

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, June 7, 2022**

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.

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

TO WATCH MEETING LIVE ON CITY'S WEBSITE:

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

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

TO WATCH MEETING LIVE ON YOUTUBE:

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

TO JOIN ZOOM MEETING (FOR PUBLIC 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_Xfto5ZvpSHq_bHowAaAO5g

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

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

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

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

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

EMAIL: TO PARTICIPATE BY WRITTEN COMMUNICATION, EMAILS MUST BE RECEIVED BEFORE 3:00PM THE DAY OF THE MEETING (EMAILS WILL NOT BE READ OUT LOUD): Written materials pertaining to matters listed on the posted agenda received after the agenda has been published will be added as supplemental materials under the relevant agenda item.

Public comments may be submitted by email to cityclerk@redondo.org. Emails must be received before 3:00 p.m. on the date of the meeting to ensure Council and staff have the ability to review materials prior to the meeting.

4:30 PM - CLOSED SESSION - ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

B. ROLL CALL

C. SALUTE TO FLAG AND INVOCATION

D. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

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

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

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

F. RECESS TO CLOSED SESSION

F.1. [CONFERENCE WITH REAL PROPERTY NEGOTIATOR -](#) [The Closed Session is authorized by the Government Code Section 54956.8.](#)

[AGENCY NEGOTIATOR:](#)
[Mike Witzansky, City Manager](#)

[PROPERTY:](#)
[APN #s 7505-010-015, 7505-010-035 and 7505-010-036](#)

[NEGOTIATING PARTY:](#)
[Michael Davitt, Director of Real Estate](#)
[Archdiocese of Los Angeles](#)

[UNDER NEGOTIATION:](#)
[Both Price and Terms](#)

F.2. [CONFERENCE WITH REAL PROPERTY NEGOTIATOR -](#) [The Closed Session is authorized by the Government Code Section 54956.8.](#)

[AGENCY NEGOTIATOR:](#)
[Mike Witzansky, City Manager](#)
[Ted Semaan, Public Works Director](#)

[PROPERTY:](#)
[Portion of APN # 7503-028-904](#)

[NEGOTIATING PARTY:](#)

Rebecca Udokop, Right of Way Agent
CA Department of Transportation

UNDER NEGOTIATION:
Both Price and Terms

- F.3.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR -The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:
Pier Plaza
123 W. Torrance Blvd #201, Redondo Beach, CA 90277
(a portion of APN: 7505-002-908)

NEGOTIATING PARTY:
Dan Benhamo
Principal, The Beach House, Inc.

UNDER NEGOTIATION:
Both Price and Terms

- F.4.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Ted Semaan, Public Works Director

PROPERTY:
APN 4082-007-002

NEGOTIATING PARTY:
Pacific Crest Cemetery Co., Inc.

UNDER NEGOTIATION:
Both Price and Terms

- F.5.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR -The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:
Pier Plaza
107 W. Torrance Blvd #202, Redondo Beach, CA 90277
(a portion of APN: 7505-002-908)

-
NEGOTIATING PARTY:
Daniel Scheele, an individual

UNDER NEGOTIATION:
Both Price and Terms

- F.6.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR -The Closed Session is authorized by the Government Code Section 54956.8.

-
AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Greg Kapovich, Waterfront & Economic Development Director

-
PROPERTY:
Pier Plaza
121 W. Torrance Blvd #201, Redondo Beach, CA 90277
(a portion of APN: 7505-002-908)

-
NEGOTIATING PARTY:
Monica Quintero, an individual
UNDER NEGOTIATION:
Both Price and Terms

- 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:
Deborah Klebe v. J & S Striping Company, Inc.; City of Redondo Beach, et al.
Case Number: 21STCV38496

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

- 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:
Luke Carlson, et al v City of Redondo Beach, et al.
Case Number: 2:20-cv-00259-ODW-SS

- 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:

- F.11.** [CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION](#) ___ - ___ [The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9\(d\)\(3\).](#)

[One potential case](#)

- G. RECONVENE TO OPEN SESSION**
- H. ROLL CALL**
- I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS**
- J. ADJOURN TO REGULAR MEETING**

6:00 PM - OPEN SESSION - REGULAR MEETING

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. SALUTE TO THE FLAG AND INVOCATION**
- D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS**
- E. APPROVE ORDER OF AGENDA**
- F. AGENCY RECESS**
- F.1.** [REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY](#)
CONTACT: JENNIFER PAUL, FINANCE DIRECTOR
- F.2.** [REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY](#)
CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR
- F.3.** [PUBLIC FINANCING AUTHORITY - REGULAR MEETING - CANCELLED](#)
CONTACT: ELEANOR MANZANO, CITY CLERK
- G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**
Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.
- G.1.** [For Blue Folder Documents Approved at the City Council Meeting](#)
- H. CONSENT CALENDAR**

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

Calendar item on the agenda, which has not been pulled by Council for discussion. Each speaker will be permitted to speak only once and comments will be limited to a total of three minutes.

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR AND REGULAR MEETING OF JUNE 7, 2022

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. APRIL 19, 2022 ADJOURNED REGULAR & REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 28198-28230 IN THE AMOUNT OF \$51,313.57, PD. 5/27/22
DIRECT DEPOSIT 248731-249252 IN THE AMOUNT OF \$1,955,894.44, PD. 5/27/22
EFT/ACH \$7,557.23, PD. 5/13/22 (PP2210)
EFT/ACH \$362,064.60, PD. 5/18/22 (PP2210)

ACCOUNTS PAYABLE DEMANDS
CHECKS 103677-103829 IN THE AMOUNT OF \$1,921,305.25
EFT CALPERS MEDICAL INSURANCE \$366,064.50
EFT BARINGS MULTIFAMILY CAPITAL \$265,781.00
DIRECT DEPOSIT 100006057-100006157 IN THE AMOUNT OF \$85,775.01, PD. 6/1/22
REPLACEMENT DEMANDS 103675-103676 \$15,462.58

CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

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

1. APPROVE AN AMENDMENT TO THE AGREEMENT WITH COMMUNICATION STRATEGIES, LLC FOR TELECOMMUNICATIONS CONSULTING AND PHONE SYSTEM REPLACEMENT SERVICES TO EXTEND THE TERM TO JUNE 30, 2023 AT NO ADDITIONAL COST.

2. APPROVE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC., THE CITY'S MUNIS FINANCIAL MANAGEMENT SYSTEM PROVIDER, TO DISCONTINUE LICENSING AND SUPPORT FOR THE EXECUTIME TIME AND ATTENDANCE MODULES FOR A CREDIT AMOUNT OF \$8,866.20 AND A REDUCTION OF \$17,000 IN LICENSING AND SUPPORT COSTS FOR THE EXISTING TERM THROUGH JUNE 30, 2024.

3. APPROVE AN AGREEMENT WITH EASY READER, INC. FOR LEGAL PUBLICATIONS IN AN AMOUNT OF \$8.00 PER COLUMN INCH (ESTIMATED EXPENDITURE FOR FY 2022-23 IS \$17,600) FOR THE TERM JULY 1, 2022 TO JUNE 30, 2023.

4. APPROVE AN AGREEMENT WITH THE LOS ANGELES COUNTY

AUDITOR-CONTROLLER TO PROVIDE THE PLACEMENT OF DIRECT ASSESSMENTS FOR FISCAL YEAR 2022-2023 ON THE SECURED TAX ROLL FOR STREET LANDSCAPING AND LIGHTING DISTRICT, SEWER USER FEES AND REFUSE FEES FOR AN AMOUNT OF \$0.25 PER ASSESSMENT PER PARCEL AND \$13.00 FOR EACH CORRECTION (ESTIMATED FY 2022-23 EXPENDITURE IS \$15,000).

5. APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH CATAPULT SYSTEMS LLC FOR SUPPORT WITH MICROSOFT ACTIVE DIRECTORY FEDERATION SERVICES, OFFICE 365 IDENTITY, AZURE IDENTITY AND ASSISTANCE WITH OTHER MICROSOFT RELATED SOFTWARE AND SERVICES FOR AN ADDITIONAL AMOUNT OF \$16,000 AND EXTEND THE TERM TO JUNE 30, 2023.

6. APPROVE AN AMMENDMENT TO THE AGREEMENT WITH KRONOS INCORPORATED TO ADD AN SMS MANAGEMENT SOFTWARE MODULE TO EXISTING TELESTAFF ENTERPRISE SERVICES AT ZERO COST TO THE CITY WITH NO CHANGE TO THE TERM.

CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

H.6. EXCUSE ABSENCES OF COMMISSIONERS FROM VARIOUS COMMISSION MEETINGS

CONTACT: ELEANOR MANZANO, CITY CLERK

H.7. CITY TREASURER'S QUARTER 3 FISCAL YEAR 2021-2022 REPORT

CONTACT: STEVEN DIELS, CITY TREASURER

H.8. RECEIVE AND FILE A REPORT ON THE AGREEMENT WITH PALOS VERDES ESTATES FOR USE OF THE CITY'S JAIL SERVICES.

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.9. ADOPT BY TITLE ONLY ORDINANCE NO. 3230-22, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADDING MUNICIPAL CODE CHAPTER 15 TO TITLE 3 REGARDING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS, FOR SECOND READING AND ADOPTION.

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.10. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-030, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE SUSPENSION OF PREFERENTIAL PARKING HOURS IN THE VINCENT AND VINCENT 2 PREFERENTIAL PARKING DISTRICTS FOR LIMITED HOURS ON JUNE 8 AND JUNE 9, 2022 FOR REDONDO BEACH UNIFIED SCHOOL DISTRICT COMMENCEMENT AND GRADUATION CEREMONIES

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.11. APPROVE AN AMENDMENT TO THE AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF THIRTY-SEVEN (37) PRO-EVIDENCE.COM LICENSES FOR ACCESS TO BODY-WORN CAMERA FOOTAGE FOR AN

ADDITIONAL AMOUNT OF \$51,948 AND A NEW TOTAL CONTRACT NOT TO EXCEED AMOUNT OF \$476,621.95

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

- H.12. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-031, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AMENDING THE OFFICIAL BOOK OF CLASSIFICATIONS FOR THE POSITION OF FIRE DIVISION CHIEF

CONTACT: KEITH KAUFFMAN, INTERIM FIRE CHIEF

- H.13. APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH VERONICA TAM & ASSOCIATES, INC. FOR CONSULTING SERVICES ASSOCIATED WITH THE HOUSING ELEMENT UPDATE AND THE PREPARATION OF AN INCLUSIONARY HOUSING ORDINANCE FOR AN ADDITIONAL AMOUNT OF \$10,440 FOR A NEW TOTAL AMOUNT NOT TO EXCEED \$172,390 AND TO EXTEND THE TERM THROUGH DECEMBER 31, 2022

CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

- H.14. APPROVE THE NON-STATE ENTITY SERVICE POLICY AND AGREEMENT (NESPA) WITH THE CALIFORNIA DEPARTMENT OF TECHNOLOGY TO SELF-CERTIFY THE CITY OF REDONDO BEACH AS A VALID NON-STATE ENTITY AUTHORIZED TO PARTICIPATE IN CALIFORNIA NETWORK AND TELECOMMUNICATIONS PROGRAM (CALNET) 4 CONTRACTS

APPROVE THE CALNET 4 AUTHORIZATION TO ORDER FORM WITH THE CALIFORNIA DEPARTMENT OF TECHNOLOGY TO ALLOW THE CITY OF REDONDO BEACH TO ORDER DATA NETWORK AND COMMUNICATIONS SERVICES AND PRODUCTS OFF OF CONTRACT IFB-C4DNCS19 CATEGORIES 20 THROUGH 30, FOR THE TERM APRIL 4, 2020 - JUNE 30, 2025

APPROVE CALNET 4 INDIVIDUAL PRICE REDUCTION AGREEMENT AND CALNET 3 INDIVIDUAL PRICE REDUCTION NOTIFICATION WITH MCI COMMUNICATION SERVICES LLC DBA VERIZON BUSINESS SERVICES FOR DATA CIRCUIT TRANSPORT AND PRIVATE WIRELESS GATEWAY SERVICES SPEED INCREASE FROM 50MBPS TO 300MBPS FOR MOBILE PUBLIC SAFETY NETWORK CONNECTIVITY FOR AN ESTIMATED INCREASE OF \$7,960 PER YEAR ON A MONTH-TO-MONTH TERM

CONTACT: CHRISTOPHER BENSON, INFORMATION TECH DIRECTOR

- H.15. APPROVE THE EIGHTH AMENDMENT TO THE AGREEMENT WITH UNIVERSAL PROTECTION SERVICE, DBA ALLIED UNIVERSAL SECURITY SERVICES, FOR CONTINUED TRANSIT CENTER SECURITY SERVICES THROUGH DECEMBER 31, 2022 FOR AN ADDITIONAL AMOUNT OF \$38,860.76.

CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

- H.16. APPROVE AN HISTORIC PROPERTY PRESERVATION AGREEMENT WITH TERRY L. AND LEIGH W. GASPAROVIC, OWNERS, FOR THE PROPERTY LOCATED AT 719 ELVIRA AVENUE BEGINNING ON JUNE 7, 2022 FOR THE TERM OF TEN YEARS WITH AUTOMATIC RENEWAL EVERY YEAR THEREAFTER

CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

- H.17. APPROVE A THREE-YEAR AGREEMENT WITH COMMERCIAL BUILDING MANAGEMENT TO PROVIDE JANITORIAL SERVICES AT TEN CITY COMMUNITY CENTER, RECREATION AND LIBRARY FACILITIES FOR AN ANNUAL COST OF \$172,986 AND A TOTAL AMOUNT NOT TO EXCEED \$518,958, FOR THE TERM JULY 1, 2022 TO JUNE 30, 2025

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.18. APPROVE THE PURCHASE OF TWO 2023 POLICE VEHICLES FROM NATIONAL AUTO FLEET GROUP FOR USE BY THE POLICE DEPARTMENT PATROL DIVISION FOR A TOTAL COST OF \$174,580.11

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.19. APPROVE THE GRANT AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING & WATERWAYS FOR CONSTRUCTION OF THE BASIN 2 SEWER PUMP OUT STATION UPGRADE PROJECT, JOB NO. 50310

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.20. APPROVE AN AGREEMENT WITH WALLACE & ASSOCIATES CONSULTING, LLC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE BASIN 2 SEWER PUMP OUT STATION UPGRADE PROJECT & HARBOR PATROL DOCK REPLACEMENT PROJECT, JOB NOS. 50310 & 70690, FOR AN AMOUNT NOT TO EXCEED \$300,000 AND THE TERM JUNE 07, 2022 - JUNE 07, 2025

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.21. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-032, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, PROCLAIMING SUNDAY, SEPTEMBER 11, 2022 AS "OPEN WATER SWIM DAY" IN THE CITY OF REDONDO BEACH IN SPONSORSHIP AND SUPPORT OF THE FOURTH 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: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

- H.22. APPROVE AMENDMENT NUMBER TWO TO THE LETTER OF AGREEMENT FOR FUNDING AND OPERATION OF THE REDONDO BEACH EMERGENCY HOMELESS SHELTER (PALLET SHELTERS)--

CONTACT: MICHAEL W. WEBB, 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

L.1. [CONTINUED PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2022-23 PROPOSED BUDGET, FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, AND ASSOCIATED BUDGET RESPONSE REPORTS](#)

- [a. Reconvene Public Hearing, take testimony;](#)
- [b. Continue Public Hearing to June 14, 2022; and](#)
- [c. Receive and file Budget Response Reports.](#)

CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

L.2. [PUBLIC HEARING TO CONSIDER ARAKELIAN ENTERPRISES INC. DBA ATHENS SERVICES PROPOSED SOLID WASTE CHARGES AND FEES FOR FISCAL YEAR 2022-2023](#)

[ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-034, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ESTABLISHING CONTRACTOR'S CHARGES AND CORRESPONDING CITY FEES FOR RESIDENTIAL, MULTIFAMILY AND COMMERCIAL REFUSE COLLECTION FOR THE 2022-2023 FISCAL YEAR](#)

PROCEDURES:

- [a. Open Public Hearing, take testimony; and](#)
- [b. Close Public Hearing; and](#)
- [c. Adopt by Title Only Resolution No. CC-2206-034](#)
- [d. Direct staff to allow commercial organics co-mingling with City of Hermosa Beach and to monitor implementation.](#)

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

L.3. [PUBLIC HEARING TO CONSIDER THE PROPOSED ASSESSMENTS FOR THE STREET LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2022-2023;](#)

[ADOPT, BY TITLE ONLY, RESOLUTION NO. CC-2206-033, A RESOLUTION OF THE CITY COUNCIL OF REDONDO BEACH, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT, AND LEVYING OF THE ASSESSMENT FOR THE STREET LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FOR THE FISCAL YEAR FROM JULY 1, 2022 TO JUNE 30, 2023; AND](#)

PROCEDURES:

- [A. OPEN THE PUBLIC HEARING, TAKE TESTIMONY; AND](#)
- [B. CLOSE THE PUBLIC HEARING; AND](#)
- [C. ADOPT THE RESOLUTION](#)

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING A WATERFRONT EDUCATION FACILITY AND PROGRAMMING CONCEPT TITLED OCEAN ENCOUNTER

APPROVAL OF THE CONCEPT AND DIRECTION TO STAFF TO PREPARE DRAFT PLANS, AGREEMENTS, AND OTHER APPLICABLE FACILITY IMPLEMENTATION DOCUMENTS

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager

PROPERTY:
APN #s 7505-010-015, 7505-010-035 and 7505-010-036

NEGOTIATING PARTY:
Michael Davitt, Director of Real Estate
Archdiocese of Los Angeles

UNDER NEGOTIATION:
Both Price and Terms

**R.2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR -
The Closed Session is authorized by the Government Code Section 54956.8.**

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Ted Semaan, Public Works Director

PROPERTY:
Portion of APN # 7503-028-904

NEGOTIATING PARTY:
Rebecca Udokop, Right of Way Agent
CA Department of Transportation

UNDER NEGOTIATION:
Both Price and Terms

- R.3.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR -The Closed Session is authorized by the Government Code Section 54956.8.

- AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Greg Kapovich, Waterfront & Economic Development Director

- PROPERTY:
Pier Plaza
123 W. Torrance Blvd #201, Redondo Beach, CA 90277
(a portion of APN: 7505-002-908)

- NEGOTIATING PARTY:
Dan Benhamo
Principal, The Beach House, Inc.

- UNDER NEGOTIATION:
Both Price and Terms

- R.4.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Ted Semaan, Public Works Director

PROPERTY:
APN 4082-007-002

NEGOTIATING PARTY:
Pacific Crest Cemetery Co., Inc.

UNDER NEGOTIATION:
Both Price and Terms

- R.5.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR -The Closed Session is authorized by the Government Code Section 54956.8.

- AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Greg Kapovich, Waterfront & Economic Development Director

- PROPERTY:
Pier Plaza
107 W. Torrance Blvd #202, Redondo Beach, CA 90277
(a portion of APN: 7505-002-908)

- NEGOTIATING PARTY:

Daniel Scheele, an individual

UNDER NEGOTIATION:
Both Price and Terms

- R.6.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR -The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:
Pier Plaza
121 W. Torrance Blvd #201, Redondo Beach, CA 90277
(a portion of APN: 7505-002-908)

NEGOTIATING PARTY:
Monica Quintero, an individual
UNDER NEGOTIATION:
Both Price and Terms

- 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:
Deborah Klebe v. J & S Striping Company, Inc.; City of Redondo Beach, et al.
Case Number: 21STCV38496

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

- 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:
Luke Carlson, et al v City of Redondo Beach, et al.
Case Number: 2:20-cv-00259-ODW-SS

- 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:
Redondo Beach Waterfront, LLC. v City of Redondo Beach
Court of Appeal Case Number: B311039

R.11. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(3).

One potential case

S. RECONVENE TO OPEN SESSION

T. ADJOURNMENT

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, June 14, 2022, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



Administrative Report

F.1., File # 22-4266

Meeting Date: 6/7/2022

TITLE

CONFERENCE WITH REAL PROPERTY NEGOTIATOR -

The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

PROPERTY:

APN #s 7505-010-015, 7505-010-035 and 7505-010-036

NEGOTIATING PARTY:

Michael Davitt, Director of Real Estate
Archdiocese of Los Angeles

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

F.2., File # 22-4271

Meeting Date: 6/7/2022

TITLE

CONFERENCE WITH REAL PROPERTY NEGOTIATOR -

The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Ted Semaan, Public Works Director

PROPERTY:

Portion of APN # 7503-028-904

NEGOTIATING PARTY:

Rebecca Udokop, Right of Way Agent

CA Department of Transportation

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

F.3., File # 22-4290

Meeting Date: 6/7/2022

TITLE

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

Pier Plaza

123 W. Torrance Blvd #201, Redondo Beach, CA 90277

(a portion of APN: 7505-002-908)

NEGOTIATING PARTY:

Dan Benhamo

Principal, The Beach House, Inc.

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

F.4., File # 22-4293

Meeting Date: 6/7/2022

TITLE

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager
Ted Semaan, Public Works Director

PROPERTY:

APN 4082-007-002

NEGOTIATING PARTY:

Pacific Crest Cemetery Co., Inc.

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

R.5., File # 22-4295

Meeting Date: 6/7/2022

TITLE

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

Pier Plaza

107 W. Torrance Blvd #202, Redondo Beach, CA 90277

(a portion of APN: 7505-002-908)

NEGOTIATING PARTY:

Daniel Scheele, an individual

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

F.6., File # 22-4296

Meeting Date: 6/7/2022

TITLE

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

Pier Plaza

121 W. Torrance Blvd #201, Redondo Beach, CA 90277

(a portion of APN: 7505-002-908)

NEGOTIATING PARTY:

Monica Quintero, an individual

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

F.7., File # 22-4269

Meeting Date: 6/7/2022

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:

Deborah Klebe v. J & S Striping Company, Inc.; City of Redondo Beach, et al.

Case Number: 21STCV38496



Administrative Report

F.8., File # 22-4306

Meeting Date: 6/7/2022

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

Name of case:

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

Case Number: 20STCP03193



Administrative Report

F.9., File # 22-4307

Meeting Date: 6/7/2022

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:

Luke Carlson, et al v City of Redondo Beach, et al.

Case Number: 2:20-cv-00259-ODW-SS



Administrative Report

F.10., File # 22-4308

Meeting Date: 6/7/2022

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:

Redondo Beach Waterfront, LLC. v City of Redondo Beach

Court of Appeal Case Number: B311039



Administrative Report

F.11., File # 22-4309

Meeting Date: 6/7/2022

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

One potential case



Administrative Report

F.1., File # 22-4073

Meeting Date: 6/7/2022

TITLE

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

**AGENDA
REGULAR MEETING
REDONDO BEACH COMMUNITY FINANCING AUTHORITY
TUESDAY, JUNE 7, 2022 - 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 June 7, 2022.

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 May 3, 2022.

C4. APPROVAL OF CHECK NUMBER 000496 IN THE AMOUNT OF \$475.73.

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, July 5, 2022, 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 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



Eleanor Manzano
City Clerk

415 Diamond Street, P.O. Box 270
Redondo Beach, California 90277-0270
www.redondo.org

tel 310 318-0656
fax 310 374-0220

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 June 7, 2022 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: June 2, 2022

MOTION TO READ BY TITLE ONLY

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

Recommendation - Approve

CALL TO ORDER

A Regular Meeting of the Community Financing Authority was called to order by Vice-Chair Obagi at 6:12 p.m. in the City Hall Council Chamber, 415 Diamond Street.

ROLL CALL

Members Present: Nehrenheim, Loewenstein, Horvath, Emdee, Vice-Chair Obagi
Members Absent: Chair Brand
Officials Present: Eleanor Manzano, City Clerk
Michael Webb, City Attorney
Mike Witzansky, City Manager
Vickie Kroneberger, Chief Deputy City Clerk
Diane Cleary, Minutes Clerk

A. APPROVAL OF ORDER OF AGENDA

It was the consensus of the Authority to approve the Order of Agenda as presented. There being no objections to the Order of Agenda, Vice-Chair Obagi so ordered.

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION – NONE

B1. BLUE FOLDER ITEMS – NONE

C. CONSENT CALENDAR

C1. APPROVE AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of May 3, 2022.

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

C3. APPROVE THE FOLLOWING MINUTES:
a. Regular Meeting of April 5, 2022.

C4. APPROVAL OF CHECK NUMBER 000494 THROUGH 000495 IN THE TOTAL AMOUNT OF \$4,707.00.

Motion by Member Horvath, seconded by Member Loewenstein, to approve Items C1 through C4. Hearing no objection, Vice-Chair Obagi so ordered.

D. EXCLUDED CONSENT CALENDAR ITEMS - NONE

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Vice-Chair Obagi called for public comment.

Craig Cadwallader, Surf Rider Foundation South Bay Chapter, spoke on AB2140 which is in Sacramento to give the City a way to terminate the AES Power Plant. He also said the State of California has reached close to 100% renewable energy generation for the entire state.

There being no further comments, Vice-Chair Obagi closed the public comment period.

- F. EX PARTE COMMUNICATIONS – NONE**
- G. PUBLIC HEARINGS – NONE**
- H. OLD BUSINESS – NONE**
- I. NEW BUSINESS – NONE**
- J. MEMBER ITEMS AND REFERRALS TO STAFF – NONE**
- K. ADJOURNMENT: 6:17 P.M.**

Motion by Member Emdee, seconded by Member Loewenstein, to adjourn at 6:17 p.m. There being no objections, Vice-Chair Obagi so ordered.

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, June 7, 2022, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

Respectfully submitted,

Eleanor Manzano, City Clerk



Administrative Report

Authority Action Date: June 7, 2022

To: CHAIRMAN & MEMBERS OF THE COMMUNITY FINANCING AUTHORITY

From: JENNIFER PAUL, FINANCE DIRECTOR

Subject: CHECK APPROVAL

RECOMMENDATION

Approve check number 000496 in the amount of \$475.73.

EXECUTIVE SUMMARY

The attached Summary Check Register lists check number 000496 in the amount of \$475.73. Check 000496 is a payment to the City for quarterly sewer fees associated with the Kincaid's Restaurant building.

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.

Administrative Report

June 7, 2022

Check Approval

Page 2

The payment to the City of Redondo Beach on check number 000496 in the amount of \$475.73 is for the January through March 2022 sewer fee in connection with the ownership of the Kincaid's Restaurant building.

COORDINATION

Disbursement of the check will be coordinated with Financial Services.

FISCAL IMPACT

Check number 000496 in the amount of \$475.73.

