacts public health, safety, or both as determined by a majority of the members of the legislative body.”

(2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of members of the legislation.”

*3.3.5.2 Remote participation request due to emergency circumstances*

If a member requests to attend a meeting of the body remotely due to an emergency, pursuant to Government Code section 54953, and the timing of the request does not allow sufficient time to meet the public posting requirements of the Brown Act, the members of the body physically present may approve such a request by majority vote. The Mayor, Chair or any member of the body may make a motion to allow the requesting member to participate remotely. After a second, the Chair then conducts a roll call vote. An affirmative vote by the majority of the physically present members of the body allows the remote participation.

*3.3.5.3 In the case of any conflict between this section and the Brown Act, the Brown Act shall prevail.*

**3.4 Rules, regulations, guidelines and procedures related to public participation in public meetings.**

**3.4.1 Compliance with Federal and State laws**

It is the policy of the City Council that all public participation in public meetings comply with Federal and State laws such as the Brown Act.

**3.4.2 Public Participation on Non-Agenda Items**

Each agenda for each public meeting shall include an agenda item for “Public Participation on Non-Agenda Items”. During this agenda item, the public may speak on any matter so long as the matter is:

1. **Under the jurisdiction of the body;** and,
2. Is **not** a matter **already agendized** during the same meeting.

Each speaker shall be limited to three minutes to speak under Public Participation on Non-Agenda Items. Each speaker shall only speak once. The time allocated to Public Participation on Non-Agenda Items shall be limited to 30 minutes.

The Chair will recognize speakers in the following priority:

1. Speakers who have submitted speaker cards
2. Speakers attending the meeting in person
3. Speakers attending via Zoom

Pursuant to provisions of the Brown Act, the body is prohibited from deliberating and taking action on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist as allowed by the Brown Act. The body may make a “Referral to Staff” related to public comment during that agenda item.

**PUBLIC PARTICIPATION ON AGENDA ITEMS** – For each agendized matter deliberated by the body, the Chair shall invite public comment at the appropriate time. Any member of the public may speak to the matter under discussion during this period provided the comments directly address the agenda item. Each speaker shall be limited to three minutes on each agenda item. Each speaker may only speak once

on each agenda item, unless recalled to the podium by the Chair or members of body during their deliberation. The Chair shall recognize speakers in the following priority:

1. Speakers who have submitted speaker cards
2. Speakers attending the meeting in person
3. Speakers attending via Zoom

## 4 Public Participant Rules of Conduct, Decorum and Courtesy

### 4.1 Public participant rules of conduct

The City Council recognizes and respects the right of freedom of speech, but rules of conduct and decorum must be observed so that attendees can be heard, and the Chair and body can conduct its meeting and deliberate and address items before the body. **Any person or group that engages in disorderly or disruptive conduct that impedes the meeting will be asked to leave, be removed, or the Chair can clear the room and continue without an audience, or the members of the body may adjourn the meeting.**

1. Speakers shall restrict their comments to the specific agenda item that they are speaking on or, on Non-Agenda Items, to matters within the body's subject matter jurisdiction. All comments should be addressed to the body and not to other speakers or the audience. Speakers who do not follow these rules will be asked to cease and if they do not comply, they will be ruled out of order on the grounds of relevancy and asked to leave the podium and possibly the meeting.
2. Meeting attendees shall be seated unless recognized by the Chair as a speaker or unless entering or leaving the Council Chambers. Meeting attendees shall remain quiet at all times and shall not hold up placards or signs that block the views of other attendees. Attendees may show support or opposition to speaker by silently raising and waving both hands for support or showing a "thumbs down" in opposition.
3. Disruptive and/or disorderly actions and behaviors that may result in removal from the meeting include, but are not limited to:
  - a. Refusal to leave the podium after the allotted time is exceeded.
  - b. Refusal to leave the podium after the Chair has determined that the comments are beyond the jurisdiction of the body and/or do not pertain to the matter under consideration in an agenda item.
  - c. Refusal to leave the podium after the Chair has determined that the comments are marketing related.
  - d. Blocking the view of other attendees by standing, occupying the aisles, or by holding up a sign or placard that blocks the views of other members of the public, or by other view obstruction.
  - e. Addressing the City Council without being recognized by the Chair.
  - f. Interrupting or attempting to interrupt a speaker.
  - g. Interfering with another attendees' ability to participate.
  - h. Intimidating or threatening behavior.
  - i. Refusal to heed a call to order.
  - j. Failure to cease and desist disruptions when requested by the Chair.
  - k. Entering a non-public area of the Council Chambers without the permission of the Chair.

- l. Failure to leave Council Chambers upon being ejected by the Chair for violation of the Rules of Conduct.
- m. Failure to clear the City Council Chamber upon order of the Chair pursuant to Government Code Section 54957.9.
- n. Use of hate speech or verbal denigration that disrupts the meeting and/or violates Redondo Beach anti-harassment policies.

**Individuals or groups participating via Zoom or other electronic means** that interrupt or disrupt the meeting, or who fail to follow the direction of the chair, may be silenced or removed from the meeting by the City Clerk or the City Clerk’s designee at the direction of the chair.

#### 4.2 Enforcement of public conduct

1. The Chair, shall be the presiding officer at all regular and special meetings of the body. The presiding officer shall enforce these procedural rules of conduct. The Chief of the Police, or his designated representative, shall be the sergeant-at-arms of the body’s public meetings.
2. Any member of the body may move to require the presiding officer to enforce the rules and the body, by majority vote, may require him/her to do so.
3. The presiding officer shall be mindful of the following sanctions which may be applied in appropriate circumstances:

**Government Code Section 54957.9:**

In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

**Penal Code Section 403:**

Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code and Section 18340 of the Elections Code, is guilty of a misdemeanor.

#### 4.3 Scripts dealing with meeting disruptions

**Appendix B** includes the approved scripts that Chairs shall use when required to address disruptions by the public during a public meeting under their control.

#### 4.4 Public Rules of Decorum and Courtesy

The public is expected to act with dignity and respect at all times during a public meeting. The City Council asks public speakers to comply with the following rules of decorum and courtesy:

1. Refrain from use of profanity, obscenity, and offensive language in speech, on signs, and on clothing.
2. Refrain from personal threats and attacks.
3. Refrain from hateful and demeaning speech based on race, religion, sexual orientation, ethnicity, and disability.
4. Refrain from yelling or screaming.
5. Respect all people present, participating and watching the meeting.
6. Refrain from clapping, cheering, or booing during the meeting. Rather raise both hands and wave them to show support or give a "thumbs down" to show disagreement.

## 5 COURTESY, DECORUM, AND PERSONAL CONDUCT OF CITY COUNCIL AND COUNCIL APPOINTED MEMBERS OF CITY BODIES

It is the policy of the City Council that the City Council and appointed members of commissions and boards conduct city business to maintain common courtesy and decorum as they conduct city business or represent the city. To that end the City Council establishes the following guidelines for behavior.

### 5.1 Each member shall comply with California law and Redondo Beach City Charter, Redondo Beach Municipal Code, Resolutions, and Policies in the execution of their duties.

All members must comply with state and local laws, ordinances and section of the City Charter while acting in the capacity of their elected and/or appointed positions. This includes but is not limited to the Ralph M. Brown Act, Government Code Sections 54950-54693.

### 5.2 Each member shall avoid Conflicts of Interest

The Government Code provides that "No public official at any level of state or local government shall make, participate in making, or in any way attempt to use an official position to influence a governmental decision in which there is a financial interest." The Political Reform Act requires cities to adopt a conflict of interests code listing those commissions, which are involved in the "making, or participate in the making, of decisions, which may foreseeably have a material effect on any financial interest." At this time, the City's conflict of interest code (Resolution No. 8037) requires certain commissioners, the Mayor and all Council Members to file disclosure statements (Form 700).

Members will be required to disclose investments, interests in real property, sources of income, and business positions held. The Clerk's office will notify these commissioners of their filing requirements in a timely fashion and will provide needed forms and instructions to them.

Any commissioner who has a doubt as to whether or not there is a financial interest in any decision before the commission should contact the Fair Political Practices Commission ([advice@fppc.ca.gov](mailto:advice@fppc.ca.gov)) prior to the time required to make the decision.



### 5.3 Within their official capacity, members are responsible to uphold a positive image of the City

When acting in an official capacity, for example participating in a public meeting, all members of City bodies should conduct themselves in a manner that projects a positive image of the City.

### 5.4 Each member should treat fellow members, city staff and members of the public with respect.

All members should be respectful of other participants in the meeting. Any disagreements should address the issue, not the individuals who may have a differing position on the issue at hand. Avoid abusive conduct, personal charges, or verbal attacks. Listen courteously to all opinions and consider alternative perspectives. Members should work collaboratively with staff and other members to achieve the city's goals. Any disagreements should be resolved respectfully and constructively, and where appropriate and compliant with the Brown Act and similar legislation, privately.

### 5.5 Members should refrain from interrupting one another.

Unless required of the Chair to maintain control of the meeting, members should allow the speaker who has the floor to finish before commenting. When appropriate, members may interrupt a presentation to clarify a question, but generally questions and comments should wait until the speaker relinquishes the floor. The closed caption software cannot accurately display interruptions and individuals talking over one another.

### 5.6 Members should wait to be recognized by the Chair.

In order to maintain order, members wishing to speak should wait until the Chair gives them the floor.

### 5.7 Members should be prepared to vote and should vote on the merits of the decision at hand

Members are expected to adequately prepare for each meeting. Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. Members shall act in the best interest of the community. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.

### 5.8 Members should promote transparency and accountability.

Members are expected to promote open and transparent government. Members shall use city resources responsibly and only for official duties. Members shall follow the Brown Act.

### 5.9 Members shall protect confidential information.

Members may at times have insight of and access to confidential or privileged information. Members must refrain from improperly revealing this information to those who are not authorized for access to the information. Members should refrain from using the information for personal or political gain.

### 5.10 Members should be mindful in their dealings outside the meetings

The position filled by the members of the City Council, city boards, and city commissions follows the individuals outside the public meetings. The public may not disassociate private actions from the public role. Members should continue to treat members of the public with dignity and respect in their interactions outside the venue of the public meetings including both face-to-face interactions as well as social media and other forms of communication. Disrespectful and rude interactions may reflect poorly on the body on which the member serves, the City Council, and the City.

Additionally, members should remain vigilant to ensure avoidance of Brown Act violations such as inadvertently conducting a serial meeting.

### 5.11 Members shall not misrepresent or abuse their position or use it for personal gain

Members should not use their title outside the duties of the positions on which they serve. The titles do not bestow any authority over the public or city staff. And members should not use their position when expressing opinions on matters unless those matters are under the purview of the body on which the member serves and the opinion expressed is the expressed opinion of the entire body. Otherwise, the member should state the opinion as a personal opinion that is not reflective of the body. Members must never use their position to intimidate or assert authority over others or for personal gain.

### 5.12 Members are expected to follow the same rules of courtesy and decorum as the public.

Members of the body are expected to act with dignity and respect at all times during a public meeting. All members are expected to comply with the following rules of decorum:

1. Refrain from use of profanity, obscenity, and offensive language in speech, on signs, and on clothing.
2. Refrain from personal threats and attacks.
3. Refrain from hateful and demeaning speech based on race, religion, sexual orientation, ethnicity, and disability.
4. Refrain from yelling or screaming.
5. Respect all people present, participating and watching the meeting.

### 5.13 Members should not interrupt speakers or presenters.

The Chair may interrupt a speaker to enforce the procedures and conduct of the meeting. There may be times when interrupting a presenter is prudent to ensure understanding, but this should be exercised only when really needed for clarity and understanding of the topic. A member should refrain from interrupting a speaker, especially since the speaker has limited time to speak.

### 5.14 Use of Electronic Devices during Meetings

#### 5.14.1 Silencing devices and limiting use

All members should set their personal devices to silent or vibrate mode during public meetings. Electronic devices shall only be used for the purpose of reading or following agenda materials, conduct of the meeting (such as raising a hand to speak), taking notes, and/or projecting information to augment the deliberation of an agenda item.

#### 5.14.2 Refrain from messaging

All members should refrain from messaging other members or members of the public during a public meeting. All discussion on an item should happen publicly. Members are reminded that electronic messages are records subject to the Public Records Act.

#### 5.14.3 Prohibitions during quasi-judicial hearings

When a board or commission hears matters related to discretionary land use permits (conditional use permits, variances, development permits, etc.) and appeals, these are quasi-judicial hearings subject to both fair process and due process requirements, which require the board or commission to be fair and impartial. Public hearings are conducted as an open, public process. In order to provide a fair public hearing, board and commission members and appointed officials are required to make their decisions based only on evidence "in the record" and cannot rely on evidence or information obtained outside the record that is not disclosed at the public hearing. To ensure a fair hearing, knowledge about an item should be limited to just what is provided as part of the record. Board and commission members should not check outside sources, such as electronic devices, during a hearing. Even if electronic communication is unrelated to the public hearing item, it may give the appearance that board and commission members are either receiving evidence that is not in the record or not giving their full attention to the matter at hand. Board and commission members have a duty to avoid any appearance of impropriety or inattentiveness. As such, members shall not use electronic devices to communicate either directly or through social media with other members of the body or with any other person regarding a public hearing item during the hearing.

### 5.15 Nomination, Election, and Role of Commission Chairs

Commissions shall nominate and elect a Chair annually for a one-year term. A Chair can serve multiple terms if nominated and voted for by a majority. A duly elected Chair shall conduct the commission meeting and enforce the rules of conduct for public meetings. The Chair, as a member of the body, may make motions and cast votes. Similarly, commissions shall nominate and elect a vice-chair annually. A vice-chair will assume the role of Chair when the Chair is absent.

### 5.16 Attendance

#### 5.16.1 Mayor and City Council Attendance

The Mayor and City Council are expected to make every attempt to attend all regularly scheduled meetings with any vacations or other outages precoordinated with the Mayor and City Clerk ahead of time.

#### 5.16.2 Commissioner Attendance

Commissioners are expected to make every attempt to attend all regularly scheduled meetings. A commissioner should coordinate in writing with the City Clerk, the Chair and the staff liaison in advance for an excused absence from any meeting. If the commissioner's absence was due to an unforeseen circumstance, the commissioner shall communicate with the City Clerk, the Chair, and the staff liaison as soon as reasonable. If a commissioner misses more than four meetings in a rolling one-year period, the Mayor shall present the City Council with a recommendation to remove the commissioner or provide a rationale for retaining the commissioner.