Submitted by:
Jennifer Paul, Finance Director

Approved for forwarding by:
Mike Witzansky, City Manager

dkaku

Attachment:

- Summary Check Register

COMMUNITY FINANCING AUTHORITY
Summary Check Register

DATE	CHECK NO	AMOUNT	PAYEE	DESCRIPTION
06/07/22	000496	\$ 475.73	Redondo Pier Association	Dues - January - March 2022
		<u>\$ 475.73</u>		



Administrative Report

F.2., File # 22-4284

Meeting Date: 6/7/2022

TITLE

REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

**AGENDA
REGULAR MEETING
REDONDO BEACH HOUSING AUTHORITY
TUESDAY, June 7, 2022 - 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 June 7, 2022.

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

C3. APPROVAL OF MINUTES OF THE FOLLOWING MEETINGS:
A. March 15, 2022

D. EXCLUDED CONSENT CALENDAR ITEMS

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

F. EX PARTE COMMUNICATIONS

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

G. PUBLIC HEARINGS

H. OLD BUSINESS

I. NEW BUSINESS

11. STATUS REPORT ON THE SECTION 8 AND FAIR HOUSING PROGRAMS

Recommendation: That the Chairman and Authority members receive and file the status report on the Section 8 and Fair Housing Programs.

CONTACT: CAMERON HARDING, 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, September 6, 2022 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.

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Community Services Department	1922 Artesia Boulevard Redondo Beach, California 90278 www.redondo.org	tel: 310 318-0610 fax: 310 798-8273
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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 – June 7, 2022 Regular Meeting

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

Meeting Date & Time June 7, 2022 6:00 p.m.

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

Cameron Harding, Housing Administrator

Date: May 31, 2022

MOTION TO READ BY TITLE ONLY

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

Recommendation - Approve

CALL TO ORDER

Via teleconference, a Regular Meeting of the Housing Authority was called to order by Chairman Brand at 6:13 p.m. in the City Hall Council Chamber, 415 Diamond Street.

ROLL CALL

Members Present: Nehrenheim, Loewenstein, Horvath, Obagi, Emdee, Lainez, Vogelsang, Chairman Brand

Members Absent: None

Officials Present: Michael W. Webb, City Attorney
Mike Witzansky, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

A. APPROVAL OF ORDER OF AGENDA

Motion by Member Obagi, seconded by Member Horvath, to approve the Order of Agenda as presented. Hearing no objections, Chair Brand so ordered.

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION – NONE

B.1 BLUE FOLDER ITEMS – NONE

C. CONSENT CALENDAR ITEMS

C.1. APPROVE AFFIDAVIT OF POSTING for the Regular Housing Authority meeting of March 15, 2022.

C.2. APPROVE MOTION TO READ BY TITLE ONLY and waive further reading of all Ordinances and Resolutions listed on the agenda.

C.3. APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:
A. December 7, 2021

Chairman Brand called for comments via eComment and Zoom. There being no comments, Chairman Brand closed the public comment period.

Motion by Member Lainez, seconded by Member Loewenstein, to approve the Consent Calendar as presented. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Obagi, Emdee, Lainez, Vogelsang

NOES: None

ABSENT: None

D. EXCLUDED CONSENT CALENDAR ITEMS - NONE

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS – NONE

Chairman Brand called for comments via eComment and Zoom. There being no comments, Chairman Brand closed the public comment period.

F. EX PARTE COMMUNICATIONS - NONE

G. PUBLIC HEARINGS

G1. A PUBLIC HEARING TO CONSIDER THE 2022-2023 PHA AGENCY PLAN

RESOLUTION NO. HA-2022-84 A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE STREAMLINED ANNUAL AGENCY PLAN FOR FISCAL YEAR 2022-2023 FOR SUBMISSION TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

Recommendation - that the Chairman and Commissioners:

- a. Open the Public Hearing, take Public Testimony; and
- b. Close the Public Hearing; and
- c. Adopt Resolution No. HA-2022-84 by title only; and
- d. Authorize the Chairman to execute the required certification forms for submission to the Department of Housing and Urban Development

CONTACT: CAMERON HARDING, HOUSING ADMINISTRATOR

Motion by Member Nehrenheim, seconded by Member Horvath, to open the public hearing. There being no objections, Chair Brand so ordered.

Housing Supervisor Angelica Zavala gave a presentation and overview of the 2022-2023 PHA Agency Plan discussed the agency goals.

Chairman Brand called for comments via eComment and Zoom. There being no comments, Chairman Brand closed the public comment period.

Motion by Member Nehrenheim, seconded by Member Horvath, to close the Public Hearing. There being no objections, Chair Brand so ordered.

Motion by Member Horvath, seconded by Member Nehrenheim, to adopt by title only Resolution No. HA-2022-84 and authorize the Chairman to execute the required certification forms for submission to the Department of Housing and Urban Development. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Obagi, Emdee, Lainez, Vogelsang
NOES: None
ABSENT: None

Chief Deputy City Clerk Vickie Kroneberger read by title only Resolution No. HA-2022-84.

H. OLD BUSINESS – NONE

I. NEW BUSINESS

I.1. STATUS REPORT ON THE SECTION 8 AND FAIR HOUSING PROGRAMS

RECOMMENDATION: THAT THE CHAIRMAN AND AUTHORITY MEMBERS RECEIVE AND FILE THE STATUS REPORT ON THE SECTION 8 AND FAIR HOUSING PROGRAMS.

CONTACT: CAMERON HARDING, HOUSING ADMINISTRATOR

Housing Supervisor Angelica Zavala gave a presentation and discussed the following:

- 442 households currently being assisted – 119 families, 323 senior/disabled
 - Current goal as outlined in the 5 years and 1 year agency plan is 633
 - Challenge to reaching goal
- Section 8 Activity for Last 3 months:
 - New Contracts – 7
 - Renewed Leases – 100
 - Moved/Permanently off - 12
 - Average HAP - \$1,272
 - Total HAP – \$1,656,072
- Section 8 Funding News FY 2021
- Veterans Affairs Supportive Housing (VASH)
- Section 8 Waiting List
- Fair Housing Program Activity
- Fair Housing Services
 - Housing Rights Center: (800) 477-5977
- Recommendations
 - Receive and file a status report on the Redondo Beach Section 8 and Fair Housing Programs

In response to Chairman Brand regarding the cost of the VASH Program, Housing Supervisor Angelica Zavala stated approximately \$6M a year and said she will provide information at the next meeting. Chairman Brand stated its a great program and service to the community, supported by the landlords, and payments are guaranteed.

In response to Member Emdee regarding user and passwords to check the wait list, Housing Supervisor Angelica Zavala believed when people sign up they receive this information.

Chairman Brand called for comments via eComment and Zoom. There being no comments, Chairman Brand closed the public comment period.

Motion by Member Obagi, seconded by Member Horvath, to receive and file the presentation. There being no objections, Chair Brand so ordered.

J. MEMBERS ITEMS AND REFERRALS TO STAFF – NONE

K. ADJOURNMENT: 6:34 p.m.

There being no further business to come before the Authority, Member Obagi moved, seconded by Member Horvath, to adjourn the meeting at 6:34 p.m. Motion carried unanimously, with no objection.

The next scheduled meeting of the Redondo Beach Housing Authority will be a Regular Meeting on Tuesday, June 7, 2022 at 6:00 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

Respectfully submitted,

Eleanor Manzano, City Clerk



Administrative Report

Authority Action Date: June 7, 2022

To: CHAIRMAN AND MEMBERS OF THE HOUSING AUTHORITY

From: CAMERON HARDING, HOUSING ADMINISTRATOR

Subject: STATUS REPORT ON THE SECTION 8 AND FAIR HOUSING PROGRAMS

RECOMMENDATION

Receive and file a quarterly status 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 rent assistance program that enables very low-income persons to live in decent, safe and sanitary, privately-owned housing. Tenants in Redondo Beach select their own rental housing per program guidelines. This report includes information regarding Housing Authority activity for the months of March, April and May of 2022.

The Redondo Beach Housing Authority continues to operate the Section 8 Program within its available resources. On May 12, 2022, the RBHA received its Calendar Year (CY) 2022 Renewal Funding Allocation notice from HUD. The CY 2022 allocation fully funded the Redondo Beach housing assistance contracts for CY 2022. On August 02, 2021, RBHA received notification from the Los Angeles Community Development Authority (LACDA) of continued funding of the Homeless Incentive Program for Fiscal Year 2021-2022. The amount of funding under this agreement is not to exceed \$25,917.

Consistent with HUD guidelines and current funding levels, the Housing Authority's goal is to backfill vacant voucher slots as they become available through attrition and/or terminations. The vacant slots would be filled by families who are on the Redondo Beach Section 8 waiting list. There are approximately 4,260 families currently on the Redondo Beach Section 8 waiting list. The Housing Authority is providing referral and supportive information to renters of all types who may be under housing stress during the Pandemic.

BACKGROUND

Section 8 Program Activity

The Housing Authority is currently assisting 441 households under the Section 8 Housing Choice Voucher Program. Of those households, approximately 324 are headed by elderly and/or disabled persons; the remaining 117 are families headed by non-elderly, non-disabled persons.

During the months of March, April, and May of 2022, the Housing Authority executed 6 new contracts. The Housing Authority also renewed 119 leases. Four (4) tenants moved out of their rent assistance units and are permanently off the program. During this reporting quarter, the Housing Authority spent \$1,675,573 on housing assistance payments. The average per-unit client rent subsidy for this period was \$1,272/month. The Housing Authority's goal, as outlined in the 5-year and 1-year agency plans, is to assist an average of approximately 633 families. Attainment of this goal is affected by available units, market pricing and participating landlords.

The Housing Authority's attrition rate is approximately one to two vouchers per month. The Housing Authority has resumed conducting in-person eligibility interviews for families who are on the Section 8 waiting list. There are approximately 4,260 families on the Redondo Beach Section 8 waiting list.

HUD-VASH Vouchers

Veterans experiencing homelessness are referred to the HA by the Veteran's Affairs office. RBHA has a total of 30 veterans housed in Redondo Beach under the HUD-VASH program. The goal of RBHA is to utilize all 40 VASH vouchers allocated to the city. The renewal of these vouchers is included in the overall program funding for CY 2022.

Section 8 Funding

Housing Assistance Payments (HAP) are comprised of HUD monies provided to the Redondo Beach Housing Authority for rental assistance payments made to landlords on behalf of qualifying Section 8 program participants.

In May of 2022, HUD notified the Housing Authority that it would receive \$6,580,684 in HAP funding for CY 2022 (this is the total funding for the HCV and VASH Program). For comparison purposes, the Housing Authority received \$6,331,245 for CY 2021.

In May of 2022, HUD also provided its determination of the RBHA administrative fee. For FY 22-23, the administrative fee, subject to proration, was set at \$120.59 per unit leased.

In comparison, the Housing Authority received approximately \$108.66 per unit leased in CY 2021.

On May 10, 2021, HUD offered RBHA \$419, 268 plus ongoing administrative fee funding to administer 29 Emergency Housing Vouchers (EHV). EHV eligible recipients are individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. RBHA has partnered with the Los Angeles Homeless Services Authority, LAHSA, for program support and family referrals. The EHV Vouchers will be administered under the City's Housing Choice Voucher Program policies and procedures. Families accepted through the EHV program will be subject to the same criminal background and income eligibility screening as families accepted through the waiting list. Additionally, EHV families will be responsible for complying with the same program rules and federal regulations to maintain their housing assistance. On February 16, 2022, the RBHA entered into an interagency agreement with the Los Angeles County Development Authority (LACDA) for the administration of the Emergency Housing Voucher Program. Whereas voucher holders could only look for housing within the issuing Housing Authority's jurisdiction, this interagency agreement will allow EHV voucher holders to secure housing anywhere within the Los Angeles County area where their housing voucher is accepted. Year to date (YTD), the RBHA has received a total of 32 referrals from LAHSA and has leased 3 EHV families in Redondo Beach.

Payment Standards

The Department of Housing and Urban Development (HUD) requires Housing Authorities to establish a payment standard in the "basic" approvable range 90%-110% of the published fair market rent (FMR) for Los Angeles County. The basic range complies with section 24 of the Code of Federal Regulations (CFR) 982.503 and Public and Indian Housing (PIH) Notice 2002-20. Rental rates and rent increases continue to burden many of our low-income families that live in subsidized rental units under the Section 8 program.

In March of 2020, the Department of Housing and Urban Development (HUD) granted RBHA an exception payment standard for the HUD-VASH voucher program. Effective May 1, 2022 the VASH payment standards for RBHA were increased to 140% of the Federal Fiscal Year (FFY) 2022 Fair Market Rents. This increase in payment standard will enable veterans to competitively search and secure housing throughout Los Angeles County.

The Housing Authority reviews and updates its payment standards for the Section 8 rental assistance program on an annual basis or as needed. The payment standards are updated to reflect current rental market conditions to offer Section 8 families greater housing choices. Effective May 1, 2022 RBHA's payment standards for the HCV

(Housing Choice Voucher Program) were increased to 95% of the Federal Fiscal Year (FFY) 2022 Small Area Fair Market Rents. Payment standards for the HCV program had been last increased in July 2020.

The following Payment Standards became effective May 1, 2022:

	90277	90278	VASH (for both Zip Codes)
0 Bedroom	\$1,824	\$1,682	\$1,938
1 Bedroom	\$2,119	\$1,948	\$2,246
2 Bedroom	\$2,698	\$2,480	\$2,862
3 Bedroom	\$3,553	\$3,268	\$3,770
4 Bedroom	\$3,876	\$3,563	\$4,106

Section 8 Staff

The Housing Authority staff consists of 3 full-time and 2 part-time personnel who manage section 8 client files, interview program candidates from the waiting list, perform housing inspections, provide customer service, and submit required information to HUD.