### 5.17 All members will perform all required training in a timely manner.

All members shall comply with mandatory training requires set by the state, by the City, or by City Council. This includes but is not limited to:

- Ethics training
- Cyber security training
- Commission Orientation (in the case of Commissioners)

Commissioners who fail to complete any training in a timely manner may be removed pursuant to Section 2-9.109 of the Redondo Beach Municipal Code.

### 5.18 Commissioners and Commission Chairs should stay within the Role and Scope of the Board/Commission

Commissioners and commission Chairs are responsible to understand the role of the commission. Commissions are all established to advise the City Council. Some commissions may also serve in quasi-judicial roles as clearly defined in the Redondo Beach Municipal Code. Commissioners and Chairs are expected to comply with the limitations of their jurisdiction and role. Staff liaisons will also warn commissions if they are exceeding their scope and role. Any disagreement between staff liaisons and commissioners related to scope of duties and authorities will be adjudicated by the City Council if required. Repeated issues may require action by the Mayor and City Council.

### 5.19 Commissioners serve at the will of the Mayor and City Council

Per Redondo Beach Municipal Code, commissioners serve at the will of the Mayor and City Council. The City Council may remove any commissioner at any time without reason pursuant to Section 2-9.109 of the Redondo Beach Municipal Code. However egregious or repeated breaches of the codes documented in the previous sections would certainly be grounds for removal. Commissioners should strive to comply with these rules of conduct, courtesy, and decorum.

### 5.20 Remote Meeting Attendance/Participation

#### 5.20.1 Commissioners

Remote attendance of public commission meetings by commissioners is prohibited.

#### 5.20.2 Mayor and City Council

Members of the City Council may attend and participate in a public meeting using teleconferencing technology provided all requirements of the Brown Act are followed. The following are some of the requirements of the Brown Act with respect to teleconference participation:

- A quorum of the body must participate from City Council Chambers
- Each location must be identified in the agenda notice at time of publication
- Agendas must be posted at each location.
- Each location must be accessible to the public.
- The agenda must provide the opportunity for the public to address the legislative body directly at each teleconference location.
- All votes must be done by roll call.

Section 2.0 of this document details City of Redondo conduct of teleconference participation by City Council members.

## APPENDIX A – Model Agenda for City Council meetings

This appendix includes a model agenda for City Council meetings. This model will be tailored for each Commission.

APPENDIX B: Scripts for Chairs to address disruptions to public meetings  
under their control

**CITY OF REDONDO BEACH  
CITY COUNCIL AGENDA**

**DATE**

**415 DIAMOND STREET, REDONDO BEACH**

**CITY COUNCIL CHAMBER**



**James A. Light, Mayor**  
**Brad Waller, Councilmember, District 1**  
**Chadwick Castle, Councilmember, District 2**  
**Paige Kaluderovic, Councilmember, District 3**  
**Zein Obagi, Jr., Councilmember, District 4**  
**Scott Behrendt, Councilmember, District 5**

**Joy A. Ford, City Attorney**  
**Eleanor Manzano, City Clerk**  
**Eugene Solomon, City Treasurer**

**AGENDA AND SUPPORTING MATERIALS** - Agenda packets are available for online public viewing 24 hours a day at [www.redondo.org](http://www.redondo.org) via the City Clerk and Mayor & City Council Department pages or directly at <https://redondo.legistar.com/Calendar.aspx>. Agenda packets can also be viewed at Redondo Beach Main Library and the North Branch Library during library hours. During City Hall hours, agenda packets are also available for public viewing in the Office of the City Clerk, Door 1.

**AGENDA POSTING NOTIFICATION** - If you would like to receive Email notification of agendas upon publication, please subscribe to City Council Agendas from the eNotify list at <https://www.redondo.org/enotify/index.php>. An email will be sent from [noreply@revize.com](mailto:noreply@revize.com) advising availability to view and/or print agenda, supporting materials with options for public participation at City Council meetings.

**DOCUMENTS DISTRIBUTED FOLLOWING THE POSTING OF THE AGENDA (BLUE FOLDER ITEMS) -**

Any writing that relates to an agenda item for an open session that is distributed within 72 hours of the meeting is available for public inspection at the City Clerk's Office, 415 Diamond Street Door 1, Redondo Beach. In addition, such writings and documents will be posted on the City's website at <https://redondo.legistar.com/Calendar.aspx>.

**AMERICANS WITH DISABILITIES ACT** - 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 regularly 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 for determination that accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.



# CITY OF REDONDO BEACH PUBLIC PARTICIPATION GUIDELINES AND RULES OF CONDUCT

**HOW TO PARTICIPATE** – The City of Redondo Beach welcomes and encourages public participation in public city meeting. Members of the public are invited to participate in public meetings in person, via Zoom, by e-comments, and by email. All public meetings provide the public the ability to comment on Non-Agenda items and on agenda items being deliberated by the City Council..

**PUBLIC PARTICIPATION ON NON-AGENDA ITEMS** – Each agenda includes an agenda item for “Public Participation on Non-Agenda Items”. During this agenda item, the public may speak on any matter so long as the matter is:

1. Under the jurisdiction of the City Council; and,
2. Is not a matter already agendized during the same meeting.

Each speaker is allotted three minutes to speak under Public Participation on Non-Agenda Items. Each speaker may only speak once. And the time allocated to Public Participation on Non-Agenda Items is limited to 30 minutes.

The Mayor will recognize speakers in the following priority:

1. Speakers who have submitted speaker cards
2. Speakers attending the meeting in person
3. Speakers attending via Zoom

Pursuant to provisions of the Brown Act, the body is prohibited from deliberating and taking action on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The body may make a “Referral to Staff” related to public comment during that agenda item.

**PUBLIC PARTICIPATION ON AGENDA ITEMS** – For each agendized matter deliberated by the City Council, the Mayor will invite public comment at the appropriate time. Any member of the public may speak to the matter under discussion during this period provided the comments directly address the agenda item. Each speaker is allotted three minutes to speak to each agenda item. Each speaker may only speak once on each agenda item. The Mayor will recognize speakers in the following priority:

1. Speakers who have submitted speaker cards
2. Speakers attending the meeting in person
3. Speakers attending via Zoom

**PUBLIC PARTICIPATION RULES OF CONDUCT** – The City of Redondo Beach recognizes and respects the right of freedom of speech, but rules of decorum must be observed so that attendees can be heard, and the City Council/Commission can conduct its meeting and deliberate and address items before the Council/Commission. **Any person or group that engages in disorderly or disruptive conduct that impedes the meeting may be asked to leave, be removed, or the Chair may clear the room and continue without an audience, or the City Council/Commission may adjourn the meeting.**

1. Speakers shall restrict their comments to the specific agenda item that they are speaking on or, on Non-Agenda Items, to matters within the body's subject matter jurisdiction. All comments should be addressed to the body and not to other speakers or the audience. Speakers who do not follow these rules will be asked to cease and if they do not comply, they may be ruled out of order on the grounds of relevancy and asked to leave the podium and possibly the meeting.
2. Meeting attendees shall be seated unless recognized by the Chair as a speaker or unless entering or leaving the Council Chambers. Meeting attendees shall remain quiet at all times and shall not hold up placards or signs that block the views of other attendees. Attendees may show support or opposition to speaker by silently raising and waving both hands for support or showing a “thumbs down” in opposition.

3. Disruptive and/or disorderly actions and behaviors that may result in removal from the meeting include, but are not limited to:
  - a. Refusal to leave the podium after the allotted time is exceeded.
  - b. Refusal to leave the podium after the Chair has determined that the comments are beyond the jurisdiction of the City Council/Commission and/or do not pertain to the matter under consideration in an agenda item.
  - c. Refusal to leave the podium after the Chair has determined that the comments are marketing related.
  - d. Blocking the view or access of other attendees by standing, occupying the aisles, or by holding up a card a sign or placard, or other obstruction of public views.
  - e. Addressing the Council/Commission without being recognized by the Chair.
  - f. Interrupting or attempting to interrupt a speaker.
  - g. Interfering with another attendees' ability to participate.
  - h. Intimidating or threatening behavior.
  - i. Refusal to heed to a call to order.
  - j. Failure to cease and desist disruptions when requested by the Chair.
  - k. Entering a non-public area of the Council chambers without the permission of the Chair
  - l. Failure to leave Council Chambers upon being ejected by the Chair for violation of the Rules of Conduct.
  - m. Failure to clear the City Council Chamber upon order of the Chair pursuant to Government Code 54957.9.
  - n. Use of hate speech or verbal denigration that disrupts the meeting and/or violates Redondo Beach anti-harassment policies.

**Individuals or groups participating via Zoom or other electronic means** that interrupt or disrupt the meeting, or who fail to follow the direction of the Chair, may be silenced or removed from the meeting by the City Clerk or the City Clerk's representative at the direction of the Chair.

**PUBLIC PARTICIPATION RULES OF DECORUM** – The public is expected to act with dignity and respect at all times during a public meeting. The City Council asks public speakers to comply with the following rules of decorum:

1. Refrain from use of profanity, obscenity, and offensive language in speech, on signs, and clothing.
2. Refrain from personal threats and attacks.
3. Refrain from hateful and demeaning speech based on race, religion, sexual orientation, ethnicity, and disability.
4. Refrain from yelling or screaming.
5. Respect all people present, participating and watching the meeting.
6. Refrain from clapping, cheering, or booing during the meeting. Rather raise both hands and wave them to show support or give a "thumbs down" to show disagreement.

**CITY OF REDONDO BEACH  
CITY COUNCIL AGENDA  
DATE**

**415 DIAMOND STREET, REDONDO BEACH**

**CITY COUNCIL CHAMBER**

**THE CITY COUNCIL PUBLIC MEETINGS ARE CONDUCTED IN THE  
COUNCIL CHAMBER UNLESS OTHERWISE NOTICED BEFOREHAND.  
MEMBERS OF THE PUBLIC MAY PARTICIPATE IN-PERSON, BY ZOOM,  
eCOMMENT OR EMAIL.**

**3:30 P.M.- CLOSED SESSION - CANCELLED  
5:30 P.M.- OPEN SESSION- REGULAR MEETING**

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

TO WATCH MEETING LIVE ON THE CITY'S WEBSITE:

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

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

TO WATCH MEETING LIVE ON YOUTUBE:

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

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

Register in advance for this meeting:

[https://us02web.zoom.us/webinar/register/WN\\_D6ThJvi\\_R3eP25ZuGFP46g](https://us02web.zoom.us/webinar/register/WN_D6ThJvi_R3eP25ZuGFP46g)

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

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

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

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

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

EMAIL: TO PARTICIPATE BY WRITTEN COMMUNICATION, EMAILS MUST BE RECEIVED BEFORE 1:00 P.M. THE DAY OF THE MEETING (EMAILS WILL NOT BE READ OUT LOUD): Written materials pertaining to matters listed on the posted agenda received after the agenda has been published will be added as supplemental materials under the relevant agenda item. Public comments may be submitted by email to [cityclerk@redondo.org](mailto:cityclerk@redondo.org). Emails must be received before 1:00 p.m. on the date of the meeting to ensure Council and staff have the ability to review materials prior to the meeting.

## **3:30 P.M. - CLOSED SESSION - ADJOURNED REGULAR MEETING**

- A. CALL MEETING TO ORDER**
- B. ROLL CALL**
- C. 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.*

- D. PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEMS AND CLOSED SESSION NON-AGENDA ITEMS**

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

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

## **5:30 PM - OPEN SESSION - REGULAR MEETING**

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

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

- G.1. [For Blue Folder Documents Approved at the City Council Meeting](#)**

- H. CONSENT CALENDAR**

*Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Mayor or any City Council Member may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved*

*in one motion. The Mayor will call on anyone wishing to address the City Council on any Consent Calendar item on the agenda, which has not been pulled by Council for discussion. Each speaker will be permitted to speak only once and comments will be limited to a total of three minutes.*

**I. EXCLUDED CONSENT CALENDAR ITEMS**

**J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS**

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

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

**K. EX PARTE COMMUNICATIONS**

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

**L. PUBLIC HEARINGS**

**M. ITEMS CONTINUED FROM PREVIOUS AGENDAS**

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

**O. CITY MANAGER ITEMS**

**P. MAYOR AND COUNCIL ITEMS**

**Q. MAYOR AND COUNCIL REFERRALS TO STAFF, COMMISSIONS OR SUB-COMMITTEES**

**R. RECESS TO CLOSED SESSION**

**S. RECONVENE TO OPEN SESSION**

**T. ROLL CALL**

**U. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**

**V. ADJOURNMENT**

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 3:30 p.m. (Closed Session) and a Regular meeting to be held at 5:30 p.m. (Open Session) on Tuesday, **DATE**, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

**City of Redondo Beach**

**Script for Speaker Exceeding Time Limit**

If a speaker is being disruptive by going over the time limit, use the following script:

**MAYOR/CHAIR:** SIR (OR MA'AM) YOUR TIME IS UP. THANK YOU

*If speaker refuses to yield*

**MAYOR/CHAIR:** SIR (OR MA'AM) YOUR TIME IS UP AND YOU ARE IN VIOLATION OF OUR RULES OF ORDER. YOU ARE OUT OF ORDER, DISRUPTING OUR MEETING, AND NEED TO SIT DOWN.

*If speaker still refuses to yield*

**MAYOR/CHAIR:** SIR (OR MA'AM) YOUR TIME IS UP. YOU ARE IN VIOLATION OF OUR RULES OF ORDER AND YOU ARE DISRUPTING OUR MEETING. I AM EJECTING YOU FROM OUR MEETING AND YOU ARE ORDERED TO LEAVE THE BUILDING. IF YOU DO NOT LEAVE, YOU MAY BE ARRESTED.

*If speaker refuses to leave*

**MAYOR/CHAIR:** THIS IS MY FINAL WARNING. I WANT TO BE CLEAR THAT YOU HAVE BEEN EJECTED FROM THE CITY COUNCIL MEETING AND ORDERED TO LEAVE. **I WANT THE RECORD TO REFLECT THAT YOU ARE REFUSING TO LEAVE, YOU ARE DISRUPTING OUR MEETING, AND YOU ARE INTERFERING WITH THE BUSINESS OF THE CITY OF REDONDO BEACH.** IF YOU DO NOT LEAVE, YOU MAY BE ARRESTED.

*If still refuses*

**MAYOR/CHAIR:**

I AM DIRECTING ALL ATTENDEES OTHER THAN CITY STAFF AND THE PRESS TO CLEAR THE BUILDING. I AM DIRECTING THE POLICE DEPARTMENT TO CLEAR THE COUNCIL CHAMBERS. IF THE DISRUPTIVE SPEAKER REFUSES TO LEAVE THE BUILDING OR TRIES TO REENTER THE BUILDING THEN YOU MAY ARREST THEM.

**AFTERWARDS: MAYOR/CHAIR:** FOR THE RECORD, THE INDIVIDUAL WAS NOT REMOVED DUE TO THE CONTENT OF THEIR SPEECH, BUT FOR FAILING TO FOLLOW THE COUNCIL'S NEUTRAL, CONTENT-FREE RULES OF DECORUM DESIGNED TO ENSURE AN ORDERLY PUBLIC MEETING.

**City of Redondo Beach**  
**Script to Expel Disruptive Group**

If a group is being disruptive or interrupting the meeting, use the following script:

**MAYOR/CHAIR:** I REQUEST THAT THE GROUP SPEAKING OUT/YELLING FROM THE AUDIENCE CEASE AND DESIST. EVERYONE HAS A RIGHT TO BE HEARD AND EVERYONE WILL HAVE A CHANCE TO SPEAK. YOU MAY NOT SPEAK OUT FROM THE AUDIENCE. PLEASE WAIT FOR YOUR TURN TO SPEAK.

If group refuses to cease

**MAYOR/CHAIR:** YOU ARE IN VIOLATION OF OUR RULES OF ORDER. YOU ARE OUT OF ORDER, DISRUPTING OUR MEETING, AND NEED TO WAIT FOR YOUR TURN TO SPEAK. IF YOU DO NOT STOP INTERRUPTING, YOU WILL BE ASKED TO LEAVE THE COUNCIL CHAMBER

If group still refuses to cease

**MAYOR/CHAIR:** YOU ARE IN VIOLATION OF OUR RULES OF ORDER. YOU ARE OUT OF ORDER, DISRUPTING OUR MEETING, AND YOU ARE ALL EJECTED FROM THE CITY COUNCIL MEETING AND ORDERED TO LEAVE THE BUILDING.

If group refuses to leave

**MAYOR/CHAIR:** THIS IS MY FINAL WARNING. I WANT TO BE CLEAR THAT YOU HAVE BEEN EJECTED FROM THE MEETING AND ORDERED TO LEAVE. **I WANT THE RECORD TO REFLECT THAT YOU ARE REFUSING TO LEAVE, YOU ARE DISRUPTING OUR MEETING, AND YOU ARE INTERFERING WITH THE BUSINESS OF THE CITY OF REDONDO BEACH.** I AM ORDERING YOU TO LEAVE THE BUILDING IMMEDIATELY.

If the group still refuses

**MAYOR/CHAIR:** I AM DIRECTING EVERYONE BUT CITY STAFF AND THE PRESS TO LEAVE THE BUILDING. I AM DIRECTING THE POLICE DEPARTMENT TO REMOVE ANYONE WHO REMAINS IN THE COUNCIL CHAMBER AND IF ANYONE IN THE DISRUPTIVE GROUP REFUSES TO LEAVE OR TRIES TO RETURN YOU MAY ARREST THEM.

**AFTERWARDS: MAYOR/CHAIR:** FOR THE RECORD, THE INDIVIDUAL WAS NOT REMOVED DUE TO THE CONTENT OF THEIR SPEECH, BUT FOR FAILING TO FOLLOW THE COUNCIL'S NEUTRAL, CONTENT-FREE RULES OF DECORUM DESIGNED TO ENSURE AN ORDERLY PUBLIC MEETING.



**City of Redondo Beach**

**Script for Speaker Violations Other than Time**

If a speaker is being disruptive for reasons other than time, use the following script:

**MAYOR/CHAIR:** SIR (OR MA'AM),

[SUMMARIZE TYPE OF DISRUPTION]

YOU ARE OUT OF ORDER, DISRUPTING OUR MEETING AND NEED TO CORRECT YOUR BEHAVIOR.

*If speaker refuses to yield*

**MAYOR/CHAIR:** SIR (OR MA'AM) YOU ARE IN VIOLATION OF OUR RULES OF ORDER. YOU ARE OUT OF ORDER, DISRUPTING OUR MEETING, AND NEED TO SIT DOWN/CORRECT YOUR BEHAVIOR.

*If speaker still refuses to yield*

**MAYOR/CHAIR:** SIR (OR MA'AM) YOU ARE IN VIOLATION OF OUR RULES OF ORDER AND YOU ARE DISRUPTING OUR MEETING. I AM EJECTING YOU FROM OUR MEETING AND YOU ARE ORDERED TO LEAVE THE BUILDING. IF YOU DO NOT LEAVE, YOU MAY BE ARRESTED.

*If speaker refuses to leave*

**MAYOR/CHAIR:** THIS IS MY FINAL WARNING. I WANT TO BE CLEAR THAT YOU HAVE BEEN EJECTED FROM THE CITY COUNCIL MEETING AND ORDERED TO LEAVE. **I WANT THE RECORD TO REFLECT THAT YOU ARE REFUSING TO LEAVE, YOU ARE DISRUPTING OUR MEETING, AND YOU ARE INTERFERING WITH THE BUSINESS OF THE CITY OF REDONDO BEACH.** IF YOU DO NOT LEAVE, YOU MAY BE ARRESTED.

*If still refuses*

**MAYOR/CHAIR:**

I AM DIRECTING ALL ATTENDEES OTHER THAN CITY STAFF AND THE PRESS TO CLEAR THE COUNCIL CHAMBERS. I AM DIRECTING THE POLICE DEPARTMENT TO CLEAR THE BUILDING. IF THE DISRUPTIVE AUDIENCE MEMBER REFUSES TO LEAVE THE BUILDING OR TRIES TO RETURN, YOU MAY ARREST THEM.

**AFTERWARDS: MAYOR/CHAIR:** FOR THE RECORD, THE INDIVIDUAL WAS NOT REMOVED DUE TO THE CONTENT OF THEIR SPEECH, BUT FOR FAILING TO FOLLOW THE COUNCIL'S NEUTRAL, CONTENT-FREE RULES OF DECORUM DESIGNED TO ENSURE AN ORDERLY PUBLIC MEETING.

**City of Redondo Beach**

**Script for Violations Committed by Online Attendees:**

**MAYOR/CHAIR:** [CITE REASON THEIR SPEECH IS OUT ORDER]. YOUR COMMENTS [OR BEHAVIOR] ARE [IS] IS OUT OF ORDER AND YOU ARE DISRUPTING OUR MEETING. YOU MUST CORRECT YOUR BEHAVIOR OR I WILL DIRECT THE CITY CLERK TO MUTE YOUR LINE.

**MAYOR/CHAIR:** THIS IS YOUR SECOND WARNING. YOUR COMMENTS [OR BEHAVIOR] ARE [IS] OUT OF ORDER AND YOU ARE DISRUPTING OUR MEETING. YOU MUST CORRECT YOUR BEHAVIOR OR I WILL DIRECT THE CITY CLERK TO CUT YOUR LINE.

**MAYOR/CHAIR:** I WANT THE RECORD TO REFLECT YOU ARE DISRUPTING OUR MEETING, AND YOU ARE INTERFERING WITH THE BUSINESS OF THE CITY OF REDONDO BEACH. I AM DIRECTING THE CITY CLERK TO CUT YOUR LINE.

**AFTERWARDS: MAYOR/CHAIR:** FOR THE RECORD, THE INDIVIDUAL WAS NOT REMOVED DUE TO THE CONTENT OF THEIR SPEECH, BUT FOR FAILING TO FOLLOW THE COUNCIL'S NEUTRAL, CONTENT-FREE RULES OF DECORUM DESIGNED TO ENSURE AN ORDERLY PUBLIC MEETING.

**ORDINANCE NO. XXXX-XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 1, SECTIONS 2-9.100, 2-9.101, 2-9.102, 2-9.103, 2-9.106 and 2-9.107, AND ADDING SECTIONS 2-9.110 AND 2-9.111 AND DELETING IN ITS ENTIRETY SECTION 2-9.108 PERTAINING TO UNIFORM REGULATIONS OF COMMISSIONS**

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.100 is hereby amended to read as follows:

“§ 2-9.100 Appointment and terms of members.

(a) The members of each board and commission shall serve for a term of four years, commencing October 1 and ending September 30 or as soon thereafter as his or her successor is appointed and qualified.

(b) The members of each board and commission shall be appointed by the Mayor, subject to confirmation by the City Council, within 60 days after the expiration of the four-year term or within 60 days after a vacancy occurs. If the Mayor shall have failed to make an appointment within such period, any member of the City Council may nominate an eligible person to fill such vacancy. Four affirmative votes of the City Council to appoint such nominated person shall result in the appointment. Any appointment to fill an unexpired term shall be for such unexpired period.

(c) No person shall serve more than two full terms on the same board or commission. If a person serves a partial term (in excess of two years (excluding any leap day)), it shall be considered a full term for the purpose of this provision. Previous and current terms of appointment shall be counted for the purpose of applying this provision to future appointments. No person shall serve simultaneously on more than one board, commission or as an elected official, or City employee, in the City of Redondo Beach.

(d) If a section related to the appointment and terms of members of a specific commission differs from this section, the section related to the appointment and terms of members of the specific commission shall prevail.”

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.101 is hereby amended to read as follows:

“§ 2-9.101 Organization meetings, chairperson, meeting cancelations.

**(a)** Each board or commission shall meet as soon after the first day of October of every year as practical for the purpose of organizing. At such organization meeting, or in the first meeting after a vacancy in the chairperson or vice chair position is declared, the boards and commissions shall organize themselves by electing one of its members to serve as chairperson and one member to serve as vice chair for the ensuing year. Commissions may elect a new Chair/Vice Chair at any time, but, at a minimum, a Chair/Vice Chair must be elected annually, as described above. Each board or commission shall hold a regular meeting at least once each month, subject to the meeting cancelation procedures in subdivision (c) of this section. In addition to any such regular meetings, each board or commission shall hold whatever special meetings may be necessary or convenient to dispose of business without delay with the concurrence of the Staff Liaison or the City Council. All proceedings of any board or commission shall be open to the public.

**(b)** Commissions may form subcommittees by a motion approved by the majority of the commission. Any subcommittee formed shall be comprised of less than the number of commission members that would constitute a quorum of the commission under the Brown Act. The subcommittee must have a defined termination date and/or terminate upon the completion of a specified task or purpose. Each commission may empower a subcommittee to report back to the commission regarding its efforts during public session and/or empower the subcommittee to produce written materials for submission to staff or to the City Council; or to represent the commission in public meetings of other public agencies.

**(c)** Regular monthly meetings may be canceled for lack of business only by a majority vote of commissioners or members, and only during the regular meeting that immediately precedes the meeting to be canceled. In order to cancel a meeting, the commissioners or members must publicly vote to cancel the next scheduled meeting during the "Adjournment" item on the commission agenda. No future meetings beyond the next scheduled meeting may be canceled in advance."

SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.102 is hereby amended to read as follows:

"§ 2-9.102 Procedure.

The following procedure shall be followed by boards and commissions, at public meetings:

**(a)** Each member of a board or commission shall vote unless he or she states the reasons for abstention for the record.

**(b)** City Staff shall maintain a true and correct record of all proceedings of such board or commission and ensure such records are available to the public through the City Clerk's office."

SECTION 4. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.103 is hereby amended to read as follows:

"§ 2-9.103 Proceedings.

Each board or commission shall conduct its public meetings in accordance with the Redondo Beach Municipal Code and City Council approved City Council Rules of Conduct and Decorum.”

SECTION 5. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.106 is hereby amended in its entirety to read as follows:

“§ 2-9.106 Membership eligibility.

Membership on any City board or commission shall be limited to registered voters of the City, with the exception of the Youth Commission as defined in Article 6 of this chapter. Commission members and candidates must pass a background check. Each commission may have additional eligibility and qualification requirements as specified by the sections governing each commission.”

SECTION 6. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.107 is hereby amended in its entirety to read as follows:

“§ 2-9.107 Vacancies.

(a) In the following instances a board or commissioner’s position shall automatically become vacant and so declared by the City Council:

- (1) A board or commission member resigns;
- (2) A board or commission member is unable to fulfill their term for any reason;
- (3) A board or commission member is convicted of a crime involving moral turpitude;
- (4) A board or commission member ceases to be a legally registered voter of the City;
- (5) A board or commission member ceases to reside in the City of Redondo Beach;
- (6) A board or commission member fails to pass a background check;
- (7) A board or commission member is removed by the City Council pursuant to Section 2-9.109;

(b) In the following instances a board or commissioner’s position shall become vacant and so declared by the City Council:

- (1) A board or commission member is absent from four meetings of such board or commission during the previous 12 months. For the purposes of determining absences, a board or commission member shall not be deemed absent if a meeting is canceled, unless the board or commission member’s absence was the cause of the meeting’s cancelation due to lack of quorum;
- (2) A new board or commission member is absent from four meetings of such board or commission during the first year of his/her appointment. For the purposes of determining absences, a board or commission member shall not be deemed absent if a meeting is canceled, unless the board or commission member’s absence was the cause of the meeting’s cancelation due to lack of quorum.

- (3) In the cases of (b)(1) and (b)(2), the Mayor with the approval of a majority of the City Council may intervene and determine the board or commissioner member should maintain his/her position.
- (c) Vacancies occurring in any board or commission shall be filled in the manner set forth in Section 2-9.100.”

SECTION 7. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.108 is hereby repealed in its entirety:

SECTION 8. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.110 is hereby added in its entirety to read as follows:

“2.9-110 General Powers and Duties

- (a) All commissions shall provide advice to the City Council on matters within their purview as defined in the respective sections addressing each commission’s powers and duties. This is the primary duty of all commissions.
- (b) Commissions shall provide advice on matters assigned to the commission by the Redondo Beach Municipal Code, the City Council and/or the staff liaison.
- (c) Commissions shall provide advice to the Council on the annual budget and strategic plan prior to the City Council’s deliberations on these matters.
- (d) Commissions may, under the referrals to staff section of the respective meeting agenda, advise the City Council on a matter if: 1) the commission approves the matter by majority vote ; 2) it is a matter that falls within the purview, powers and duties of the commission; and 3) the staff liaison to the commission agrees the matter is appropriate for the commission to advise the City Council and is not overly burdensome on city staff. On matters in which the staff liaison disagrees with the commission, the commission may, by majority vote, seek the City Council’s determination as to the appropriateness of the commission’s ability to advise the City Council. The staff liaison shall inform the City Council and Mayor of the disagreement and the commission’s request.
- (e) Commissions may have additional powers and duties as defined in the sections related to each commission.
- (f) A commission, or any member of a commission, shall not give any orders/direction to city staff or any elected officials.
- (g) Commissioners are prohibited from asserting or attempting to assert any power, authority, or privileges through the use of their title or appointed position in any context other than that which is prescribed by the Redondo Beach Municipal Code. Any commissioner who fails to abide by this prohibition may be removed by the City Council in accordance with Title 2, Chapter 9, section 2-9.109.
- (h) Commissioners shall neither allude to nor represent that their position on a matter is the commission’s position on a matter unless the position on the matter has been approved by a majority vote of the commission. Any commissioner who fails to abide by this prohibition may be removed by the City Council in accordance with Title 2, Chapter 9, section 2-9.109.”