Section 8 Waiting List

The Section 8 waiting list has been closed to new enrollees since September 2015. This strategy is consistent with funding, the agency’s 5-year plan, and the discretionary authority granted to the Redondo Beach Housing Authority (RBHA). There are approximately 4,260 families currently on the Redondo Beach Section 8 waiting list. The goal for the waiting list is to maintain an active pool of approximately 1,000 applicants at all times. Preference on the waiting list is given to Redondo Beach residents and to persons who work in Redondo Beach. Priority is also given to the Elderly, Disabled, Families (2 or more people in a household), honorably discharged Veterans of the U.S. Armed Forces and individuals experiencing homelessness. One of the Housing Authority’s goals is to refresh the waiting list and reopen it to attract eligible families already living or working in Redondo Beach.

Section 8 waiting list applicants that wish to check their status on the waiting list are encouraged to visit www.waitlistcheck.com or call (855) 361-9512.

Fair Housing Program

The Housing Authority continues to refer customers who need fair housing assistance to the Housing Rights Center, an agency partially funded by the City's CDBG Program. Persons needing assistance can contact the Housing Rights Center at (800) 477-5977. Their services include housing discrimination investigations, landlord/tenant mediation and counseling services.

COORDINATION

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

FISCAL IMPACT

The Section 8 Program is funded solely with grant monies from the U.S. Department of Housing and Urban Development. The Housing Authority's projected FY 2021-22 revenues and expenditures are detailed below.

<u>Revenue (HUD)</u>		<u>Expenditures</u>	
Housing Assistance Payments	\$6,331,245	Personnel	\$ 399,196
Administration	540,162	M & O	115,455
		ISF/Overhead	156,076
		Housing Assistance Payments	6,032,240
Total:	\$6,871,389	Total:	\$6,702,967

Any unexpended administrative funds are advanced to the administrative reserve account.

Submitted by:
Cameron Harding, Housing Administrator

Approved for forwarding by:
Mike Witzansky, City Manager

azavala

Attachments:

- March 2022 Renewal Funding Notice
- PowerPoint presentation



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

May 12, 2022

Dear Executive Director:

Subject: Housing Choice Voucher Program Calendar Year (CY) 2022 Renewal Funding Allocation

The purpose of this letter is to advise public housing agencies (PHAs) of the CY 2022 Housing Assistance Payments (HAP) renewal funding allocations for the Housing Choice Voucher Program (HCVP). The funding allocations described herein are based on the requirements of the Consolidated Appropriations Act, 2022, (P.L. 117-103) referred to hereafter as “the 2022 Act,” enacted on March 15, 2022. HUD is in the process of publishing the 2022 HCV Funding Implementation Notice and will notify PHAs by email when that occur. The Notice will be posted at the following link:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/notices/pih.

Your agency’s CY 2022 HAP renewal funding is identified at the top of the Enclosure A provided with this letter. Enclosure A sets forth the funding calculations for your PHA and provides estimated RAD 1 funding for the first full year of conversion and CY budget authority associated with tenant protection actions; the calculations are fully explained in the descriptions provided for this enclosure, and you are encouraged to review them thoroughly. Also included are Appendix I and II. Appendix I provides calculations related to the CY 2022 offset for reallocation. Appendix II provides a list of funding increments for which the PHA is receiving an additional inflation factor in CY 2022 to support increased costs since the increments were initially funded. If your agency is administering HUD Veterans Affairs Supported Housing (VASH) vouchers, the renewal of these vouchers is included in the overall renewal calculations. These vouchers are not renewed separately, other than for Moving to Work (MTW) agencies. PHAs must comply, however, with the statutory requirement that VASH vouchers may only be used to assist VASH-eligible participants, both initially and upon turnover.

The 2022 Act requires the Department to establish a new baseline for HAP funding eligibility, based on Voucher Management System (VMS) data for CY 2021 (January 1, 2021, through December 31, 2021). This practice is commonly referred to as re-benchmarking. Consistent with prior years, the Department provided PHAs with the opportunity to review and update all VMS data related to the funding calculations as detailed in this letter and the enclosure. The VMS data used is the data reported by each PHA and accepted in VMS as of the end of the data review period on January 28, 2022, the same date as the December 2021 data submission deadline. There will be no further appeals or adjustments to these data items, except at the direction of the Department.

The 2022 Act provides that HUD may offset PHAs’ CY 2022 allocations based on the excess amounts of PHAs’ Restricted Net Position (RNP), including HUD-held program reserves (in accordance with VMS data in CY 2022 that is verifiable and complete), as determined by the Secretary. The Department has decided to exercise the offset for reallocation authority in CY 2022 (impacting a limited number of PHAs) but only to increase the national HAP proration to 100%. No portion of the offset will be for Shortfall Prevention.

For the months of January through May of 2022, your agency received HAP obligations based on an estimated CY 2022 renewal level. If your PHA has been under-obligated renewal funds through May 2022, based on the prorated funding eligibility indicated on Enclosure A (applicable only to non-MTW PHAs, MTW PHAs will receive a different eligibility enclosure), the additional amount due will be obligated in the immediate future. If your PHA has been over-obligated funds through May 2022, the June obligation will be reduced accordingly, so that your PHA is obligated the accurate amount for the year. HAP disbursements for January through May of 2022, and for the rest of the CY 2022, have and will be based on cash management procedures established in PIH Notice 2017-06.

Except for MTW PHAs, no HAP funds provided for a PHA under the 2022 Act may be used to incur in over leasing, to support prior year deficits or provide for administrative expenses, nor may they be loaned or transferred to cover other program obligations, such as Low-Rent and/or Capital Fund programs. Therefore, it is each PHA's responsibility to retain the appropriate records to support VMS submissions for the collected periods, as they are subject to on-site review by the Quality Assurance Division (QAD). Subsequent recalculation of CY 2022 funding eligibility will occur if a QAD or other HUD review demonstrates that costs were incorrectly reported, resulting in excess funding.

Finally, it is strongly recommended that PHAs utilize the Two-Year Forecasting tool on the HUD web site, in consultation with their local HUD field office, to ensure that correct variables for the PHA are entered into the tool to arrive at the most accurate forecast to enable the PHA to maximize leasing while avoiding the need to terminate assistance to any households. The tool and instructions can be found by clicking on the following link: [Two-Year Tool and Instructions](#). Additionally, HAP Set-Aside funds are available in CY 2022 to address shortfalls, but in order to qualify, a PHA must have the shortfall confirmed by the Shortfall Prevention Team (SPT) and must initiate cost reduction steps. This process is detailed in the implementation notice referenced at the start of this letter.

If you have any questions concerning your CY 2022 HAP renewal funding, please contact your Financial Analyst (FA) at the Financial Management Center (FMC).

Sincerely,

Miguel A. Fontáñez

Digitally signed by Miguel A. Fontáñez
 DN: CN = Miguel A. Fontáñez, C = US,
 O = Housing Voucher Financial
 Management Division, OU = Director
 Reason: I am approving this document

Miguel A. Fontáñez
 Director
 Housing Voucher Financial
 Management Division

Attachment

**Calculation of Calendar Year 2022 Renewal Funding
Housing Choice Voucher Program**

1 HA Number:

CA103

 2 HA Name:

REDONDO BEACH HOUSING AUTHORITY

CY 2022 Renewal Funding

3 CY 2022 HCV Renewal Funding after Offset and Amounts Owed HUD

\$6,346,698

CY 2022 Non-Renewal Funding

4 CY 2022 Non-Renewal Funding (TPVs, VASH, etc.) to Date

\$0

 5 CY 2022 Estimated RAD 1 Funding For First Full Year After Conversion

\$0

 6 CY 2021 Proration Increase

\$18,004

 7 Total CY 2022 HCV Renewal and Non-Renewal Funding

\$6,364,702

ELIGIBILITY

8 Total Unit Months Leased per VMS - CY 2021

5,278

 9 Total Unit Months Available - CY 2021

7,596

 10 Capping Percentage

100%

 11 Total CY 2021 HAP Expenses per VMS

\$6,405,431

 12 Total CY 2021 Capped HAP Expenses (Line 11 x Line 10)

\$6,405,431

 13 Renewal Funding Inflation Factor

1.02736

 14 Inflated Eligibility Sub-Total (Line 12 x Line 13)

\$6,580,684

 15 First Time Renewals - Appendix II

\$0

 16 Transfers In or Out

\$0

 17 Total DHAP Eligibility

\$0

 18 Total Renewal Eligibility (Line 14 + Line 15 + Line 16 + Line 17)

\$6,580,684

 19 Proration Factor

100%

 20 Prorated Eligibility (Line 18 x Line 19)

\$6,580,684

FUNDING

21 Total CY 2022 Renewal Funding after Offset

\$6,346,698

 22 Renewal Funding Obligations, January through May 2022

\$2,798,738

 23 Remaining to Obligate for CY 2022 prior to reduction for funds due HUD (Line 21 - Line 22)

\$3,547,960

 24 Reduction for Funds due HUD

\$0

 25 Remaining to Obligate for CY 2022 after reduction for funds due HUD (Line 23 - Line 24)

\$3,547,960

 26 Total Eligibility Through May 2022

\$2,644,458

 27 Additional Obligations Due Through May, 2022 (Line 26 - Line 22, if Line 26 is higher; else 0)

\$0

 28 Excess Obligations Through May, 2022 (Line 22 - Line 26, if Line 22 is higher; else 0)

\$154,280

 29 CY 2022 Inflated Per Unit Cost

\$1,239.45

This value is calculated as total inflated VMS Expenses, minus HAP Costs After the First of the Month, divided by total Unit Months Leased.

30 Comments

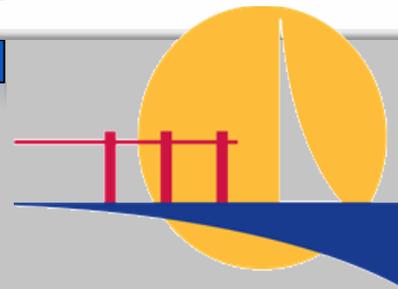
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Quarterly Status Report

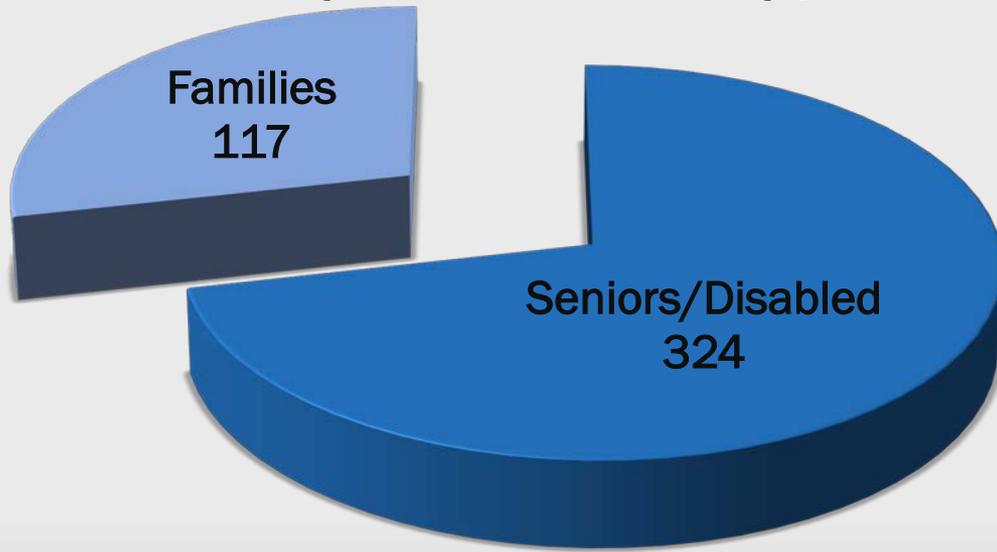
City of Redondo Beach Section 8 and
Fair Housing Programs

June 07, 2022



More To SeaSM
redondo
B E A C H

Current Section 8 Families by Household Type



- Current goal as outlined in the 5 year and 1 year agency plans is 633
- Challenge to reach goal includes rising rents, low vacancy, negative stereotypes about the program and landlord participation

Total Program
Participants
441



Section 8 Activity for Last Three Months

New Contracts	6
Renewed Leases	119
Moved/Permanently off	4
Average Monthly Housing Payment	\$1,271
Total Housing Payments	\$1,675,573



Section 8 Funding News for FY 2022

1

In May of 2022, the Housing Authority received its CY 2022 funding award letter

2

HAP for 2022 allocation: \$6,580,684 – fully funding the HCV and VASH program (CY 2021 was \$6,331,245)

3

Administrative Fee (AF) for 2022: \$120.59 per unit leased (FY 2021 was approximately \$108.66)

4

Emergency Housing Voucher (EHV) Program: In May of 2021, RBHA was allocated \$419,268 plus ongoing administrative fee funding to house 29 EHV eligible families in Redondo Beach. RBHA has partnered with the Los Angeles Homeless Services Authority, LAHSA, for program support and family referrals.