SECTION 9. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.111 is hereby added in its entirety to read as follows:

“2.9-111 Limited and Restricted Scope of Powers and Duties of Commissions:

(a) Except as otherwise provided in the sections related to specific commissions, each commission is a reviewing and advising/recommending body only.

(b) Each commission and each commissioner shall have no power, duty, responsibility, role or authority to:

(1) Demand that any particular City staff, personnel, contractor, elected official, or any other person or entity participate in or appear before a meeting of the commission; or  
(2) Demand that any documents or information be provided to or generated for the commission; or

(3) Direct, interfere with or participate in, the operations or management of any City department, staff, personnel, or contractor; or

(4) Review, evaluate, investigate, or comment upon matters which are within the duties and functions of any other commissions or committees, unless directed to do so by the City Council, City Manager or staff liaison; or

(5) Review, evaluate, investigate, or comment upon individual complaints involving any City department, personnel, contractor, elected officials or others; or

(6) Represent to be acting for on behalf of the City, its staff, personnel, or contractors; or

(7) Commit the officers, employees, staff, or elected officials of the City to a specific position or to any course of action except as authorized by specific sections governing the commission or if specifically directed by the City Council.

(c) Commissions have no power, duty, or authority to act in an oversight role of any city function, department or over any elected positions.”

SECTION 10. 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 11. 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 12. This ordinance shall be published by one insertion in the official newspaper of said city, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this XX<sup>th</sup> day of XXXXX, 2025.

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

APPROVED AS TO FORM:

ATTEST:

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

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



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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. XXXX-XX was duly introduced at a regular meeting of the City Council held on the XX<sup>th</sup> day of , 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the -XX<sup>st</sup> day of XXXXX, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eleanor Manzano, CMC  
City Clerk

City of Redondo Beach, CA  
Thursday, August 28, 2025

## Title 2. Administration

### Chapter 9. BOARDS AND COMMISSIONS

#### Article 1. Uniform Regulations

##### § 2-9.100. Appointment and terms of members.

- (a) The members of each board and commission shall serve for a term of four years, commencing October 1 and ending September 30 or as soon thereafter as his or her successor is appointed and qualified.
- (b) The members of each board and commission shall be appointed by the Mayor, subject to confirmation by the City Council, within 60 days after the expiration of the four year term or within 60 days after a vacancy occurs. If the Mayor shall have failed to make an appointment within such period, any member of the Council may nominate an eligible person to fill such vacancy. Four affirmative votes of the Council to appoint such nominated person shall result in the appointment. Any appointment to fill an unexpired term shall be for such unexpired period.
- (c) No person shall serve more than two full terms on the same board or commission. No person shall serve simultaneously on more than one board or commission.  
(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

##### § 2-9.101. Organization meetings, chairperson, meeting cancelations.

- (a) Each board or commission shall meet as soon after the first day of October of every year as practical for the purpose of organizing. At such organization meeting, the boards and commissions shall organize themselves by electing one of its members to serve as chairperson for the ensuing year and one of its members as secretary. Each board or commission shall hold a regular meeting at least once each month, subject to the meeting cancelation procedures in subdivision (b) of this section. In addition to any such regular meetings, each board or commission shall hold whatever special meetings may be necessary or convenient to dispose of business without delay. All proceedings of any board or commission shall be open to the public.
- (b) Regular monthly meetings may be canceled for lack of business only by a majority vote of commissioners or members, and only during the regular meeting that immediately precedes the meeting to be canceled. In order to cancel a meeting, the commissioners or members must publicly vote to cancel the next scheduled meeting during the "Adjournment" item on the commission agenda. No future meetings beyond the next scheduled meeting may be canceled in advance.  
(§ 1, Ord. 2797 c.s., eff. April 17, 1997, as amended by § 1, Ord. 3043 c.s., eff. November 7, 2009, § 1, Ord. 3062 c.s., eff. November 21, 2010, § 1, Ord. 3083 c.s., eff. September 16, 2011, § 1, Ord. 3096 c.s., eff. October 18, 2012, § 1, Ord. 3114 c.s., eff. December 5, 2013, § 1, Ord. 3133 c.s., eff. August

7, 2015, § 1, Ord. 3159 c.s., eff. August 18, 2016, § 1, Ord. 3203 c.s., eff. August 21, 2020, and § 1, Ord. 3219 c.s., eff. October 21, 2021; Ord. 3270 c.s., eff. July 6, 2024)

## § 2-9.102. Procedure.

The following procedure shall be followed by boards and commissions, at public meetings:

- (a) Each member of a board or commission shall vote unless he or she states the reasons for abstention for the record.
- (b) Each board and commission shall maintain a true and correct record of all proceedings of such board or commission in books devoted solely to such purpose.  
(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

## § 2-9.103. Proceedings.

Each board or commission may prescribe its own rules and regulations consistent with the provisions of this Code and in accordance with any ordinances or resolutions governing the operation of said commission. All of such rules or regulations shall be kept on file in the office of the City Clerk and shall be available at all times for inspection by the public. All boards and commissions shall have the same power as the City Council to compel the attendance of witnesses under oath and to issue or cause to be issued subpoenas for the attendance of such witnesses and any evidence deemed necessary by the board or commission.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

## § 2-9.106. Membership eligibility.

Membership on any City board or commission shall be limited to registered voters of the City, with the exception of the Youth Commission as defined in Article 6 of this chapter.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997, as amended by § 1, Ord. 2858 c.s., eff. November 16, 2000)

## § 2-9.107. Vacancies.

In the event that any member of any board or commission shall be absent from the regular meetings of such board or commission for a period of 60 days consecutively following the last regular meeting attended by such member, unless by permission of the City Council expressed in its official minutes, or in the event such member shall be convicted of a crime involving moral turpitude, or ceases to be a registered voter of the City, his or her office shall become vacant and shall be so declared by the City Council. Vacancies occurring in any board or commission shall be filled in the manner set forth in Section **2-9.100**.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

## § 2-9.108. Oaths and affirmations.

The chairperson or chairperson pro tempore of each board or commission shall have the power to administer oaths and affirmations to any person appearing before any such board or commission during the course of an investigation or hearing.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

**ORDINANCE NO. XXXX-XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 4, SECTIONS 2-9.401, 2-9.402, AND 2-9.403 PERTAINING TO THE PUBLIC WORKS, TRAFFIC, SAFETY, AND SUSTAINABILITY COMMISSION**

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 4, Section 2-9.401 is hereby amended to read as follows:

“§ 2-9.401 Created.

There is hereby created a Public Works and Sustainability Commission.”

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 4, Section 2-9.402 is hereby amended to read as follows:

“§ 2-9.402 Appointment of members.

(a) The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each council district and two members shall be appointed at large. Except in cases of practical difficulty, unnecessary hardship, or extreme differences, two members shall be persons experienced in construction, two members shall be physically handicapped persons, and one person shall be a public member. The Chief Building Official shall be an ex officio member of the Commission, but shall not be entitled to vote.

SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 4, Section 2-9.403 is hereby amended to read as follows:

“§ 2-9.403 Powers and duties

**(a)** The Commission shall advise the Mayor and City Council in all matters relating to public works, capital improvement programs, solid waste and hazardous waste disposal, public utilities, traffic and transportation, and in such other matters as directed by the staff liaison, City Manager, or City Council.

**(b)** The Commission shall advise the Mayor and City Council on all environmental and sustainability issues related to Public Works Department operational activities, infrastructure and infrastructure projects, and regulatory compliance and as directed by the staff liaison, City Manager, or City Council.

(c) The Commission shall review city-wide crime, fire/medical response, homelessness, and accident statistics and trends on an annual basis and from this review, provide the commission's concerns and advice on crime and accident statistics and trends to the City Council. The Commission shall provide advice on other public safety related issues when requested by the City Council. Crime in the Waterfront area and Harbor Patrol-related statistics and trends are within the Harbor Commission's jurisdiction and therefore excluded from the scope of this Commission's purview.

(d) The Commission shall also be responsible for hearing all appeals previously under the purview of the Handicapped Access Appeals Board to completion, which includes hearing written appeals brought by any person regarding action taken by the Building Division of the Community Development Department or the City in the enforcement of the requirements of Health and Safety Code, Part 5.5, including the exceptions contained in Section 19957. The Commission may approve or disapprove interpretations of any provision of Part 5.5 of the Health and Safety Code, and enforcement actions taken by the Building Division of the Community Development Department. All such approvals or disapprovals shall be final and conclusive as to the Community Development Department of the City, in the absence of fraud or abuse of discretion.

e) Any interested person may appeal an order of the Chief Building Official within 20 days of the mailing of such order by the Chief Building Official. An appeal shall be in writing and must be received on or before the last day of the appeal period. This time limitation is mandatory and jurisdictional.

f) Not less than 10 days prior to the date of hearing, the Commission shall cause to be posted notices of the time, date, and place of the hearing at a conspicuous place at the Redondo Beach City Hall, and to be visibly posted at a conspicuous place on not less than two locations on the project which is the subject of the appeal. The Commission may cause to be posted such notices at other locations likely to give notice to interested persons. In addition, the Commission shall give written notice by mail to any person who requests in writing special notice of any or all hearings to be held under this section. However, failure to so notify any person having made a request for notice shall not invalidate the decision or findings of the Commission.

g) The Commission shall hold a hearing not less than 14 days, but not more than 21 days from the time of the filing of a written appeal from an action taken by the Building Division of the Community Development Department, and shall render its decision in writing, including its findings, within 14 days of the conclusion of the hearing."

SECTION 4. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions

of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 6. This ordinance shall be published by one insertion in the official newspaper of said city, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this XX<sup>th</sup> day of XXXXX, 2025.

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

APPROVED AS TO FORM:

ATTEST:

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

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

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. XXXX-XX was duly introduced at a regular meeting of the City Council held on the <sup>th</sup> day of , 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the -XX<sup>st</sup> day of XXXXX, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eleanor Manzano, CMC  
City Clerk

City of Redondo Beach, CA  
Friday, August 29, 2025

## Title 2. Administration

### Chapter 9. BOARDS AND COMMISSIONS

#### Article 4. Public Works and Sustainability Commission

##### § 2-9.401. Created.

There is hereby created a Public Works and Sustainability Commission.

(§ 1, Ord. 2776 c.s., eff. September 5, 1996, as amended by § 1, Ord. 3250 c.s., eff. March 23, 2023)

##### § 2-9.402. Appointment and terms of members.

- (a) The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each council district and two members shall be appointed at large. Except in cases of practical difficulty, unnecessary hardship, or extreme differences, two members shall be persons experienced in construction, two members shall be physically handicapped persons, and one person shall be a public member. The Chief Building Official shall be an ex officio member of the Commission, but shall not be entitled to vote.
- (b) The members shall serve for a term of four years, commencing on October 1 and ending September 30, or as soon thereafter as his or her successor is appointed and qualified.
- (c) No person shall serve more than two full terms on the Commission. No person shall serve simultaneously on more than one board or commission.

(§ 1, Ord. 2776 c.s., eff. September 5, 1996, and Ord. 3271-24 c.s., eff. July 6, 2024)

##### § 2-9.403. Powers and duties - Appeals.

- (a) The Commission shall advise the Mayor and City Council in all matters relating to public works, capital improvement programs, solid waste and hazardous waste disposal, public utilities, traffic and transportation as directed by the City Council and in such other matters as may also be directed by the City Council.
- (b) The Commission shall advise the Mayor and City Council on all environmental issues, including evaluating solutions to City problems and overall advancement through an environmental sustainability lens.
- (c) Wherever any powers and duties are assigned to either the Environmental and Public Utilities Commission or the Traffic Commission by any of the provisions of this Code, the elements of the General Plan, or any resolution or directive of the City Council, such powers or duties shall be performed by the Public Works and Sustainability Commission.
- (d) The Commission shall also be responsible for hearing all appeals previously under the purview of the Handicapped Access Appeals Board to completion, which includes hearing written appeals



brought by any person regarding action taken by the Building Division of the Community Development Department or the City in the enforcement of the requirements of **Health and Safety Code**, Part 5.5, including the exceptions contained in Section 19957. The Commission may approve or disapprove interpretation of any provision of Part 5.5 of the **Health and Safety Code**, and enforcement actions taken by the Building Division of the Community Development Department. All such approvals or disapprovals shall be final and conclusive as to the Community Development Department of the City, in the absence of fraud or abuse of discretion.

- (e) Any interested person may appeal an order of the Chief Building Official within 20 days of the mailing of such order by the Chief Building Official. An appeal shall be in writing and must be received on or before the last day of the appeal period. This time limitation is mandatory and jurisdictional.
- (f) Not less than 10 days prior to the date of hearing, the Commission shall cause to be posted notices of the time, date, and place of the hearing at a conspicuous place at the Redondo Beach City Hall, and to be visibly posted at a conspicuous place on not less than two locations on the project which is the subject of the appeal. The Commission may cause to be posted such notices at other locations likely to give notice to interested persons. In addition, the Commission shall give written notice by mail to any person who requests in writing special notice of any or all hearings to be held under this section. However, failure to so notify any person having made a request for notice shall not invalidate the decision or findings of the Commission.
- (g) The Commission shall hold a hearing not less than 14 days, but not more than 21 days from the time of the filing of a written appeal from an action taken by the Building Division of the Community Development Department, and shall render its decision in writing, including its findings, within 14 days of the conclusion of the hearing.

(§ 1, Ord. 2776 c.s., eff. September 5, 1996, as amended by § 2, Ord. 3250 c.s., eff. March 23, 2023, and Ord. 3271-24 c.s., eff. July 6, 2024)

**ORDINANCE NO. XXXX-XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 7, SECTION 2-9.702 AND AMENDING SECTIONS 2-9.704 and 2-9.709 AND RENUMBERING TO 2-9.703 AND 2-9.704 RESPECTIVELY, AND DELETING SECTIONS 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709 AND 2-9.712 AND RENUMBERING SECTIONS 2-9.710 TO 2-9.705; 2-9.711 TO 2-9.706; AND 2-9.714 TO 2-9.707 PERTAINING TO THE HARBOR COMMISSION**

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.702 is hereby amended and shall read as follows:

“§ 2-9.702 Jurisdiction

The jurisdiction of the Commission shall be limited to the harbor area as delineated on the map set forth in Section 2-9.707 of this article.”