5

Designated High Performing Agency

Veterans Affairs Supportive Housing (VASH)

HUD-VASH

Permanent Housing for Homeless Veterans

RBHA

RBHA has a total of 30 veterans housed in Redondo Beach under the HUD-VASH program. The goal of RBHA is to utilize all 40 VASH vouchers allocated to the city



With authorization from HUD DC, RBHA increased the VASH payment standard to 140% of the FY 2022 FMR

An increase in payment standards will enable our Veterans to competitively search and secure housing

Section 8 Waiting List

- ❖ Purpose; Maintain an active pool of qualified applicants for the Section 8 program and comply with HUD's rules and regulations
- ❖ The Section 8 waiting list contains approximately 4,260 families and was last opened in September 2015
- ❖ Applicants who want to check their status on the waiting list should call (855) 361-9512 or visit www.waitlistcheck.com



Fair Housing Program Activity

Housing Rights Center

Hotline **(800) 477-5977**

Email: info@housingrightscenter.org

Appointments (phone or zoom):
www.housingrightscenter.org/help

Discrimination Investigations

Mediation

Counseling



RECOMMENDATION

Receive and file a status report on the Redondo Beach Section 8 and Fair Housing Programs.





Administrative Report

F.3., File # 22-4248

Meeting Date: 6/7/2022

TITLE

PUBLIC FINANCING AUTHORITY - REGULAR MEETING - CANCELLED

NOTICE OF CANCELLED MEETING PUBLIC FINANCING AUTHORITY

NOTICE IS HEREBY GIVEN THAT THE REGULAR PUBLIC FINANCING AUTHORITY MEETING SCHEDULED FOR JUNE 7, 2022 AT 6:00 P.M. HAS BEEN CANCELLED DUE TO LACK OF BUSINESS.

ELEANOR MANZANO

City Clerk



Administrative Report

G.1., File # 22-4244

Meeting Date: 6/7/2022

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.1., File # 22-4245

Meeting Date: 6/7/2022

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

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR AND REGULAR MEETING OF JUNE 7, 2022

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council	
Posting Type	Adjourned Regular and Regular Agenda	
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277	
	✓ Adjacent to Council Chambers	
Meeting Date & Time	JUNE 7, 2022	4:30 p.m. Closed Session 6:00 p.m. Open Session

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

Eleanor Manzano, City Clerk

Date: June 3, 2022



Administrative Report

H.2., File # 22-4246

Meeting Date: 6/7/2022

TITLE

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



Administrative Report

H.3., File # 22-4202

Meeting Date: 6/7/2022

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

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

A. APRIL 19, 2022 ADJOURNED REGULAR & REGULAR MEETING

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk



A. CALL MEETING TO ORDER

Via teleconference, an Adjourned Regular Meeting of the Redondo Beach City Council was called to order by Mayor Brand at 4:30 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Loewenstein, Horvath, Obagi, Emdee, Mayor Brand
Councilmembers Absent: Nehrenheim
Officials Present: Michael Webb, City Attorney
Mike Witzansky, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

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

Mayor Brand called for public comment via Zoom and eComment. There being no comments, Mayor Brand closed the public comment period.

F. RECESS TO CLOSED SESSION: 4:30 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:

George Alexander Lugo, v. City of Redondo Beach, Redondo Beach Police Department, City of Hermosa Beach, Hermosa Beach Police Department, et al.

Case Number: CV22-01826 JAK

F.2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by attorney-client privilege, Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager
Ted Semaan, Public Works Director

PROPERTY:

APN 4082-007-002 and Portion of APN 4082-020-925

NEGOTIATING PARTY:

Pacific Crest Cemetery Co., Inc.

UNDER NEGOTIATION:

Both Price and Terms

G. RECONVENE TO OPEN SESSION

Motion by Councilmember Horvath, seconded by Loewenstein, to recess at 4:32 p.m. to conduct Closed Sessions attended by City Manager Mike Witzansky, City Attorney Mike Webb, Assistant City Attorney Cheryl Park, Public Works Director Ted Semaan, and City Engineer Andy Winje. There being no objections, Mayor Brand so ordered.

H. ROLL CALL

Councilmembers Present: Nehrenheim, Loewenstein, Horvath, Obagi, Emdee, Mayor Brand
Councilmembers Absent: None
Officials Present: Michael Webb, City Attorney
Mike Witzansky, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky announced Council unanimously gave direction and authorization to defend the case listed under F.1 and noted Police Chief Joe Hoffman was in attendance.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Obagi, seconded by Councilmember Horvath, to adjourn at 6:00 p.m. to a regular meeting. There being no objections, Mayor Brand so ordered.

A. CALL TO ORDER

Via Teleconference, a Regular Meeting of the Redondo Beach City Council was called to order by Mayor Brand at 6:02 p.m. in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Nehrenheim, Loewenstein, Horvath, Obagi, Emdee, Mayor Brand
Councilmembers Absent: None
Officials Present: Michael Webb, City Attorney
Mike Witzansky, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

C. SALUTE TO THE FLAG AND INVOCATION

At the request of Mayor Brand, the audience and Councilmembers rose to salute the flag followed by a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

Councilmember Nehrenheim announced his online community meeting taking place this Thursday with Chief Hoffman in attendance and announced Earth Day this weekend.

Councilmember Loewenstein announced the Earth Day celebration this weekend at Wilderness Park and thanked the South Bay Parkland Conservancy for all their work. He also announced the Beach Live Festival, and his District 2 Community Meeting taking place on April 20 from 6 to 7:30 p.m. with special guest Waterfront & Economic Development Director Greg Kapovich.

Mayor Brand also announced the Earth Day celebration taking place this weekend at Wilderness Park.

Councilmember Horvath announced his District 3 Community Meeting taking place this Saturday from 9:30 to 11 a.m. virtually.

Councilmember Obagi announced art and music taking place in the Artesia Plaza on April 23, announced Recreation and Parks Commissioner Jeff Rowe leading a cleanup on Artesia Boulevard on April 30, announced his next Community Meeting taking place on May 5 at the Perry Park Senior Center, and thanked City Manager Witzansky for the signage on Inglewood Avenue south of Artesia stating no commercial vehicle parking.

Councilmember Emdee announced Art Life and also announced the catalytic converter etching event on April 21 at 4 p.m. put on by the Police Department at 200 N. PCH.

Mayor Brand announced the opening of the Historical Museum on April 30 and the 130th City's birthday from 1 to 4 p.m. at Dominguez Park.

E. APPROVAL OF ORDER OF AGENDA

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, to move Item P.1 immediately after N.2. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Obagi, Emdee
NOES: None
ABSENT: None

F. AGENCY RECESS - NONE

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

Motion by Councilmember Emdee, seconded by Councilmember Horvath, to receive and file additional back up materials for Item J.1, N.2, and P.1. There being no objections, Mayor Brand so ordered.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR AND REGULAR MEETING OF APRIL 19, 2022
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. MARCH 1, 2022 ADJOURNED REGULAR & REGULAR MEETING
B. MARCH 15, 2022 SPECIAL & REGULAR MEETING
CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 28097-28097 IN THE AMOUNT OF \$580.11, PD. 4/1/22
DIRECT DEPOSIT 247181-247181 IN THE AMOUNT OF \$35.76, PD. 4/1/22
EFT/ACH \$7,557.23, PD. 3/18/22 (PP2206)

ACCOUNTS PAYABLE DEMANDS
CHECKS 103000-103280 IN THE AMOUNT OF \$3,116,755.64
CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

H.5. APPROVE CONTRACTS UNDER \$35,000:
1. APPROVE A RESERVIST LOCATION FACILITY USE AGREEMENT AND A CHECK-IN CENTER PLAN AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR-

RECORDER/COUNTY CLERK FOR USE OF THE AVIATION GYM DANCE ROOM AND A PORTION OF THE REDONDO BEACH PERFORMING ARTS CENTER PARKING LOT FOR THE JUNE 7, 2022 STATEWIDE PRIMARY ELECTION AT NO COST TO THE CITY FOR THE TERM APRIL 19, 2022 THROUGH JUNE 10, 2022.

2. PULLED BY STAFF.

3. APPROVE AN AGREEMENT WITH LSC DESTRUCTION LLC FOR FIREARM EVIDENCE DESTRUCTION SERVICES AT NO COST TO THE CITY FOR THE TERM APRIL 19, 2022 TO APRIL 18, 2023.

CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

**H.6. EXCUSE ABSENCES OF COMMISSIONERS FROM VARIOUS COMMISSION MEETINGS.
CONTACT: ELEANOR MANZANO, CITY CLERK**

H.7. APPROVE THE SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR SPECIAL EVENT SERVICES AND REVOCABLE LICENSE FOR THE USE OF REAL PROPERTY BETWEEN SANFORD VENTURES INC. AND THE CITY OF REDONDO BEACH AMENDING THE OPERATING HOURS, FACILITY USE FEE, NUMBER OF PUBLIC SURFACE PARKING SPACES MADE AVAILABLE FOR USE BY THE FESTIVAL, AND REIMBURSEMENT OF MUNICIPAL EXPENSES ASSOCIATED WITH THE BEACHLIFE FESTIVAL FOR THE TERM OF APRIL 19, 2022 TO JULY 31, 2022

CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

H.8. APPROVAL OF THE SIXTH AMENDMENT TO THE AGREEMENT OF SUBLEASE BETWEEN THE CITY OF REDONDO BEACH AND REDONDO BEACH MARINA GROUP LLC TO PROVIDE RENT ABATEMENT FOR A NOT-TO-EXCEED AMOUNT OF \$25,000 TO OFFSET THE TENANT'S EXPENSE FOR RE-PAVING THE CAPTAIN KIDD'S PARKING LOT

CONTRACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

H.9. ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2204-017. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, MODIFYING THE ADOPTED BUDGET FOR FISCAL YEAR 2021-2022 TO ACCEPT \$337,928 IN STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT FUNDS

APPROVE A SUB-RECIPIENT AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR SHSP 2020 GRANT FUNDING

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.10. APPROVE A GENERAL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2027; AND ADOPT BY TITLE ONLY, RESOLUTION NO. CC-2204-018, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING A RENEWAL OF THE GENERAL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR FISCAL YEARS 2022-2027.

CONTACT: ELIZABETH HAUSE, ASSISTANT TO THE CITY MANAGER

H.11. ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2204-019, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AUTHORIZING A 2021-2022 FISCAL YEAR BUDGET MODIFICATION APPROPRIATING \$1,350 FROM AVAILABLE UNALLOCATED GENERAL FUND BALANCE TO STAGE AND SECURE A PARADE CELEBRATING SUCCESSFUL LOCAL AMERICAN YOUTH SOCCER ORGANIZATION (AYSO) GIRLS' TEAMS.

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

- H.12. APPROVE THE SOLE SOURCE PURCHASE OF THREE (3) AUTO PULSE RESUSCITATION SYSTEMS FROM ZOLL MEDICAL CORPORATION UTILIZING NATIONAL PURCHASING PARTNERS COOPERATIVE PRICING FOR AN AMOUNT NOT TO EXCEED \$70,000 TO BE REIMBURSED THROUGH COUNTY OF LOS ANGELES MEASURE B GRANT FUNDS
CONTACT: KEITH KAUFFMAN, INTERIM FIRE CHIEF**
- H.13. APPROVE A MEMORANDUM OF UNDERSTANDING WITH LEARNING FOR LIFE, A DISTRICT OF COLUMBIA NON-PROFIT CORPORATION, TO ESTABLISH A FIRE DEPARTMENT EXPLORER PROGRAM AT NO COST TO THE CITY FOR THE TERM EFFECTIVE APRIL 19, 2022 UNTIL TERMINATED BY EITHER PARTY AND APPROVE RELATED DOCUMENTS, INCLUDING A WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, PARENTS WAIVER STATEMENT, RULES OF CONDUCT FOR FIRE EXPLORER MEMBERS, PARENT CONSENT FOR MEDICAL TREATMENT AND AN ATTENDANCE POLICY.
CONTACT: KEITH KAUFFMAN, INTERIM FIRE CHIEF**
- H.14. APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR ADMINISTRATION OF THE CITY'S AFFORDABLE HOUSING PROGRAM TO EXTEND THE TERM FOR TWO YEARS TO OCTOBER 31, 2024, INCREASE THE CONTRACT NOT TO EXCEED AMOUNT BY \$100,000, AND UPDATE THE SERVICE RATES
CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR**
- H.15. APPROVE CITY COMMISSION APPLICATION DEADLINES FOR NEW TERMS AS FOLLOWS:**
- 1. That the City Council set Friday, June 10, 2022 at 5:30 p.m. as the deadline for receiving applications for appointment to City Commissions;**
 - 2. That a notice regarding all vacancies be published in the official newspaper of the City of Redondo Beach, posted at City Hall's bulletin board outside near the Council Chambers and on the City's website;**
 - 3. That a meeting be scheduled on Tuesday, July 12, 2022 at 6:00 p.m. to interview applicants for vacant positions;**
 - 4. That Councilmembers submit their recommendations for appointment to the Mayor by Wednesday, August 3, 2022;**
 - 5. That the Mayor make Commission appointments at the Regular City Council meeting of Tuesday, August 16, 2022 at 6:00 p.m.; and**
 - 6. That the City Clerk administer the Oath of Office to new and returning Commissioners at the regular City Council Meeting of Tuesday, September 6, 2022 and that the City Clerk schedule a Commissioners orientation to be held on Tuesday, September 27, 2022.**
- CONTACT: ELEANOR MANZANO, CITY CLERK**
- H.16. APPROVE AN AGREEMENT WITH MORROW MEADOWS CORPORATION TO PROVIDE TECHNICAL SUPPORT AND EMERGENCY RESPONSE SERVICES FOR THE CITYWIDE WASTEWATER PUMP STATION OPERATIONAL CONTROL SYSTEM IN AN AMOUNT NOT TO EXCEED \$500,000, FOR A FIVE-YEAR CONTRACT TERM ENDING APRIL 18, 2027
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**
- H.17. APPROVE AMENDMENT NO. 6 TO FUNDING AGREEMENT #MOU.MR312.20 BETWEEN THE CITY OF REDONDO BEACH AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR THE AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION IMPROVEMENTS PROJECT, JOB NO. 40780, TO EXTEND THE LAPSING DATE OF LACMTA FY 2011-12 PROGRAMMED FUNDS TO JUNE 30, 2024 AND PROVIDE AN ADDITIONAL \$1,060,000 OF FUNDING TO THE PROJECT PROGRAMMED IN FY 2021-22 AND EXPIRING JUNE 30, 2024**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2204-020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2021-2022 FISCAL YEAR BUDGET MODIFICATION APPROPRIATING \$1,060,000 FROM LACMTA MEASURE R GRANT FUNDS TO THE AVIATION BOULEVARD AT ARTESIA BOULEVARD INTERSECTION IMPROVEMENTS PROJECT, JOB NO. 40780

TED CONTACT: SEMAAN, PUBLIC WORKS DIRECTOR

**H.18. APPROVE A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES COUNTY REGARDING DOCUMENTARY TRANSFER TAX COLLECTION
CONTACT: STEVEN DIELS, CITY TREASURER**

**H.19. RECEIVE AND FILE MONTHLY UPDATES TO THE SIX-MONTH STRATEGIC PLAN OBJECTIVES ADOPTED BY CITY COUNCIL ON FEBRUARY 8, 2022.
CONTACT: MIKE WITZANSKY, CITY MANAGER**

**H.20. REGRETFULLY ACCEPT THE RESIGNATION OF COMMITTEE MEMBER SYBILLA TURNER FROM THE GENERAL PLAN ADVISORY COMMITTEE (GPAC)
CONTACT: ELEANOR MANZANO, CITY CLERK**

Mayor Brand called for public comment via Zoom and eComment.