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.704 is hereby amended and renumbered to Section 2-9.703 and shall read as follows:

“§ 2-9.703 Qualifications for appointment.

Appointments to the Commission shall be in accordance with the following criteria:

(a) At least one member shall be a sailboat or power boat owner who regularly uses the boating facilities in King Harbor. The boating representative is intended to represent and further the interests of the boaters and vessel operators in King Harbor.

(b) At least one member shall be a regular user of hand-paddled watercraft in the harbor and surrounding waters. The hand-paddled watercraft representative is intended to represent and further the interests of the human powered watercraft operators in King Harbor.

(c) One member may be selected from a list of names submitted by any commercial harbor/pier association. Any list of names submitted by a harbor association shall be submitted to the City Clerk's Department no later than 30 days prior to the close of the deadline for Commissioner applications. The Mayor may select a member from these groups, or select a member at-large.

(d) At least one member shall be a resident of District 2. The District 2 representative is intended to represent and further the interests of residents who live near the harbor and pier area.

(e) To the extent practical, each of the remaining members of the Commission shall have training and experience in one or more of the following disciplines:

(1) An engineer with a degree in engineering and at least five years of engineering experience. The intent of the engineering representative is to add engineering insight into the Commission's deliberations.

(2) A resident with at least five years of experience in leasing or managing rental property. The intent of the property management representative is to add property management insight into the Commission's deliberations.

(3) A resident with at least five years of experience managing a retail, restaurant, or marine-related business. The intent of the business management representative is to add business management and operations insight into the Commission's deliberations.

(4) A resident who is a member of boating-related club in the harbor (including yacht club, outrigger canoe club, etc.) The intent of the boating-related club representative is to add boating advocacy representation into the Commission's deliberations.

(5) A resident with at least five years of experience marine/boating education. The intent of the marine education representative is to add educational representation into the Commission's deliberations.

(6) A resident with at least five years of experience in construction management or development. The intent of the construction representative is to add construction insight into the Commission's deliberations.

(f) Appointees may qualify in more than one discipline or designation and may be counted against any of the designations or disciplines over the duration of their terms when vacancies are filled. No more than three Commissioners may be members of the same club. Where practical, each City Council District should be represented by at least one Harbor Commissioner with qualifications prioritized over District residency."

SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.709 is hereby amended and renumbered to Section 2-9.704 to read as follows:

"§ 2-9.704 Powers and duties.

(a) The Commission shall hold hearings on all applications for Administrative Design Review, Planning Commission Design Review, Conditional Use Permits, Variances, Planned Development Review, and Development Agreements for the use and development of lands within the jurisdiction of the Commission as provided for in Section 10-2.2512 of Article 12 of Chapter 2 of Title 10 of this Code.

(b) The Commission shall hold hearings on any matter concerning the commercial or recreational development within their area of purview. This shall include, but is not limited to, all applications provided for in Section 10-2.2512, hearings related to Coastal Development Permits, and environmental studies within the purview area of the Commission.

(c) The Commission shall advise the City Council on recommendations and concerns related to the current and future commercial and recreational development and zoning of the harbor. The Commission shall be advised on applications for General Plan Amendments, Rezoning, and Local Coastal Program being proposed in the area of their

jurisdiction. The Commission shall review and advise the City Council and Planning Commission on proposed General Plan, zoning and Local Coastal Program changes in the area under their purview prior to action by the Planning Commission or City Council. (Ref 10.2.2512)

(d) The Commission shall be advised on all new lease and sublease arrangements with the City relating to harbor lands, facilities, or improvements. Periodically, the Commission shall review vacancies and leasing/subleasing trends in the harbor and pier area under their purview. The Commission shall advise the City Council of any concerns and recommendations on lease and sublease trends.

(e) The Commission shall advise the City Council of concerns and/or recommendations related to land-side and/or water-side operational concerns within their jurisdiction. The Commission shall receive periodic reports from Harbor Master/Patrol and Police on incidents, responses, and crime in the area of the Commission purview. The Commission may make recommendations related to public safety in the harbor.

(f) The Commission shall be advised on the assignment of all leases and subleases with the City relating to harbor lands, facilities, or improvements. The Commission may advise the City Council of any concerns and recommendations on lease and sublease trends

(g) The Commission shall advise the City Council on any matter concerning the harbor when so requested by the staff liaison, City Manager, or City Council.

SECTION 4. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Sections 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709, and 2-9.712 are hereby deleted in their entirety.

SECTION 5. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.710 is renumbered to Section 2-9.705; Section 2-9.711 is renumbered to 2-9.706; and Section 2-9.714 is renumbered to 2-9.707.

SECTION 6. 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 7. 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 8. This ordinance shall be published by one insertion in the official newspaper of said city, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this XX<sup>th</sup> day of XXXXX, 2025.

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

APPROVED AS TO FORM:

ATTEST:

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

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

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. XXXX-XX was duly introduced at a regular meeting of the City Council held on the <sup>th</sup> day of , 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the -XX<sup>st</sup> day of XXXXX, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eleanor Manzano, CMC  
City Clerk

City of Redondo Beach, CA  
Friday, August 29, 2025

## Title 2. Administration

### Chapter 9. BOARDS AND COMMISSIONS

#### Article 7. Harbor Commission

##### § 2-9.702. Jurisdiction.

The jurisdiction of the Commission shall be limited to the harbor area as delineated on the map set forth in Section **2-9.714** of this article.

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, and amended by § 1(13), Ord. 2844 c.s., eff. November 4, 1999)

##### § 2-9.704. Qualifications for appointment.

Appointments to the Commission shall be in accordance with the following criteria:

- (a) One member shall be a boat owner who regularly uses the boating facilities in King Harbor. The designee shall maintain boat ownership during his or her term of office. The sale of the boat, without the repurchase of another within one month after the sale, shall result in a vacancy in office. The boating representative is intended to represent and further the interests of the boaters in King Harbor.
- (b) One member may be selected from a list of names submitted by any harbor association. Any list of names submitted by a harbor association shall be submitted to the City Clerk's Department no later than 30 days prior to the close of the deadline for Commissioner applications. The mayor may select a member from these groups, or select a member at-large.
- (c) Each of the remaining members of the Commission shall have training and experience in one of the following disciplines:
  - (1) A State-registered civil or structural engineer, or five years' practical experience in a related engineering field;
  - (2) A member of the Bar of the State;
  - (3) A State-licensed architect;
  - (4) A certified public accountant, or an officer of a financial institution;
  - (5) An oceanographer or marine engineer with five years' practical experience;
  - (6) A State-licensed real estate broker;
  - (7) A property manager with five years' practical experience;
  - (8) A State-licensed general contractor;

- (9) A practicing economic or financial consultant with five years' experience;
- (10) A commercial developer with five years' experience;
- (11) An executive or owner/operator of a business;
- (12) A management level employee with five years' practical experience with a public or governmental entity; and
- (13) A management level employee with at least five years' experience in harbor recreational development.

No discipline shall be represented by more than one member.

(§ 3, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, and § 1, Ord. 2509 c.s., eff. September 1, 1988, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993; Ord. 3268-24 c.s., eff. 5/9/2024)

## § 2-9.705. Filling vacancies.

If any vacancy shall occur in the membership of the Commission, other than by expiration of the term of office, the vacancy shall be filled by the Mayor with the approval of the Council for the unexpired term of the vacated office.

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by § 3, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993)

## § 2-9.706. Existing members: Expiration of terms.

The respective terms of office of all existing members of the Commission shall terminate on or after November 1, 1982, and upon the appointment and qualification of their successors.

(§ 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993)

## § 2-9.707. Appointment of a chairperson.

At the first meeting of the Commission in every fiscal year, the members of the Commission shall appoint one of their number as a chairperson and one of their number as a vice-chairperson, both of whom shall hold office for one year and until his or her successor is appointed.

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 18, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

## § 2-9.708. Meetings and failure to attend.

- (a) The Commission shall hold regular meetings at least once every month.
- (b) In the event any member of the Commission shall absent him or herself from the regular meetings of the Commission for a period of 60 days consecutively following the last regular meeting attended by such member, unless by permission of the Council expressed in its official minutes, or in the event such member shall be convicted of a crime involving moral turpitude or ceases to be a qualified elector of the City, his or her office shall become vacant and shall be so declared by the Council.



(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

## § 2-9.709. Powers and duties.

- (a) The Commission shall hold hearings on all applications for conditional use permits and variances for the use and development of lands within the jurisdiction of the Commission as provided for in Section **10-2.2512** of Article 12 of Chapter 2 of Title **10** of this Code.
- (b) The Commission shall hold hearings on any matter concerning the commercial or recreational development of the harbor.
- (c) The Commission shall further the commercial and recreational development of the harbor.
- (d) The Commission shall be advised and may recommend to the Council on all new lease and sublease arrangements with the City relating to harbor lands, facilities, or improvements.
- (e) The Commission shall be advised and may report to the Council on all subleases with firms doing business within the jurisdiction of the Commission.
- (f) The Commission shall be advised and may report to the Council on the assignment of all leases and subleases with the City relating to harbor lands, facilities, or improvements.
- (g) The Commission shall advise the Council on any matter concerning the harbor when so requested by the Council.

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as amended by § 1, Ord. 2790 c.s., eff. March 6, 1997, and § 1(15), Ord. 2844 c.s., eff. November 4, 1999, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

## § 2-9.712. Rules and regulations.

The Commission shall establish and publish such rules and regulations as it deems necessary for its government and for the faithful performance of its duties.

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

**ORDINANCE NO. XXXX-XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 10, SECTIONS 2-9.1002 AND 2-9.1003 PERTAINING TO THE PLANNING COMMISSION**

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 10, Section 2-9.1002 is hereby amended and shall read as follows:

“§ 2-9.1002 Appointment of members.

The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large.”

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 10, Section 2-9.1003 is hereby amended and shall read as follows:

“§ 2-9.1003 Powers and duties.

(a) The Commission shall have such powers and duties as prescribed for planning commissions under any law of the State, ordinance of the City, resolution of the City Council or the Master Plan of the City. These duties include, but are not limited to:

- a. Acting as advisory agency to City Council related to subdivisions and subdivision compliance (Title 10, Chapter 1, Article 1, 10-1.106)
- b. Issuing decisions related to tentative maps (Title 10, Chapter 1, Article 5, 10-1.504)
- c. Issuing decisions related to exceptions (Title 10, Chapter 1, Article 9, 10-1.903)
- d. Conducting hearings related to minor subdivisions (Title 10, Chapter 1, Article 10, 10-1.1010)
- e. Adjudicating lot line adjustments (Title 10, Chapter 1, Article 11, 10-1.1101)
- f. Adjudicating condominium subdivisions (Title 10, Chapter 1, Article 12, 10-1.1204)
- g. Conducting appeal hearings regarding density bonus determinations issued by the Community Development Director. (Title 10, Chapter 2, Article 9, 10-2.2107 and Title 10, Chapter 5, Article 9, 10-5.2107)
- h. Conducting appeal hearings regarding administrative design reviews (Title 10, Chapter 2, Article 12, 10-2.2500; Title 10, Chapter 5, Article 12, 10-5.2500)
- i. Conducting hearings on Planning Commission design reviews (Title 10, Chapter 2, Article 12, 10-2.2502; Title 10, Chapter 5, Article 12, 10-5.2502))
- j. Conducting hearings on zoning amendments (Title 10, Chapter 2, Article 12, 10-2.2504; Title 10, Chapter 5, Article 12, 10-5.2504)

- k. Conducting hearings on general plans, specific plans, and Coastal LUP amendments (Title 10, Chapter 2, Article 12, 10-2.2505; Title 10, Chapter 5, Article 12,10-5.2505)
- l. Conducting hearings on conditional use permits (Title 10, Chapter 2, Article 12, 10-2.2506; Title 10, Chapter 5, Article 12,10-5.2506)
- m. Conducting appeal hearings on administrative use permits (Title 10, Chapter 2, Article 12, 10-2.2507)
- n. Conducting appeal hearings regarding modification decisions issued by the Community Development Director (Title 10, Chapter 2, Article 12, 10-2.2508, Title 10, Chapter 5, Article 12,10-5.2508)
- o. Conducting hearings on variances (Title 10, Chapter 2, Article 12, 10-2.2510; Title 10, Chapter 5, Article 12,10-5.2510)
- p. Conducting hearings on planned development reviews (Title 10, Chapter 2, Article 12, 10-2.2514; Title 10, Chapter 5, Article 12,10-5.2514)
- q. Conducting hearings on development agreements (Title 10, Chapter 2, Article 12, 10-2-2518; Title 10, Chapter 5, Article 12,10-5.2518)
- r. Conducting appeal hearings on reasonable accommodations decisions issued by the Community Development Director. (Title 10, Chapter 2, Article 12, 10-2-2522; Title 10, Chapter 5, Article 12,10-5.2522)
- s. Conducting hearings on coastal development permits (Title 10, Chapter 5, Article 10, 10-5.2212)
- t. Conducting appeal hearings on coastal development permits issued by the Community Development Director. (Title 10, Chapter 5, Article 10, 10-5.2222)

(b) The Commission shall advise the Mayor and City Council in matters relating to planning, zoning and the physical development of the City and in other such matters as directed by the City Council, staff liaison, or City Manager.”

SECTION 3. 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 4. 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 5. This ordinance shall be published by one insertion in the official newspaper of said city, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this XX<sup>th</sup> day of XXXXX, 2025.

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

APPROVED AS TO FORM:

ATTEST:

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

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

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. XXXX-XX was duly introduced at a regular meeting of the City Council held on the <sup>th</sup> day of , 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the -XX<sup>st</sup> day of XXXXX, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eleanor Manzano, CMC  
City Clerk

City of Redondo Beach, CA  
Friday, August 29, 2025

## Title 2. Administration

### Chapter 9. BOARDS AND COMMISSIONS

#### Article 10. Planning Commission

##### § 2-9.1002. Appointment and terms of members.

- (a) The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large.
- (b) The original term of one member shall expire on September 30, 1998; the original term of two members shall expire on September 30, 1999; the original term of two members shall expire on September 30, 2000; and the original term of two members shall expire on September 30, 2001.  
(§ 1, Ord. 2794 c.s., eff. April 17, 1997, as amended by § 1, Ord. 2806 c.s., eff. September 5, 1997)

##### § 2-9.1003. Powers and duties.

- (a) The Commission shall have such powers and duties as prescribed for planning commissions under any law of the State, ordinance of the City, resolution of the City Council or the Master Plan of the City.
- (b) The Commission shall advise the Mayor and City Council in all matters relating to planning, zoning and the physical development of the City as directed by the City Council and in such other matters as may be directed by the City Council.  
(§ 1, Ord. 2794 c.s., eff. April 17, 1997)

**ORDINANCE NO. XXXX-XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 13, SECTIONS 2-9.1301 AND 2-9.1302 PERTAINING TO THE BUDGET AND FINANCE COMMISSION**

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 13, Section 2-9.1301 is hereby amended and shall read as follows:

“§ 2-9.1301 Appointment of members.

The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large.”

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 13, Section 2-9.1302 is hereby amended and shall read as follows:

“§ 2-9.1302 Powers and duties.

The Commission shall be an advisory commission only.

It shall:

(a) Maintain a continuous study of sources of municipal revenue and methods of proper spending of public moneys, assist the City Manager and City Council in financial planning, and, upon City Council, City Manager, Treasurer or Finance Director request provide recommendations and advice on obtaining and financing permanent public improvements in the City; and

(b) Perform such other duties as directed by the staff liaison, City Manager, or the City Council.”

SECTION 3. 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 4. 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 5. This ordinance shall be published by one insertion in the official newspaper of said city, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this XX<sup>th</sup> day of XXXXX, 2025.

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

APPROVED AS TO FORM:

ATTEST:

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

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



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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. XXXX-XX was duly introduced at a regular meeting of the City Council held on the <sup>th</sup> day of , 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the -XX<sup>st</sup> day of XXXXX, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eleanor Manzano, CMC  
City Clerk

## Title 2. Administration

### Chapter 9. BOARDS AND COMMISSIONS

#### Article 13. Budget and Finance Commission

##### § 2-9.1301. Created.

There is hereby created a Budget and Finance Commission.  
(§ 1, Ord. 2805 c.s., eff. September 5, 1997)

##### § 2-9.1302. Appointment and terms of members.

- (a) The Commission shall consist of seven members appointed by the Mayor, subject to approval by the City Council.
- (b) The original term of one member shall expire on September 30, 1998; the original term of two members shall expire on September 30, 1999; the original term of two members shall expire on September 30, 2000; and the original term of two members shall expire on September 30, 2001.  
(§ 1, Ord. 2805 c.s., eff. September 5, 1997)

**ORDINANCE NO. XXXX-XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 14, SECTIONS 2-9.1402 AND 2-9.1403 PERTAINING TO THE CULTURAL ARTS COMMISSION**

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 14, Section 2-9.1402 is hereby amended and shall read as follows:

“§ 2-9.1402 Appointment of members.

The Commission shall consist of seven members. To the extent practical, the members of the Commission shall be composed of: two members appointed from among professionals in the disciplines of architecture, landscape architecture, urban planning, engineering, design or other related cultural and arts disciplines, to the extent such professionals are available in the City; two members appointed from a recognized arts or artists organization; and the remaining three members shall be appointed at-large.”

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 14, Section 2-9.1403 is hereby amended and shall read as follows:

“§ 2-9.1403 Powers and duties.

The Commission shall:

- (a) Act as adviser to the City Council in all matters pertaining to public art in 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;
- (b) Make recommendations to the City Council for public art program guidelines, the artistic criteria for public art, the acquisition of public art, artwork 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, staff liaison, or City Manager.”

SECTION 3. 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 4. 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 5. This ordinance shall be published by one insertion in the official newspaper of said city, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this XX<sup>th</sup> day of XXXXX, 2025.

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

APPROVED AS TO FORM:

ATTEST:

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

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

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. XXXX-XX was duly introduced at a regular meeting of the City Council held on the <sup>th</sup> day of , 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the -XX<sup>st</sup> day of XXXXX, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eleanor Manzano, CMC  
City Clerk

City of Redondo Beach, CA  
Friday, August 29, 2025

## Title 2. Administration

### Chapter 9. BOARDS AND COMMISSIONS

#### Article 14. Public Art Commission

##### § 2-9.1402. Appointment and terms of members.

- (a) The Commission shall consist of seven members. The members of the Commission shall be composed of: two members appointed from among professionals in the disciplines of architecture, landscape architecture, urban planning, engineering, design or other related cultural and arts disciplines, to the extent such professionals are available in the City; two members appointed from a recognized arts or artists organization; and the remaining three members shall be appointed at-large.
- (b) The original term of each member shall expire on September 30, 2012, or as soon thereafter as his or her successor is appointed and qualified.
- (c) Notwithstanding the term limits provided in Section **2-9.100** of the Redondo Beach Municipal Code, a maximum of two members may be appointed by the Mayor, subject to confirmation by the City Council, to serve for an additional two year term on a one-time basis.  
(§ 1, Ord. 3030 c.s., eff. January 2, 2009, as amended by § 1, Ord. 3160 c.s., eff. September 2, 2016)

##### § 2-9.1403. Powers and duties.

The Commission shall:

- (a) Act as adviser to the City Council in all matters pertaining to public art in 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;
- (b) Make recommendations to the City Council for public art program guidelines, the artistic criteria for public art, the acquisition of public art, artwork 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.  
(§ 1, Ord. 3030 c.s., eff. January 2, 2009, amended by Ord. 3278-24 c.s., eff. October 1, 2024)

**ORDINANCE NO. XXXX-XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 15, SECTIONS 2-9.1502 AND 2-9.1503 PERTAINING TO THE PUBLIC AMENITIES COMMISSION**

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 15, Section 2-9.1502 is hereby amended and shall read as follows:

“§ 2-9.1502 Appointment of members.

(a) Membership. The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large.

(b) To the extent practicable, three members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, urban planning, archeology, or other historic preservation or related disciplines, such as American Studies, American Civilization, cultural geography, or anthropology. All members of the Public Amenities Commission shall have a demonstrated interest, competence, experience, or knowledge in historic preservation, art and literature, and the cultural heritage of the City.”

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 15, Section 2-9.1503 is hereby amended and shall read as follows:

“§ 2-9.1503 Powers and duties.

The Public Amenities Commission shall have the following powers and duties:

(a) Historical resource and amenities powers and duties:

(1) Provide recommendations related to public access to historical information, documents, records and pictures of the City of Redondo Beach;

(2) Recommend public information, educational, interpretive programs pertaining to historic resources;

(3) Make recommendations on the content of public plaques, signs and similar displays at properties with documented historic resources in the City of Redondo Beach.

(4) Recommend historic sites, buildings, etc. for application of historic site designations and placards. Upon approval by the City Council, support the appropriate application documents and filings.

(b) Preservation program and ordinance duties:

(1) Conduct public hearings, and make decisions regarding proposed designations and removal of designations of landmarks and historic districts;

(2) Review and advise the City Council on the currency and completeness of the City's register of landmarks and historic districts within the City;

(3) Recommend appropriate system of markers for landmarks and historic districts;

(4) Adopt prescriptive standards to be used by the Commission in reviewing Certificates of Appropriateness;

(5) Review and render decisions regarding significant alterations, demolition, removal, and relocation proposals related to landmarks and properties within historic districts in conjunction with applications for Certificates of Appropriateness pursuant to Chapter 4 of Title 10 of this Code;

(6) Review and make recommendations on various preservation-related documents intended to assist the owners of historic resources and the Commission in their review of applications. These may include a general information booklet describing historic styles, a rehabilitation manual or design guidelines;

(7) Recommend to the City Council a program of incentives for preservation of historic resources;

(8) Investigate and report to the City Council on the use of various Federal, State, local or private funding resources and mechanisms available to promote historic resource preservation within the City;

(9) Review and comment upon proposed modifications in regulation regarding land use, housing and redevelopment, municipal improvement, and other types of planning and programs undertaken by any agency of the City, the County or State, which directly affect landmarks and historic districts;

(10) Recommend consultants and studies, as the Commission deems desirable or necessary to conduct its role, and pending City Council approval to retain such consultants and studies, the Commission shall review the resulting work product;

(11) Cooperate with other local, County, State and Federal Government in the pursuit of the objectives of historic preservation;

(12) Provide written responses to requests from property owners seeking findings under the Preservation Ordinance related to the alteration, restoration, landscaping or maintenance of any historic resource within the City;

(c) Recreation and Parks duties:

(1) Act as adviser to the City Council in all matters pertaining to public recreation programs, including playgrounds and entertainment;

(2) Review and provide recommendations to the City Council on the annual budget related to recreational programming across the City through the City Manager.

(3) Provide recommendations related to the development of recreation in the City, help stimulate public interest in such recreation program, and collaborate with schools located in the City and all other agencies relative to securing and developing a full and complete recreational programs;



(d) Library duties:

(1) Evaluate and provide recommendations for the development, extension, maintenance, and improvement of library facilities and library programs in the City.

(e) Any other duties or responsibilities as directed by City Council, staff liaison, or City Manager.”

SECTION 3. 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 4. 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 5. This ordinance shall be published by one insertion in the official newspaper of said city, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this XX<sup>th</sup> day of XXXXX, 2025.

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

APPROVED AS TO FORM:

ATTEST:

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

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

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. XXXX-XX was duly introduced at a regular meeting of the City Council held on the <sup>th</sup> day of , 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the -XX<sup>st</sup> day of XXXXX, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Eleanor Manzano, CMC  
City Clerk

City of Redondo Beach, CA  
Friday, August 29, 2025

## Title 2. Administration

### Chapter 9. BOARDS AND COMMISSIONS

#### Article 15. Public Amenities Commission

##### § 2-9.1502. Membership and terms.

- (a) Membership. The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large.
- (1) The Mayor, to the extent practicable, shall make reasonable efforts to reassign current commissioners from the former Historical, Library, Preservation, and Recreation & Parks Commissions with existing terms to a suitable Commission.
- (2) To the extent practicable, three members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, urban planning, archeology, or other historic preservation or related disciplines, such as American Studies, American Civilization, cultural geography, or anthropology. All members of the Public Amenities Commission shall have a demonstrated interest, competence, experience, or knowledge in historic preservation, art and literature, and the cultural heritage of the City.
- (b) Terms. The members of the Public Amenities Commission shall serve for terms commencing October 1 and ending September 30 or as soon thereafter as his or her successor is appointed. The term lengths shall be staggered as follows: three members' terms shall end two years from the date of appointment; four members' terms shall end four years from the date of appointment. The duration of each member's term shall be within the Mayor and City Council's discretion.
- (c) The members of the Commission shall be appointed by the Mayor, subject to confirmation by the City Council, within 60 days after the expiration of the four-year term or within 60 days after a vacancy occurs. If the Mayor shall have failed to make an appointment within such period, any member of the Council may nominate an eligible person to fill such vacancy. Four affirmative votes of the Council to appoint such nominated person shall result in the appointment. Any appointment to fill an unexpired term shall be for such unexpired period.
- (d) No person shall serve more than two full terms on the Commission, and no person shall serve simultaneously on more than one board or commission.
- (Ord. 3272-24 c.s., eff. August 28, 2024)

##### § 2-9.1503. Powers and duties.

The Public Amenities Commission shall have the following powers and duties:

- (a) Historical resource and amenities powers and duties:

- (1) Investigate, maintain, and catalog all historical information, documents, records and pictures that would be of general interest to the City and its citizens;
  - (2) Compile records and recordings;
  - (3) Promote the keeping of a written historical record of the City in narrative form;
  - (4) Perform volunteer services at the Redondo Beach Historical Museum;
  - (5) Participate in, promote, and conduct public information, educational, interpretive programs pertaining to historic resources;
- (b) Preservation program and ordinance duties:
- (1) Study, review, conduct public hearings, and make decisions regarding proposed designations and removal of designations of landmarks and historic districts;
  - (2) Maintain a register of landmarks and historic districts within the City;
  - (3) Determine an appropriate system of markers for landmarks and historic districts;
  - (4) Adopt application and submittal requirements for Certificates of Appropriateness to alter, restore, demolish, remove, or relocate any landmark or any improvement located within a historic district and adopt prescriptive standards to be used by the Commission in reviewing such applications;
  - (5) Review and render decisions regarding all alteration, restoration, demolition, removal, and relocation proposals related to landmarks and properties within historic districts in conjunction with applications for Certificates of Appropriateness pursuant to Chapter 4 of Title 10 of this Code;
  - (6) Conduct, or cause to be conducted, a comprehensive survey of those properties within the boundaries of the City which have not been surveyed at the time the Commission is established;
  - (7) Prepare, or cause to be prepared, various preservation-related documents intended to assist the owners of historic resources and the Commission in their review of applications. These may include a general information booklet describing historic styles, a rehabilitation manual or design guidelines;
  - (8) Develop, or cause to be developed, and recommend to the City Council a program of incentives for preservation of historic resources;
  - (9) Investigate and report to the City Council on the use of various Federal, State, local or private funding resources and mechanisms available to promote historic resource preservation within the City;
  - (10) Review and comment upon proposed modifications in regulation regarding land use, housing and redevelopment, municipal improvement, and other types of planning and programs undertaken by any agency of the City, the County or State, which directly affect landmarks and historic districts;
  - (11) Retain consultants and conduct studies, as the Commission deems desirable or necessary subject to prior approval of expenditures of City funds by the City Council;
  - (12) Cooperate with other local, County, State and Federal Government in the pursuit of the objectives of historic preservation;
  - (13) Render advice and guidance, upon the request of the property owner or occupant, on the alteration, restoration, landscaping or maintenance of any historic resource within the City;
- (c) Recreation and Parks duties:

- (1) Act as adviser to the City Council in all matters pertaining to public recreation, including playgrounds and entertainment;
  - (2) With the assistance of the Community Services Director, prepare an annual estimate or budget purposes for the funds necessary to carry on an adequate recreational program in the City and submit such estimate to the City Manager;
  - (3) Assist in every way with the development of recreation in the City, stimulate public interest in such recreation program and cooperate with schools located in the City and all other agencies relative to securing and developing a full and complete recreational program;
- (d) Library duties:
- (1) Plan a program for the development, extension, maintenance, and improvement of library facilities and park facilities in the City.
- (e) Any other duties or responsibilities as directed by City Council.  
(Ord. 3272-24 c.s., eff. August 28, 2024)

**ORDINANCE NO. XXXX-XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 4, ARTICLES 1, 3, 4, 5 AND 6, SECTIONS 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 and 10-4.601 PERTAINING TO HISTORIC RESOURCES PRESERVATION**

[RECITALS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 10, Chapter 4, Article 1, Section 10-4.104 is hereby amended and shall read as follows:

“§ 10-4.104 Definitions.