Administrative Specialist Melissa Villa read the comments submitted via eComment by Michael Martin who suggested a correction on the March 15, 2022 minutes regarding the motion for N.3.

Mark Hansen believed the March 15, 2022 minutes for the Item N3 motion as stated are correct but suggested a discussion removing "City" from the motion.

There being no further comments, Mayor Brand closed the public comment period.

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to approve Consent Calendar Items H.1 through H.20, with the exception of Item H.5, #2 which was pulled by staff. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Obagi, Emdee

NOES: None

ABSENT: None

Chief Deputy City Clerk Vickie Kroneberger read all Ordinances and Resolutions by title only which were included on the Consent Calendar.

I. EXCLUDED CONSENT CALENDAR ITEMS - NONE

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Mayor Brand called for public comment via Zoom and eComment.

Rolf Strutzenberg thanked Council for their approval to increase funds for crossing guards which are critical.

Polly Kinsinger expressed concern with the City having a tree cutting ordinance and reviewed her concerns.

Administrative Specialist Melissa Villa read the comments submitted via eComment by Mark Nelson.

There being no further comments, Mayor Brand closed the public comment period.

K. 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 ASSESSMENT OF THE REDONDO BEACH FIRE DEPARTMENT

CONTACT: KEITH KAUFFMAN, INTERIM FIRE CHIEF

Interim Fire Chief Keith Kauffman gave a report and discussed the following:

- Assessment of the Redondo Beach Fire Department
- Goal
- Methodology
- Priority Matrix
- Process
- Takeaways
- 21 Recommendations
- Discussion and Possible Action

Mayor Brand suggested looking at both a county quote and exploration of a tri-city agreement and to take a comprehensive approach to next steps.

Interim Fire Chief Kauffman stated he did not suggest delaying anything that has come forward in the assessment waiting for an answer on the other end.

Mayor Brand pointed out that the City spent \$3.7M in overtime in 2020-21. He also supported the firefighters in Redondo Beach and suggested working closely with the Firefighters Association and staff through the process. He further suggested forming a subcommittee.

Councilmember Nehrenheim supported a better overall level of service with a better overall cost, which can't be done with the City's own resources.

In response to Councilmember Nehrenheim, Interim Fire Chief Kauffman stated the overall cost for implementation and ongoing costs would be approximately \$1.4M, including three firefighter positions. He also supported fully staffing and reducing the overtime level.

Councilmember Nehrenheim supported sending the report to the Budget and Finance Commission and including a request for zero-base budgeting for the Fire Department. He also said the Harbor Commission should be involved and looking at overlapping services.

Councilmember Nehrenheim asked about conditions of fire stations and infrastructure. Interim Fire Chief Kauffman stated this is one of the recommendations but pointed out that the Police Department needs upgrades as well.

City Manager Witzansky stated staff is evaluating the conditions, and recommendations will be brought forward such as improvements to the stations as part of the budget.

In response to Councilmember Nehrenheim, Interim Fire Chief Kauffman stated automatic aid is occurring approximately once a day, noted three different dispatch systems, there could be a delay in certain services, but there is some preplanning involved as well.

Councilmember Nehrenheim suggested looking at all options.

Councilmember Loewenstein supported and thanked Interim Fire Chief Kauffman and asked about Harbor Commission input. Interim Fire Chief Kauffman stated he met with every member of the Harbor Commission for their thoughts and expectations regarding the Harbor Patrol but they did not all respond. He expressed concern with the growth of the harbor and a greater need for public safety which needs to be considered in the decisions moving forward.

Councilmember Loewenstein expressed concern with getting away from the mission of the Harbor Patrol and response times for North Redondo, supported including numbers and costs, doing due diligence, including all options, being prepared when equipment is down, Pers costs, new hires, and pointed out that the \$1.4M will climb through the years.

Interim Fire Chief Kauffman stated response times in North Redondo are very important and said the Harbor Patrol still acts as a rescue but not as a full assessment unit. He said the goal would be to always have waterside response and the ability to respond 24/7 needs to be in place. He also said a captain's license is required for all involved in the Harbor Patrol, and he did not support reducing qualifications or skill sets. He said apparatus costs are a concern as well and said they have redundancy.

Councilmember Loewenstein supported upgrading the infrastructure of the fire houses for the future of the Fire Department.

Councilmember Emdee said the residents love the Fire Department and feel safe and protected. She asked about the cost saving at approximately \$2M by doing all of the recommendations. Interim Fire Chief Kauffman said the savings are unknown at this time, but there will definitely be savings due to efficiencies including savings in overtime.

Councilmember Emdee also supported the Fire Union who is open to many of the changes proposed. She also referred to Recommendation #5 and requested a BRR regarding the new technology and pointed out that having the Harbor Master in place will focus on safety of the harbor and not neglect.

Interim Fire Chief Kauffman gave a history on the Harbor Master and suggested reformulating the Division Chiefs to be included with the harbor. Councilmember Emdee supported everyone using the harbor to have one person to go to at all times, which is a priority.

Councilmember Emdee recommended over-hiring clerical, having a shared Battalion Chief, and that technology and the Harbor Patrol come back for further discussion.

In response to Councilmember Emdee, Interim Fire Chief Kauffman stated the Harbor Master used to have their own admin person which was defunded. He said a Decision Package will be brought back to reallocate funding for that Admin Specialist. He also said the integration of a Senior Management Analyst would help the City have an emergency manager.

Councilmember Emdee stated the Harbor Master should be focused on safety and the department and focusing on issues in the harbor, prioritizing and supporting recreational boating.

Councilmember Horvath supported moving forward with the assessment which will benefit the department going forward and a combined public safety department, noting there is overlap between both departments.

He recommended bringing back the DP's over the next month as unique discussion items. He also suggested considering the tri-cities, and further discussions regarding the Harbor Patrol.

Mayor Brand called for public comment via Zoom and eComment.

Eugene Solomon discussed the following items:

- Security and infrastructure upgrades to be included
- Class 1 designation will not lower insurance costs
- Chief Castro hired as a part-time Program Coordinator rather than a consultant - total cost of services?
- Regional approach - Torrance will have a ½ percent sales tax increase on the June ballot to raise \$18M
- Manhattan Beach Fire Department shared services currently in a labor dispute
- Unintended consequences and possible expenses - Beach Cities Health District and Healthy Living Campus - higher volume of calls with regard to responses for falls
- Over hire and costs - much higher inflation now than when MOU's created

Roger Carlson supported the service of the Harbor Patrol, supported having boat inspections, stated the harbor needs a specific dedicated response, supported having a Harbor Master, lower calls in winter may change the numbers and should be studied, and supported to start planning now for a boat ramp.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, to extend Mr. Carlson's time for one minute. Hearing no objection, Mayor Brand so ordered.

Mark Hansen, King Harbor boater, thanked Interim Fire Chief Kauffman and Chief Castro for their work and outreach to the boaters and harbor stakeholders. He also discussed the following:

- Have just one person in charge of the boat and suggested keeping the title "Boat Captain"
- Supported having 24/7 rescue response from within the harbor at all times
- Bay Watch coverage during the day while they are out covering the county beaches is not an acceptable safety option
- Harbor Patrol response from an inland fire station is also not an acceptable safety option
- Boats disabled near the breakwater, which is not uncommon, a response from inland or from down the coast will simply arrive too late to save lives

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, to extend Mr. Hansen's time for 30 seconds. Hearing no objections, Mayor Brand so ordered.

- Supported having a standalone person not under the umbrella of public safety
- A defined Division Chief for the Harbor Patrol is a simple organizational issue to address who may or may not have any background in harbor management or recreational boating
- Long-identified need of our harbor has been a true Harbor Master, with experience in harbor management and recreational boating

Administrative Specialist Melissa Villa read the comments submitted via eComment by:

Wayne Craig, Mel Samples, Lee Coller and Donna Capraro.

There being no further comments, Mayor Brand closed the public comment period.

Mayor Brand thanked those that sent in emails of detailed comments regarding the assessment and how to proceed.

Councilmember Obagi believed the assessment provides the tools for a great fire response in Redondo Beach, said there is room for improvement and comparing costs if the City contracts county or partnerships with neighboring cities.

Councilmember Nehrenheim asked about the total cost of the report. City Manager Witzansky stated staff can run the analysis. He also said the Budget and Finance Commission looked at a zero based budget for the Fire Department over the last four to five years. He also suggested bringing back on May 1 the members to choose on a subcommittee.

In response to Councilmember Nehrenheim, City Attorney Webb said a subcommittee can be appointed tonight but can only be the Mayor and two Councilmembers for it not to be a Brown Act. He also encouraged speaking to Interim Fire Chief Kauffman regarding the previous discussions on the three cities.

Councilmember Nehrenheim suggested any new items and expenses go through BRR's and to go through the Budget and Finance Commission looking at the costs associated with the Fire Department.

Councilmember Horvath suggested including "move forward" in the title of the motion. He also asked about any concerns regarding hiring an Interim Fire Chief. Interim Fire Chief Kauffman said it would depend on the person, and City Manager Witzansky stated the new hire would have to recognize it is a transitory position, and he also pointed out a short term hire will be needed to get to a long term hire.

Councilmember Horvath suggested including Councilmember Emdee on the Subcommittee to allow for more representation across the City.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim to move forward with the Redondo Beach Fire Department Assessment Directions:

1. Institute an over-hire program at the firefighter rank.
2. Hire additional administrative staff.
3. Explore and create a 1-year pilot MOU with MB, El Segundo and/or possibly Torrance
4. Harbor Patrol operations:
 - a. Send the recommendations regarding the Harbor Patrol to the Harbor Commission for their recommendation.
5. The purchase of new technology for the fire station alerting systems.
6. Conduct further analysis of the infrastructure improvements required at the fire houses and costs.
7. New BRRs should go to the Budget and Finance Commission as much as possible.

Amended Motion by Councilmember Nehrenheim to form a subcommittee to include the Mayor, Councilmember Nehrenheim and Councilmember Loewenstein. Councilmember Obagi accepted the amendment.

Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Obagi, Emdee
NOES: None
ABSENT: None

**N.2. DISCUSSION AND POSSIBLE ACTION REGARDING THE COMPLETION OF A FEASIBILITY STUDY FOR THE PROVISION OF FIRE SERVICES IN THE CITY OF REDONDO BEACH BY THE CONSOLIDATED FIRE PREVENTION DISTRICT OF LOS ANGELES COUNTY
CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER**

Assistant to the City Manager Luke Smude gave a report and discussed the following:

- 10-Step Process
- Preliminary Study - information provided to the Fire Authority
- Additional Services
- Recommendation

Mayor Brand called for public comment via Zoom and eComment.

Eugene Solomon, Redondo Beach, reviewed his concerns regarding inaccurate Fire Department costs and expenses and asked that these be thoroughly investigated.

Sondra Segall, Redondo Beach, CERT, opposed outsourcing fire services to the county and doing a feasibility study and noted the Firefighter's Union would like to have a career path. She supported fully funding and staffing the Redondo Beach Fire Department.

Kent Iverson, Redondo Beach, CERT, opposed outsourcing the City's fire protection to the county and said the community needs to be bound together to include police and fire. He supported moving forward with the City, not the county.

Administrative Specialist Melissa Villa read the comments submitted via eComment by:

Mariam Butler, Peter Aziz, Wayne Craig, Lezlie Campeggi, and Charles Hammond.

There being no further comments, Mayor Brand closed the public comment period.

Mayor Brand supported looking at all options.

Councilmember Loewenstein stated Council always does their due diligence, supported looking at all options, and stated he would like a presentation from the county regarding Phase 1 and Phase 2.