For the purpose of this chapter, unless otherwise apparent from the context, certain words and phrases are defined as follows:

"Alteration" means any exterior change or modification of any landmark or of any improvement located on a property within an historic district including, but not limited to, exterior changes to or modifications of an improvement, or a structure or any of its architectural details or visual characteristics, including paint color and surface texture, grading, surface paving, and new structures.

Alteration, minor. "Minor alteration" means an alteration that has been determined to have limited potential to affect the defining character and architectural style of the subject structure or resource. In no case shall minor alterations include actions involving new construction or full or partial demolition of a resource, or actions requiring approval on the basis of a finding of economic hardship.

"Certificate of appropriateness" means a certificate approving such plans, specifications, design, or statements of work, for any proposed alteration, restoration, demolition, removal, or relocation, in whole or in part, of or to improvements relative to landmarks or any property within a historic district.

"Commission" means the Public Amenities Commission established by Chapter 9, Title 2 of this Code.

"Contributing building" means a building within an historic district that has a special character, special historic or aesthetic interest or value, and is incorporated into the district for that reason.

"Demolition" means any acts that destroy in whole or in part, a building, structure, or improvement.

"Exterior architectural feature" means the architectural style, design, general arrangement, components, natural features and all the outer surfaces of an improvement, including, but not limited to, the kind and texture of the building material, the type and style of all windows, doors, lights, signs, walls, fences, and other fixtures appurtenant to such improvement.

"Historic district" may be a geographic district or a thematic district. A "geographic district" means any geographic area, such as one or more blocks or block faces containing a multiple number of historically significant resources within the area. A "thematic district" means a compilation of historic resources that are not geographically linked, but rather are linked by similar characteristics that can be clearly articulated. In either kind of district the resources collectively have a special character or special historic, cultural, architectural, archeological, community or aesthetic value, or represent one or more architectural periods or styles typical to the history of the City. The resources may or may not have individual merit, but rather are significant because of qualification in a district.

"Historic resource" means any improvement, building, structure, landscape, sign, feature, site, place or area of scientific, aesthetic, educational, cultural, architectural, or historic significance to the citizens of the City.

"Improvement" means any building, structure, place, wall, fence, gate, sign, landscaping, or other object constituting a physical alteration of real property, or any part of such alteration.

"Landmark" means any improvement that has historical, cultural, aesthetic or architectural character or value, or which represents one or more architectural periods or styles typical to the history of the City and that has been designated as a landmark pursuant to this chapter.

"Minor Alterations Subcommittee" means a subcommittee of the Commission whose function is to review certificates of appropriateness involving minor alterations and to advise the Commission on matters of an architectural and design nature. The Minor Alterations Subcommittee shall consist of the following three members appointed by the chairperson of the Commission: the staff liaison to the Commission, and two members of the Commission, one of which shall be a professional from the field of architecture, if such a professional sits on the Commission.

"Noncontributing building" means a building within an historic district that does not possess the qualifications or characteristics of a contribution building due to such factors as age or alteration, but which has been included within the district because of its impact on the geographic integrity and overall character of the district.

"Ordinary maintenance" means any cleaning, painting, or similar work that does not result in the alteration of an improvement.

"Person" means any individual, association, partnership, firm, corporation, public agency, or political subdivision.

"Potential historic resource" means any improvement, building, structure, landscape, sign, feature, site, place or area that is: (1) listed in the City's Historic Resources Inventory with a National Register rating of 1-5 or a local survey rating of A or B; and/or (2) listed in the National Register of Historic Places or California Register; and/or (3) that has been evaluated pursuant to the California Environmental Quality Act and determined by the Community Development Director to meet the criteria listed in (1) and/or (2) above.

"Relocation" means the displacement of any improvement within the same site.

"Removal" means the displacement of any improvement from the site.

"Restoration" means the act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacement of missing earlier work."

SECTION 2. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.302 is hereby amended and shall read as follows:

“§ 10-4.302 Minimum eligibility requirements, landmark.

In order to be eligible for consideration as a landmark, an historic resource must be at least 50 years old; with the exception that an historic resource of at least 30 years of age may be eligible if the Commission determines that the resource is very exceptional, or that it is threatened by demolition, removal, relocation, or inappropriate alteration.”

SECTION 3. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.304 is hereby amended and shall read as follows:

“§ 10-4.304 Minimum eligibility requirements, historic district.

In order to be eligible for consideration as an historic district, at least 75% of the buildings in the proposed district (excluding accessory buildings) must be at least 50 years old or otherwise meet the requirement of Section 10-4.302. In addition, no more than 25% of the buildings in the proposed district (excluding accessory buildings) may be noncontributing. Noncontributing buildings may be included as part of an historic district only to the extent that the Commission determines them to be essential to the geographic integrity of the district. The Commission shall make determinations identifying any noncontributing buildings within an historic district as part of the review process.”

SECTION 4. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.307 is hereby amended and shall read as follows:

“§ 10-4.307 Owner’s withdrawal of consent.

A property owner who has signed an application for inclusion of his or her property in a proposed historic district may withdraw such consent by filing a written notice of withdrawal with the City Clerk at any time prior to the close of the public hearing thereon before the Commission or before the City Council on appeal, if any.”

SECTION 5. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.308 is hereby amended and shall read as follows:

“§ 10-4.308 Commission study and determination.

Upon acceptance of a completed application for the designation of a landmark or historic district, a public hearing shall be scheduled before the Commission to study the proposed designation and to determine its eligibility and qualifications. Following the public hearing, the Commission shall decide to approve, in whole or in part, or disapprove the designation. All decisions to approve or disapprove designations shall be made by resolution, and shall set forth the findings and reasons relied upon in making the determination.”



SECTION 6. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.309 is hereby amended and shall read as follows:

“§ 10-4.309 Notice of designation, City departments.

Notice of the designation of a landmark or an historic district shall be transmitted to all appropriate City departments and any other interested governmental and civic agencies. Each City department shall incorporate the notice of designation into its records, so that future decisions or permissions regarding or affecting a landmark or historic district shall be made with the knowledge of the designation. For projects to be carried out by the City, or subject to discretionary approval by the City, that have a direct adverse effect on a landmark or properties within an historic district as determined by the responsible department, notice shall be given to the Commission. The Commission may review such projects and provide comments and recommendations to the reviewing or decision-making body.”

SECTION 7. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.310 is hereby amended and shall read as follows:

“§ 10-4.310 Removal of designation.

(a) In the event of substantial destruction of a landmark or historic district, the owner or owners of a landmark or owners representing a majority or controlling interest in a minimum of 51% of the parcels in an historic district may apply for removal of designation. The Commission or City Council may also initiate removal in such circumstances. The removal of a designation for this reason shall be processed and decided in the same manner as designations as set forth in this article, with the additional requirement that the determination of substantial destruction shall be set forth in the findings of the Commission.

(b) The complete demolition or removal of a landmark shall result in the removal of the landmark designation.

(c) Once a landmark or historic district designation has been removed, affected properties shall no longer be subject to any provision or regulation of this chapter.”

SECTION 8. AMENDMENT OF CODE. Title 10, Chapter 4, Article 4, Section 10-4.404 is hereby amended and shall read as follows:

“§ 10-4.404 Certificate of appropriateness for removal or demolition.

(a) Discretionary review of demolition permits. The demolition of a historic landmark, buildings in a historic district, or potential historic resource as described by this chapter is considered to be a discretionary permit and subject to the California Environmental Quality Act (CEQA) and Permit Streamlining Act. Therefore, a demolition permit shall not be issued pursuant to Title 9, Chapter 17, until the requirements of Article 4 herein have been met.

(b) Demolition review and conditions.

(1) The demolition of a landmark, structure located within an historic district, or potential historic resource shall be referred to the Commission for review and conditions.

(2) Where appropriate, the Commission may require that a memorial of the resources be incorporated into the proposed redevelopment of the site. Some examples are a photographic display, a book or pamphlet, an exhibit, re-use of original fixtures, and other methods deemed appropriate by the Commission.

(c) Concurrent processing of demolition permits and replacement plans.

(1) No permit to wholly or partially demolish, remove or relocate a historic landmark, building in a historic district, or potential historic resource shall be considered unless accompanied by complete applications for approvals necessary for the proposed new construction on the site.

(2) A demolition permit may not be issued until the building permit for the replacement structure is issued.

(3) Staff may refer the request for the replacement structure to the Commission for advisory direction.

(4) Exceptions may be granted to this section when compelled by public safety due to eminent hazard as determined by the Chief Building Official.

(d) Criteria for approval of certificates of appropriateness. The Commission, or the City Council upon appeal, shall issue a certificate of appropriateness only when it determines the following conditions to exist as applicable in each case:

(1) In the case of the whole or partial demolition or removal of a landmark or structure located within an historic district:

a. The structure and/or site is a hazard to public health or safety and repairs or stabilization are not physically possible; or

b. The site is required for a public use which will be of more benefit to the public than the historic resource, and there is no feasible alternative location for the public use; or

c. Removal of the resource to another site is not feasible or practical; or

d. For a building in an historic district, the proposed replacement structure will not detract from or adversely affect the character of the historic district; or

e. For a partial demolition or removal, such action will not result in the loss of the essential elements that make the resource significant.

(2) In the case where the applicant has requested consideration for approval of whole or partial demolition or removal on the basis of economic hardship:

a. It is not feasible to remove the resource to another site or otherwise preserve it; and

b. The denial of the proposed work will work an immediate and substantial hardship on the applicant because of condition peculiar to the particular improvement; and

c. The property cannot be put to a reasonable use or the owner cannot obtain a reasonable economic return therefrom without approval of the proposed work.”

SECTION 9. AMENDMENT OF CODE. Title 10, Chapter 4, Article 5, Section 10-4.501 is hereby amended and shall read as follows:

“§ 10-4.501 Commission review of alterations.

Any alteration to be conducted at the site of a potential historic resource or district may be referred by staff to the Commission prior to commencing any such work when staff determines that such review will assist the property owner in maintaining the significance and/or architectural integrity of the resource and to address issues of appropriateness and designation. Certain alterations, listed below, are excluded:

- (a) Repairing or replacing deteriorated materials with applications or use of exterior materials of the same kind, type, and texture already in use on the resource and/or consistent with the style or period for re-roofing, windows, siding material, chimneys and fireplaces;
- (b) Accessory structures;
- (c) Fencing; and/or
- (d) Additions or deletions of awnings, shutters, canopies and similar incidental appurtenances.”

SECTION 10. AMENDMENT OF CODE. Title 10, Chapter 4, Article 6, Section 10-4.601 is hereby amended and shall read as follows:

“§ 10-4.601 Appeals.

Any decision by the Commission to approve or disapprove a designation of a landmark or historic district, or to approve or disapprove a Certificate Of Appropriateness, or to remove or not remove a property from the potential historic resource list pursuant to Section 10-4.311, shall be final and conclusive unless, by 5:00 p.m. of the tenth (10th) day following such decision (or of the next working day if the tenth (10th) day falls on a weekend or holiday):

- (a) A written appeal on the form designated by the City is filed by any interested party with the City Clerk requesting a public hearing before the City Council stating the grounds for the appeal and all required fees for said appeal are paid in full; or
- (b) The Mayor or a member of the City Council requests a public hearing before the City Council stating the grounds for the appeal. Provided however that the City Council member or Mayor requesting the appeal shall disqualify him or herself from hearing the appeal unless he or she can certify in writing that the appeal is being requested as a result of public interest in the decision to be reviewed and he or she has no predisposition against or in favor of the project. The City Council as a whole shall be prohibited from voting to appeal any matter in which they will sit as the reviewing body.

Such appeal, or City Council request for a public hearing, shall be set for a public hearing by the City Clerk in a timely fashion.”

SECTION 3. 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 4. 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 5. This ordinance shall be published by one insertion in the official newspaper of said city, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this XX<sup>th</sup> day of XXXXX, 2025.

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

APPROVED AS TO FORM:

ATTEST:

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

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

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. XXXX-XX was duly introduced at a regular meeting of the City Council held on the <sup>th</sup> day of , 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the -XX<sup>st</sup> day of XXXXX, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Eleanor Manzano, CMC  
City Clerk

City of Redondo Beach, CA  
Friday, August 29, 2025

## Title 10. Planning and Zoning

### Chapter 4. HISTORIC RESOURCES PRESERVATION

#### Article 1. General Provisions

##### § 10-4.104. Definitions.

For the purpose of this chapter, unless otherwise apparent from the context, certain words and phrases are defined as follows:

"Alteration" means any exterior change or modification of any landmark or of any improvement located on a property within an historic district including, but not limited to, exterior changes to or modifications of an improvement, or a structure or any of its architectural details or visual characteristics, including paint color and surface texture, grading, surface paving, and new structures.

Alteration, minor. "Minor alteration" means an alteration that has been determined to have limited potential to affect the defining character and architectural style of the subject structure or resource. In no case shall minor alterations include actions involving new construction or full or partial demolition of a resource, or actions requiring approval on the basis of a finding of economic hardship.

"Certificate of appropriateness" means a certificate approving such plans, specifications, design, or statements of work, for any proposed alteration, restoration, demolition, removal, or relocation, in whole or in part, of or to improvements relative to landmarks or any property within a historic district.

"Commission" means the Preservation Commission established by Chapter 9, Title 2 of this Code.

"Contributing building" means a building within an historic district that has a special character, special historic or aesthetic interest or value, and is incorporated into the district for that reason.

"Demolition" means any acts that destroy in whole or in part, a building, structure, or improvement.

"Exterior architectural feature" means the architectural style, design, general arrangement, components, natural features and all the outer surfaces of an improvement, including, but not limited to, the kind and texture of the building material, the type and style of all windows, doors, lights, signs, walls, fences, and other fixtures appurtenant to such improvement.

"Historic district" may be a geographic district or a thematic district. A "geographic district" means any geographic area, such as one or more blocks or block faces containing a multiple number of historically significant resources within the area. A "thematic district" means a compilation of historic resources that are not geographically linked, but rather are linked by similar characteristics that can be clearly articulated. In either kind of district the resources collectively have a special character or special historic, cultural, architectural, archeological, community or aesthetic value, or represent one or more architectural periods or styles typical to the history of the City. The resources may or may not have individual merit, but rather are significant because of qualification in a district.

"Historic resource" means any improvement, building, structure, landscape, sign, feature, site, place or area of scientific, aesthetic, educational, cultural, architectural, or historic significance to the citizens of the City.

"Improvement" means any building, structure, place, wall, fence, gate, sign, landscaping, or other object constituting a physical alteration of real property, or any part of such alteration.

"Landmark" means any improvement that has historical, cultural, aesthetic or architectural character or value, or which represents one or more architectural periods or styles typical to the history of the City and that has been designated as a landmark pursuant to this chapter.