Councilmember Obagi supported the Fire Department and said there is a mandate in District 4 to conduct the assessment, and people want to know comparable services. He also reviewed the LA County Fire Department services and supported due diligence to look at county.

Councilmember Nehrenheim supported all decisions being available and clarity from all parties involved. He supported going forward with the study.

Councilmember Emdee thanked Mayor Brand for his letter to Mr. Charles Hammond.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, to receive and file the report, give direction to prepare a report and work with the subcommittee, and to include the scope of services requested from the county.

Motion carried with the following vote:

AYES: Nehrenheim, Loewenstein, Obagi
NOES: Horvath, Emdee
ABSENT: None

P.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE ESTABLISHMENT OF A CHARTER REVIEW ADVISORY COMMITTEE

ADOPT RESOLUTION NO. CC-2204-022, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ESTABLISHING A CHARTER REVIEW ADVISORY COMMITTEE.

CONTACT: ELEANOR MANZANO, CITY CLERK

City Manager Witzansky gave a staff report.

Councilmember Horvath opposed the language that a 4/5 vote would remove a member without cause.

In response to Councilmember Nehrenheim, City Attorney Webb stated the meetings are set up with one Saturday per month and he would be the staff member.

Councilmember Emdee suggested adding the selection of Mayor process to the charter review.

Mayor Brand called for public comment via Zoom and eComment.

Eugene Solomon, Redondo Beach, suggested reforming language in the code related to the HAPLA position on the Harbor Commission, as HAPLA for all intents and purposes no longer exists. He suggested broadening the appointment eligibility to include successor organizations or some other language that would still represent harbor interests. This would not limited to one organization that may or may not sustain beyond its current formation.

There being no further comments, Mayor Brand closed the public comment period.

City Manager Witzansky requested that the motion include clean-up/correction of typos in the original resolution, Section 5.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, to include revisions to the Charter Review Committee Ordinance (*sic*) as follows to come back to Council on May 10, 2022:

Mayor gets 2 + 2

1. Each Councilmember and the Mayor shall appoint one (1) alternate for each of their respective Committee member appointments. An alternate will only be able to vote when the Committee member appointed by the same Councilmember or the Mayor is absent from a meeting. If a member resigns or is removed from the Committee, the alternate becomes the member and a new alternate shall be appointed by the respective appointing Councilmember or Mayor (or his/her successor).

Section 3:

“Additionally a member or alternate may be removed without cause by a 4/5 vote of the City Council.”

Section 4:

1. Remove “...the Planning Commission and...”

Mayor shall select initial chair, and then subsequently the Committee can agendize appointing a new chair and vote in a new chair by majority vote.

The subject matters reviewed shall be compartmentalized, with input from the City Manager/staff/other elected officials and shall include but not be limited to the following:

Direction to staff to clean up the ordinance (*sic*).

Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Obagi, Emdee
NOES: None
ABSENT: None

Mayor Brand left the meeting at 9:28 p.m.

Councilmember Obagi resumed the seat as Mayor Pro Tem.

**N.3. DISCUSSION AND POSSIBLE ACTION REGARDING THE MOBILITY AND PEDESTRIAN MOVEMENT ASSESSMENT IN THE RIVIERA VILLAGE REVISION TO THE CITY'S CAP FOR DEVELOPER IN-LIEU PARK AND RECREATION FEES (QUIMBY FEES)
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**

City Engineer Andy Winje gave a report on the Mobility and Pedestrian Movement Assessment in Riviera Village and discussed the following:

- Strategic Plan Goal: Invest in the City's Infrastructure
- Objective: Riviera Village Mobility Assessment focusing on Pedestrian Movement
 - Mid-Block Crossings
 - Avenue I
 - Trader Joe's
 - Catalina Intersections
 - Avenue I
 - Avenue Del Norte
 - Vista Del Mar
 - Elena
 - Circulation Changes
 - Avenida Del Norte
 - Via El Prado AWS
 - Catalina Avenue
 - Avenue I Mid-block Crossing Enhancements
 - Trader Joe's Mid-block Crossing - Speed Table
 - Catalina Intersections - bulb outs
- Recommendations
 - Receive and file the report
 - Provide input regarding potential pedestrian improvements in the Riviera Village commercial area

In response to Councilmember Nehrenheim, Public Works Director Semaan stated a circulation change recommendation is to convert Avenida Del Norte between Elena and Via El Prado to one-way in the westbound direction, helping both the pedestrians and inter-circulation in the area. He also said staff would only be looking at the NE corner, since the bulb-out by Riviera House at the SE quadrant of Avenida Del Norte and Catalina has actually been an improvement constructed. He further said an additional stop at Avenue I and Catalina would further enhance the driver awareness as part of enhancement of the median. He further reviewed parking spots that may be lost and gained. He said the proposal would come out of the Traffic Calming budget, and monies asked for in the 2022-23 FY as well.

In response to Councilmember Nehrenheim, City Manager Witzansky stated that stop signs, painting and signage would be more manageable items whereas curb and gutter or anything more structural would need to be brought into proper scheduling. He also noted there are many traffic calming projects in the queue which are all critical.

Councilmember Horvath asked if Avenida Del Norte could be one way all the way out to Catalina and Via El Prado be one way going southeast, and also asked if more parking could then be created. Public Works Director Semaan explained the more one-way circulation proposed impacts the Village circulation as a whole which would require more consideration and discussion with the businesses. He also spoke on enhancing pedestrian traffic and speed tables but noted an issue on Catalina with water flow.

City Engineer Winje explained that Vista Del Mar storm drains are undersized and should be increased but the drainage infrastructure is the least well-funded. He also said Measure W can be incorporated if the City

can build a water quality component into the proposal. He also said ARPA funds are available for storm water infrastructure improvements. He further said speed tables may interfere with emergency vehicle access on Catalina.

In response to Mayor Pro Tem Obagi, City Engineer Winje stated the crosswalk is being proposed on the Trader Joe's side. Public Works Director Semaan reviewed the configuration of the parking lot.

Councilmember Nehrenheim supported Catalina open both ways.

Mayor Pro Tem Obagi called for public comment via Zoom and eComment.

Chief Deputy City Clerk Vickie Kroneberger read the comments submitted via eComment by Brianna Egan.

There being no further comments, Mayor Pro Tem Obagi closed the public comment period.

Motion by Councilmember Nehrenheim, seconded by Mayor Pro Tem Obagi, to utilize the \$50K allocated last budget cycle for the paint and stop sign work as well as the one-way study for Avenida Del Norte, request the money needed for the remaining items for the upcoming budget cycle and to notice the public to seek input on the stop signs. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Emdee, Mayor Pro Tem Obagi
NOES: None
ABSENT: None

N.4. DISCUSSION AND POSSIBLE ACTION REGARDING THE ENFORCEMENT OF SECTIONS OF THE REDONDO BEACH MUNICIPAL CODE THAT ADDRESS NUISANCE/BLIGHTED PROPERTIES

RECEIVE AND FILE A REPORT ON OPTIONS TO ENHANCE THE CITY'S ENFORCEMENT OF NUISANCE/BLIGHTED PROPERTIES CONTACT: MIKE WITZANSKY, CITY MANAGER

City Manager Witzansky gave an introduction and discussed the options to enhance the City's enforcement of nuisance/blighted properties.

Assistant to the City Manager Elizabeth Hause gave a slide show presentation and discussed the following:

- RBMC Title 4, Chapter 10:
 - Nuisances Defined
 - Abatement Measure
- RBMC Title 5, Chapter 2: Weeds and garbage left to accumulate on property
- RBMC Title 10, Chapter 2: Sign Regulation
- RBMC Title 4, Chapter 24: Noise Regulation
- Pleasanton Municipal Code: Sample Language

Police Chief Joe Hoffman discussed the following:

- RBPD Staffing Adjustments

Mayor Pro Tem Obagi noted a serious problem and impacts to value of homes and businesses. He hoped to see regular patrols going forward ensuring clean up and pursuing the property owners and the City getting reimbursed.

City Manager Witzansky reviewed issues in the City, and additional resources will be included in the proposed budget to address this issue on a more permanent basis.

Chief of Police Joe Hoffman said the goal is to get results quickly with a team and a variety of tools to respond in a more efficient manner to resolve issues and improve the quality of life.

Mayor Pro Tem Obagi called for public comment via Zoom and eComment.

There being no comments, Mayor Pro Tem Obagi closed the public comment period.

Motion by Mayor Pro Tem Obagi, seconded by Councilmember Nehrenheim, to receive and file the report, and provide direction to staff to adopt similar language as the City of Pleasanton to clearly delineate the nuisances to eliminate in the City. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Emdee, Mayor Pro Tem Obagi
NOES: None
ABSENT: None

**N.5. RECEIVE AND FILE A REPORT ON PUBLIC EDUCATION AND ENFORCEMENT OF THE CITY'S POLYSTYRENE AND SINGLE USE PLASTIC PRODUCTS ORDINANCE
CONTACT: JOE HOFFMAN, CHIEF OF POLICE**

Chief of Police Joe Hoffman gave a report on the City's education and enforcement efforts related to single use plastics.

Captain Steve Sprengel gave a PowerPoint presentation and discussed the following:

- City of Redondo Beach Use of Polystyrene and Single Use Plastic Products
- Ordinance - Background
- RBMC Title 5, Chapter 10 - Prohibited Items
- Education
- Enforcement

In response to Mayor Pro Tem Obagi regarding enforcement action, Captain Sprengel stated only educational efforts are taking place at this point.

Mayor Pro Tem Obagi stated multiuse plastic bags are now being provided by stores and asked if there have been communities banning all plastic bags.

Captain Sprengel stated this Municipal Code doesn't cover the carryout plastic bags but Manhattan Beach passed an ordinance in 2008 that banned carryout plastic bags. Mayor Pro Tem Obagi supported adopting this ban.

Councilmember Loewenstein noted Maui uses a lid and straw that degrades and there are no plastic straws. He suggested a list of three or four different sources in the food industry to buy these in bulk at a discount in the City, starting small such as the farmer's market and patrol and educate with options and then concentrate in other areas.

Mayor Pro Tem Obagi called for public comment via Zoom and eComment.

Craig Cadwallader, Surf Rider Foundation South Bay Chapter, stated he is familiar with the ordinances with over 150 foodware plastics ordinances in the State of California. He said LA County just adopted a foodware single-use plastics ordinance for the unincorporated area and the City of LA will be introducing their own version as well. He said he would be happy to share his resources and knowledge with the City. He said the California State bag ban is preemptive and only allows limited items at the local level. He also said the heavier bags are meant to be reused, and there are different examples of cities supplying lists of suppliers

for the businesses. He said he can bring ideas to help, noting it is important to get the single use plastics out of the environment.

There being no further comments, Mayor Pro Tem Obagi closed the public comment period.

Councilmember Nehrenheim supported working with enforcement currently in place rather than creating more issues and work for staff.

Councilmember Loewenstein suggested focusing on a small area first and then go from there. He also agreed with being careful with further expansion and not enforcing what's already in place.

Motion by Mayor Pro Tem Obagi, seconded by Councilmember Horvath, to investigate whether the City can pass a similar ban as Manhattan Beach, eliminating carryout plastics of any sort and to find out if Manhattan Beach has enforcement, and bringing back a ban if allowed. Motion carried with the following roll call vote:

AYES: Lowenstein, Horvath, Mayor Pro Tem Obagi
NOES: Nehrenheim, Emdee
ABSENT: None

**N.6. DISCUSSION AND POSSIBLE ACTION TO RECEIVE AND FILE A REPORT FOR THE WEED ABATEMENT, LIEN, AND PROBATE PROCEEDINGS FOR THE PROPERTY LOCATED AT 1713 FORD AVENUE IN REDONDO BEACH
CONTACT: MICHAEL W. WEBB, CITY ATTORNEY**

City Attorney Webb gave a presentation and history regarding 1713 Ford Avenue.

Mayor Pro Tem Obagi called for public comment via Zoom and eComment.

There being no comments, Mayor Pro Tem Obagi closed the public comment period.

Motion by Councilmember Horvath, seconded by Councilmember Emdee, to receive and file the proceeds and authorize Financial Services to receive the check from Quality of Life Prosecutor Joy Abaquin. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Emdee, Mayor Pro Tem Obagi
NOES: None
ABSENT: None

N.7. DISCUSSION AND POSSIBLE ACTION REGARDING THE QUALITY OF LIFE DONATION ACCOUNT.

**ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION No. CC-2204-021, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2021-2022 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE \$23,454.17 ADMINISTRATOR COMMISSIONS FROM THE ESTATE OF GARY R. WILSON TO THE QUALITY OF LIFE DONATION ACCOUNT FOR EMERGENCY NEEDS BY THE REDONDO BEACH HOMELESS HOUSING NAVIGATOR.
CONTACT: MICHAEL W. WEBB, CITY ATTORNEY.**

Quality of Life Prosecutor Joy Abaquin gave a report and discussed homeless needs and donations received and the Quality of Life Donation Account.

Mayor Pro Tem Obagi called for public comment via Zoom and eComment.

There being no comments, Mayor Pro Tem Obagi closed the public comment period.

Motion by Councilmember Emdee, seconded by Councilmember Horvath, to adopt by 4/5 vote and by title only Resolution No. CC-2204-021, and to include the \$2,000 check from the church. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Emdee, Mayor Pro Tem Obagi
NOES: None
ABSENT: None

Chief Deputy City Clerk Vickie Kroneberger read by title only Resolution No. CC-2204-021.