"Minor Alterations Subcommittee" means a subcommittee of the Preservation Commission whose function is to review certificates of appropriateness involving minor alterations and to advise the Commission on matters of an architectural and design nature. The Minor Alterations Subcommittee shall consist of the following three members appointed by the chairperson of the Commission: the staff liaison to the Commission, and two members of the Commission, one of which shall be a professional from the field of architecture, if such a professional sits on the Commission.

"Noncontributing building" means a building within an historic district that does not possess the qualifications or characteristics of a contribution building due to such factors as age or alteration, but which has been included within the district because of its impact on the geographic integrity and overall character of the district.

"Ordinary maintenance" means any cleaning, painting, or similar work that does not result in the alteration of an improvement.

"Person" means any individual, association, partnership, firm, corporation, public agency, or political subdivision.

"Potential historic resource" means any improvement, building, structure, landscape, sign, feature, site, place or area that is: (1) listed in the City's Historic Resources Inventory with a National Register rating of 1-5 or a local survey rating of A or B; and/or (2) listed in the National Register of Historic Places or California Register; and/or (3) that has been evaluated pursuant to the California Environmental Quality Act and determined by the Community Development Director to meet the criteria listed in (1) and/or (2) above.

"Relocation" means the displacement of any improvement within the same site.

"Removal" means the displacement of any improvement from the site.

"Restoration" means the act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacement of missing earlier work.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 1(60), Ord. 2844 c.s., eff. November 4, 1999, §§ 2, 3, Ord. 2933 c.s., eff. June 3, 2004, and § 1, Ord. 3107 c.s., eff. February 8, 2013)

## Article 3. Designation of Landmarks and Historic Districts

### § 10-4.302. Minimum eligibility requirements, landmark.

In order to be eligible for consideration as a landmark, an historic resource must be at least 50 years old; with the exception that an historic resource of at least 30 years of age may be eligible if the Preservation Commission determines that the resource is very exceptional, or that it is threatened by demolition, removal, relocation, or inappropriate alteration.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

## § 10-4.304. Minimum eligibility requirements, historic district.

In order to be eligible for consideration as an historic district, at least 75% of the buildings in the proposed district (excluding accessory buildings) must be at least 50 years old or otherwise meet the requirement of Section **10-4.302**. In addition, no more than 25% of the buildings in the proposed district (excluding accessory buildings) may be noncontributing. Noncontributing buildings may be included as part of an historic district only to the extent that the Preservation Commission determines them to be essential to the geographic integrity of the district. The Preservation Commission shall make determinations identifying any noncontributing buildings within an historic district as part of the review process.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

## § 10-4.307. Owner's withdrawal of consent.

A property owner who has signed an application for inclusion of his or her property in a proposed historic district may withdraw such consent by filing a written notice of withdrawal with the City Clerk at any time prior to the close of the public hearing thereon before the Preservation Commission or before the City Council on appeal, if any.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 1, Ord. 2638 c.s., eff. September 5, 1991)

## § 10-4.308. Commission study and determination.

Upon acceptance of a completed application for the designation of a landmark or historic district, a public hearing shall be scheduled before the Preservation Commission to study the proposed designation and to determine its eligibility and qualifications. Following the public hearing, the Commission shall decide to approve, in whole or in part, or disapprove the designation. All decisions to approve or disapprove designations shall be made by resolution, and shall set forth the findings and reasons relied upon in making the determination.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 5, Ord. 2933 c.s., eff. June 3, 2004)

## § 10-4.309. Notice of designation, City departments.

Notice of the designation of a landmark or an historic district shall be transmitted to all appropriate City departments and any other interested governmental and civic agencies. Each City department shall incorporate the notice of designation into its records, so that future decisions or permissions regarding or affecting a landmark or historic district shall be made with the knowledge of the designation. For projects to be carried out by the City, or subject to discretionary approval by the City, that have a direct adverse effect on a landmark or properties within an historic district as determined by the responsible department, notice shall be given to the Preservation Commission. The Preservation Commission may review such projects and provide comments and recommendations to the reviewing or decision-making body.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

## § 10-4.310. Removal of designation.

- (a) In the event of substantial destruction of a landmark or historic district, the owner or owners of a landmark or owners representing a majority or controlling interest in a minimum of 51% of the parcels in an historic district may apply for removal of designation. The Preservation Commission or City Council may also initiate removal in such circumstances. The removal of a designation for this reason shall be processed and decided in the same manner as designations as set forth in



this article, with the additional requirement that the determination of substantial destruction shall be set forth in the findings of the Commission.

- (b) The complete demolition or removal of a landmark shall result in the removal of the landmark designation.
  - (c) Once a landmark or historic district designation has been removed, affected properties shall no longer be subject to any provision or regulation of this chapter.
- (§ 2, Ord. 2554 c.s., eff. August 31, 1989)

## Article 4. Certificate of Appropriateness Required

### § 10-4.404. Certificate of appropriateness for removal or demolition.

- (a) Discretionary review of demolition permits. The demolition of a historic landmark, buildings in a historic district, or potential historic resource as described by this chapter is considered to be a discretionary permit and subject to the California Environmental Quality Act (CEQA) and Permit Streamlining Act. Therefore, a demolition permit shall not be issued pursuant to Title 9, Chapter 17, until the requirements of Article 4 herein have been met.
- (b) Demolition review and conditions.
  - (1) The demolition of a landmark, structure located within an historic district, or potential historic resource shall be referred to the Preservation Commission for review and conditions.
  - (2) Where appropriate, the Commission may require that a memorial of the resources be incorporated into the proposed redevelopment of the site. Some examples are a photographic display, a book or pamphlet, an exhibit, re-use of original fixtures, and other methods deemed appropriate by the Commission.
- (c) Concurrent processing of demolition permits and replacement plans.
  - (1) No permit to wholly or partially demolish, remove or relocate a historic landmark, building in a historic district, or potential historic resource shall be considered unless accompanied by complete applications for approvals necessary for the proposed new construction on the site.
  - (2) A demolition permit may not be issued until the building permit for the replacement structure is issued.
  - (3) Staff may refer the request for the replacement structure to the Preservation Commission for advisory direction.
  - (4) Exceptions may be granted to this section when compelled by public safety due to eminent hazard as determined by the Chief Building Official.
- (d) Criteria for approval of certificates of appropriateness. The Commission, or the City Council upon appeal, shall issue a certificate of appropriateness only when it determines the following conditions to exist as applicable in each case:
  - (1) In the case of the whole or partial demolition or removal of a landmark or structure located within an historic district:
    - a. The structure and/or site is a hazard to public health or safety and repairs or stabilization are not physically possible; or
    - b. The site is required for a public use which will be of more benefit to the public than the historic resource, and there is no feasible alternative location for the public use; or

- c. Removal of the resource to another site is not feasible or practical; or
  - d. For a building in an historic district, the proposed replacement structure will not detract from or adversely affect the character of the historic district; or
  - e. For a partial demolition or removal, such action will not result in the loss of the essential elements that make the resource significant.
- (2) In the case where the applicant has requested consideration for approval of whole or partial demolition or removal on the basis of economic hardship:
- a. It is not feasible to remove the resource to another site or otherwise preserve it; and
  - b. The denial of the proposed work will work an immediate and substantial hardship on the applicant because of condition peculiar to the particular improvement; and
  - c. The property cannot be put to a reasonable use or the owner cannot obtain a reasonable economic return therefrom without approval of the proposed work.
- (§ 14, Ord. 2933 c.s., eff. June 3, 2004, as amended by § 1, Ord. 3102 c.s., eff. February 8, 2013)

## Article 5. Advisory Review—Potential Historic Resources

### § 10-4.501. Commission review of alterations.

Any alteration to be conducted at the site of a potential historic resource or district may be referred by staff to the Preservation Commission prior to commencing any such work when staff determines that such review will assist the property owner in maintaining the significance and/or architectural integrity of the resource and to address issues of appropriateness and designation. Certain alterations, listed below, are excluded:

- (a) Repairing or replacing deteriorated materials with applications or use of exterior materials of the same kind, type, and texture already in use on the resource and/or consistent with the style or period for re-roofing, windows, siding material, chimneys and fireplaces;
- (b) Accessory structures;
- (c) Fencing; and/or
- (d) Additions or deletions of awnings, shutters, canopies and similar incidental appurtenances.

(§ 16, Ord. 2933 c.s., eff. June 3, 2004)

## Article 6. Appeals

### § 10-4.601. Appeals.

Any decision by the Preservation Commission to approve or disapprove a designation of a landmark or historic district, or to approve or disapprove a Certificate Of Appropriateness, or to remove or not remove a property from the potential historic resource list pursuant to Section **10-4.311**, shall be final and conclusive unless, by 5:00 p.m. of the tenth (10th) day following such decision (or of the next working day if the tenth (10th) day falls on a weekend or holiday):

- (a) A written appeal on the form designated by the City is filed by any interested party with the City Clerk requesting a public hearing before the City Council stating the grounds for the appeal and all required fees for said appeal are paid in full; or

- (b) The Mayor or a member of the City Council requests a public hearing before the City Council stating the grounds for the appeal. Provided however that the City Council member or Mayor requesting the appeal shall disqualify him or herself from hearing the appeal unless he or she can certify in writing that the appeal is being requested as a result of public interest in the decision to be reviewed and he or she has no predisposition against or in favor of the project. The City Council as a whole shall be prohibited from voting to appeal any matter in which they will sit as the reviewing body.

Such appeal, or City Council request for a public hearing, shall be set for a public hearing by the City Clerk in a timely fashion.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by §§ 16, 17, Ord. 2933 c.s., eff. June 3, 2004)

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, REPEALING SECTIONS 2-9.201 THROUGH 2-9.803 OF THE REDONDO BEACH MUNICIPAL CODE REGARDING THE PUBLIC SAFETY COMMISSION, AND ADDING SECTIONS 2-9.1601 THROUGH 2-9.1604 REGARDING OF THE REDONDO BEACH MUNICIPAL CODE REGARDING THE POLICE, FIRE, AND HOMELESS SERVICES COMMISSION

WHEREAS, during its regular meeting on July 1, 2025, the City Council discussed and approved repealing the Public Safety Commission;

WHEREAS, from time to time, the City's Police Department, Fire Department, and City Attorney's Office consider requesting approval by the City Council and Mayor of proposed contracts, funding, legislation and policy initiatives for their respective departments;

WHEREAS, on occasion, these proposed contracts, funding, legislation and policy initiatives involve significant issues and considerations that substantively impact the ***quality of life, public safety, privacy, or other major concerns*** of the City's residents, which deserve due and thorough consideration by the City Council and Mayor;

WHEREAS, while considering such proposed contracts, funding, legislation and policy initiatives, the City Council and Mayor may benefit from receiving prompt advisory input, evaluation, and recommendations from a commission of residents prior to deliberating and deciding upon whether, and to what extent, to approve any such proposals;

WHEREAS, the powers and duties of such a commission must be very narrowly focused and restricted, and take into consideration the limited time and resources of the City and its staff;

WHEREAS, as such, the decision of whether and when to assign any matters, *if at all*, to such a commission for consideration in the first instance must be *within the sole discretion and judgment* of the respective City departments and elected officials; and

WHEREAS, there shall be no expectation of, nor requirement for, regularly scheduled meetings of the Commission, and Commissioners must be prepared to attend Commission meetings when they are scheduled, and to act, on short notice.

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

SECTION 1.

SECTION 2. ADDITION OF CODE SECTION. Section 2-9.1601 through 2-9.1604 of the Redondo Beach Municipal Code are hereby added and shall read as follows:

“§ 2-9.1601 **Police, Fire, and Homeless Services.**

There is hereby created a Police, Fire, and Homeless Services Commission.

§ 2-9.1602 **Membership and Terms.**

- (a) Membership. The Commission shall consist of five members appointed by the Mayor, subject to confirmation by the City Council. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district.
- (b) Terms. The members of the Police, Fire and Homeless Services Commission shall serve for a term of four years, commencing October 1 and ending September 30, or as soon thereafter as his or her successor is appointed.

§ 2-9.1603 **Powers and Duties.**

- (a) The Commission shall act ***solely as an advisory board*** to the City Council and Mayor, and only with respect to matters assigned to it from time to time by, or at the direction of the Chief of Police, Fire Chief, City Attorney, City Manager, or City Council, concerning proposed contracts, funding, legislation or policy initiatives that may substantively impact the quality of life, public safety, privacy, or other major concerns of the City's residents.
- (b) The Commission shall promptly, with the assistance of City staff, study, discuss, evaluate, and make ***written reasoned recommendations*** in an advisory capacity directly to the City Council and Mayor for consideration, as to those specific matters assigned to the Commission. Those recommendations may be issued by the Commission as a whole, and/or by individual Commissioners.

§ 2-9.1604 **The Limited and Restricted Scope of the Powers and Duties of the Commission.**

- (a) The Commission is a reviewing and recommending body only, except as provided in this Article, and the Commission shall have no other powers or duties.
- (b) As such, the Commission, and its individual Commissioners, ***shall have no power, duties, responsibility, role, or authority to***, among other things to:
  - (1) ***Agendize*** for discussion, investigate, or otherwise address, or request to consider, any matters not assigned to it by, or at the

direction of, the Chief of Police, Fire Chief, City Attorney, City Manager, or City Council; or,

- (2) Demand that any particular City staff, personnel, contractor, elected official or any other person or entity participate at or appear before a meeting of the Commission; or,
- (3) Demand that any particular documents or information be provided to the Commission; or,
- (4) Direct, interfere with or participate in the operations or management of any City department, staff, personnel, or contractor, or attempt to do so; or,
- (5) Review, evaluate, investigate, or comment upon matters which are within the duties and functions of any other City commission or committee, and not specifically assigned to the Commission; or,
- (6) Review, evaluate, investigate, or comment upon individual personnel complaints involving any City department, personnel, contractor, elected officials, or others; or,
- (7) Represent to be acting for or on behalf of the City, its staff, personnel, or contractors, or any City elected officials, nor commit the officers, employees, or staff of the City in any manner or to any course of action. To the contrary, the commission shall act as a study center and clearinghouse for advisory action to the City Council and Mayor.



# Administrative Report

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R.1., File # 25-1210

Meeting Date: 9/2/2025

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**TITLE**

ADJOURN IN MEMORY OF ROBERT A. WINJE, FATHER OF PUBLIC WORKS DIRECTOR ANDY WINJE





# Administrative Report

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R.2., File # 25-1214

Meeting Date: 9/2/2025

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**TITLE**

ADJOURN IN MEMORY OF RBPB RETIRED LT. EDWARD G. STAAL