O. CITY MANAGER ITEMS - NONE

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Loewenstein requested a BRR regarding the cost to redo the bathrooms near Quality Seafood, a dog run at Czuleger Park, and bulb outs/raised pedestrian platforms at four different intersections at N. Lucia/Beryl, N. Lucia/Maria, Diamond and N. Juanita, and Diamond and N. Helberta.

R. CLOSED SESSION – NONE

S. RECONVENE TO OPEN SESSION – NONE

T. ADJOURNMENT: 11:22 P.M.

T.1. ADJOURN IN MEMORY OF KEN DYER, FORMER CITY EMPLOYEE

There being no further business to come before the City Council, Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to adjourn the meeting at 11:22 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, May 3, 2022, in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California. Motion carried unanimously, with no objection.

City Manager Witzansky reminded all that the May 3rd City Council meeting will be conducted in person in the Council Chamber.

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

Respectfully submitted,

Eleanor Manzano, City Clerk



Administrative Report

H.4., File # 22-4097

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS

CHECKS 28198-28230 IN THE AMOUNT OF \$51,313.57, PD. 5/27/22

DIRECT DEPOSIT 248731-249252 IN THE AMOUNT OF \$1,955,894.44, PD. 5/27/22

EFT/ACH \$7,557.23, PD. 5/13/22 (PP2210)

EFT/ACH \$362,064.60, PD. 5/18/22 (PP2210)

ACCOUNTS PAYABLE DEMANDS

CHECKS 103677-103829 IN THE AMOUNT OF \$1,921,305.25

EFT CALPERS MEDICAL INSURANCE \$366,064.50

EFT BARINGS MULTIFAMILY CAPITAL \$265,781.00

DIRECT DEPOSIT 100006057-100006157 IN THE AMOUNT OF \$85,775.01, PD. 6/1/22

REPLACEMENT DEMANDS 103675-103676 \$15,462.58

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

06072022_RECOMMENDATION_TO_APPROVE

06072022_VENDOR_INVOICE_LIST

**RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING JUNE 7, 2022**

a. Payroll Demands

- Checks 28198-28230, \$51,313.57, Pd.5/27/22
- Direct Deposit 248731-249252, \$1,955,894.44, Pd.5/27/22
- EFT/ACH \$7,557.23, Pd. 5/13/22 (PP2210)
- EFT/ACH \$362,064.60, Pd. 5/18/22 (PP2210)

b. Accounts Payable Demands

- Checks 103677-103829, \$1,921,305.25
- EFT CalPERS Medical Insurance \$366,064.50
- EFT Barings Multifamily Capital \$265,781.00
- Direct Deposit 100006057-100006157, \$85,775.01, Pd. 6/1/22

Replacement Demands

103675	Marine Tech Engineering, Inc. (Replaced ck #102520-Never rec'd)	\$5,462.58
103676	United States Postal Service (Hasler) (Replaced ck #98425-Stale)	\$10,000.00
103190	Quality Refrigeration Company Inc. (Void-Do not replace)	\$3,784.55

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
5820 ADMINISURE										
15121		05/15/2022	10273133	06072022	103677	12,200.00	05/23/2022	INV	PD	GL & WC- JUNE 2022
7118 AKM CONSULTING ENGINEERS INC										
0011629	2159	05/17/2022	10273104	06072022	103678	1,430.00	05/17/2022	INV	PD	C13-10-121 SEWER SRVCS-50
12517 ALCAST FOUNDRY, INC.										
2829w190thRefund		05/23/2022	10273121	06072022	103679	3,000.00	05/23/2022	INV	PD	Demo Refund for 2829 w. 1
12747 ALL CITY MANAGEMENT SERVICES INC										
77375	5577	05/04/2022	10272964	06072022	103680	7,415.29	05/04/2022	INV	PD	Agreement for crossing gu
11750 ALLIED UNIVERSAL SECURITY SERVICES										
12712594	4720	05/13/2022	10272850	06072022	103681	150.00	05/13/2022	INV	PD	PROVIDE ON SITE SECURITY
12712595	4720	05/13/2022	10272851	06072022	103681	3,492.21	05/13/2022	INV	PD	PROVIDE ON SITE SECURITY
12712595 P2	5376	05/13/2022	10272852	06072022	103681	1,765.23	05/13/2022	INV	PD	PROVIDE ON SITE SECURITY
48288		05/17/2022	10272951	06072022	103681	2,183.09	05/17/2022	INV	PD	USHER SERVICES FOR NDM DA
48352		05/17/2022	10272952	06072022	103681	6,588.75	05/17/2022	INV	PD	USHER SERVICES FOR THUNDE
49048		05/17/2022	10272953	06072022	103681	13,746.33	05/17/2022	INV	PD	USHER SERVICES FOR SPOTLI
						27,925.61				
131 ALLSTAR FIRE EQUIPMENT INC										
239457		04/28/2022	10272808	06072022	103682	2,336.64	06/07/2022	INV	PD	SCBA EQUIPMENT
144 AMERICAN CITY PEST CONTROL INC.										
619783		05/18/2022	10273003	06072022	103683	68.00	05/18/2022	INV	PD	101 TORRANCE BL MONTHLY B
619795		05/18/2022	10273004	06072022	103683	200.50	05/18/2022	INV	PD	101 TORRANCE BL. PEST CON
						268.50				
12554 ANDERSON, LORRAINE										
RBHA005		05/23/2022	10273081	06072022	103684	75.00	05/23/2022	INV	PD	INFORMAL HEARING - ASHLEY
6183 ARTIANO & ASSOCIATES										
48908		05/19/2022	10273027	06072022	103685	1,584.65	05/23/2022	INV	PD	3/22 Villarreal Legal Fee
2825 AT&T										
05012022-0214		05/16/2022	10272895	06072022	103686	51.88	05/16/2022	INV	PD	CIRCUITS
05012022-8488		05/16/2022	10272893	06072022	103686	51.88	05/16/2022	INV	PD	CIRCUITS
05012022-9555		05/10/2022	10272754	06072022	103686	2,799.17	05/10/2022	INV	PD	MONTHLY TELEPHONE CHARGES
05072022-3595		05/19/2022	10273062	06072022	103686	125.41	05/19/2022	INV	PD	MONTHLY PHONE CHARGES
						3,028.34				
8029 ATHENS SERVICES										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12167705	5405	05/23/2022	10273110	06072022	103687	11,807.30	05/23/2022	INV	PD	MISC. CHARGES APRIL 2022
12167711	5405	05/23/2022	10273111	06072022	103687	6,473.11	05/23/2022	INV	PD	MISC. CHARGES APRIL 2022
12197635	5353	05/10/2022	10272740	06072022	103687	329,157.06	05/10/2022	INV	PD	MAY 2022
						347,437.47				
282 B.D. WHITE TOP SOIL CO., INC.										
86572		05/18/2022	10273011	06072022	103688	327.44	05/18/2022	INV	PD	DECOMPOSED GRANITE W. STA
291 BAKER & TAYLOR										
2036591623		05/02/2022	10272837	06072022	103689	594.92	05/13/2022	INV	PD	BOOKS
2036694351		05/02/2022	10272838	06072022	103689	668.96	05/13/2022	INV	PD	BOOKS
2036717998		05/02/2022	10272836	06072022	103689	210.39	05/13/2022	INV	PD	BOOKS
2036724513		05/02/2022	10272835	06072022	103689	16.92	05/13/2022	INV	PD	BOOKS
2036724879		05/02/2022	10272834	06072022	103689	27.78	05/13/2022	INV	PD	BOOKS
2036729088		05/04/2022	10272832	06072022	103689	110.56	05/13/2022	INV	PD	BOOKS
2036729190		05/05/2022	10272827	06072022	103689	190.10	05/13/2022	INV	PD	BOOKS
2036731529		05/04/2022	10272831	06072022	103689	375.64	05/13/2022	INV	PD	BOOKS
5017729132		05/04/2022	10272828	06072022	103689	800.22	05/13/2022	INV	PD	BOOKS
H61218760		04/29/2022	10272839	06072022	103689	316.00	05/13/2022	INV	PD	AUDIOVISUAL MATERIAL
H61270330		05/04/2022	10272829	06072022	103689	45.90	05/13/2022	INV	PD	AUDIOVISUAL MATERIAL
H61284500		05/04/2022	10272830	06072022	103689	20.51	05/13/2022	INV	PD	AUDIOVISUAL MATERIAL
H61301400		05/05/2022	10272826	06072022	103689	228.13	05/13/2022	INV	PD	AUDIOVISUAL MATERIAL
H61314530		05/06/2022	10272825	06072022	103689	32.01	05/13/2022	INV	PD	AUDIOVISUAL MATERIAL
T24118590		05/03/2022	10272833	06072022	103689	49.25	05/13/2022	INV	PD	AUDIOVISUAL MATERIAL
						3,687.29				
10884 BANNER BANK										
AV_BB-003	5543	05/24/2022	10273139	06072022	103690	7,133.40	05/24/2022	INV	PD	ALTA VISTA PUMP STATION P
10436 BIBLIOTHECA, LLC										
INV-US54079		05/04/2022	10272840	06072022	103691	146.74	05/13/2022	INV	PD	ELECTRONIC RESOURCE
13038 BIDERMAN P.C.,. JOSEPH S.										
042722		05/19/2022	10273049	06072022	103692	2,500.00	05/23/2022	INV	PD	4/22 Gray Mediation Fees
384 BILL'S SOUND SYSTEMS, INC.										
40462		05/02/2022	10272626	06072022	103693	135.00	05/02/2022	INV	PD	SEASIDE LAGOON ALARM MON
11059 BLACKSTONE PUBLISHING										
2041203		04/29/2022	10272842	06072022	103694	105.00	05/13/2022	INV	PD	AUDIOVISUAL MATERIAL
2042281		05/06/2022	10272841	06072022	103694	140.00	05/13/2022	INV	PD	AUDIOVISUAL MATERIAL
						245.00				
3121 BLUE DIAMOND										
2670162		05/18/2022	10272999	06072022	103695	1,155.86	05/18/2022	INV	PD	SHEET ASPHALT AND EMULSIO
2681310		05/18/2022	10273000	06072022	103695	401.44	05/18/2022	INV	PD	SHEET ASPHALT AND EMULSIO

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
						1,557.30					
13025 BOTWIN, KIMBERLY											
BOTWIN2022		05/12/2022	10272791	06072022	103696	355.00	05/12/2022	INV	PD	REFUND 1SUM0326-02 BOTWI	
441 BRODART COMPANY											
602300		05/04/2022	10272843	06072022	103697	31.56	05/13/2022	INV	PD	PROCESSING SUPPLIES	
7939 BRW SAFETY & SUPPLY											
16877		05/06/2022	10272967	06072022	103698	399.64	06/05/2022	INV	PD	BRW Safety and Supply Inv	
16878		05/06/2022	10272966	06072022	103698	128.10	05/06/2022	INV	PD	BRW Safety and Supply Inv	
						527.74					
577 CALIFORNIA WATER SERVICE											
6428284669-4-29		05/19/2022	10273026	06072022	103699	15,565.58	05/19/2022	INV	PD	WATER SVC 3-4 thru 4-5-22	
9790 CHANE, ELLIS											
2213 MATHEWS AVE		05/23/2022	10273080	06072022	103700	2,500.00	05/23/2022	INV	PD	EHV LANDLORD INCENTIVE -	
705 CITY OF REDONDO BEACH											
05132022		05/12/2022	10273358	06072022	103701	145.83	05/31/2022	INV	PD	PETTY CASH	
709 CITY OF TORRANCE											
TORRANCE UTILITY4/25		05/16/2022	10272919	06072022	103702	131.21	05/16/2022	INV	PD	TORRANCE UTILITY 2/22-4/2	
TORRANCE UTILITY 4/25		05/16/2022	10272918	06072022	103702	300.03	05/16/2022	INV	PD	CITY OF TORRANCE 2/22-4/2	
						431.24					
725 CLEAN ENERGY											
CE12493509		05/20/2022	10273072	06072022	103703	4,413.42	05/20/2022	INV	PD	CNG M&O APRIL '22	
12261 COMMERCIAL BUILDING MANAGEMENT SERVICES											
68659		05/25/2022	10273161	06072022	103704	253.75	05/25/2022	INV	PD	ALTA VISTA SUNDAY SERVICE	
806 CONTRERAS, FRANK											
D.L-RENEWAL2022		05/18/2022		06072022	103705	50.00	05/18/2022	INV	PD	CLASS A DRIVERS LICENSE R	
817 COOPERATIVE PERSONNEL SERVICES											
BSCC-INV12790		04/30/2022	10273132	06072022	103706	802.00	05/23/2022	INV	PD	CSO II WRITTEN EXAM 04/19	
7414 COUNTY OF LA DEPT OF PUBLIC HEALTH											
		05/26/2022	10273336	06072022	103707	323.00	05/26/2022	INV	PD	FM PUBLIC HEALTH INVOICE	
3648 COUNTY OF L.A. DEPT. OF PUBLIC WORKS											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
22050906447 IN220000837		05/24/2022 05/18/2022	10273140 10272977	06072022 06072022	103708 103709	2,510.05 4,652.84	05/24/2022 05/18/2022	INV INV	PD PD	HARBOR DR & YACHT CLUB WY SIGNAL MAINT. ARTESIA@ING
13030 CREADO, VERONICA						7,162.89				
CREADO2022		05/25/2022	10273194	06072022	103710	308.00	05/25/2022	INV	PD	REFUND 4TEN1101-18 4TEN11
954 DELL MARKETING L.P.										
10581471689		05/16/2022	10272865	06072022	103711	2,631.13	05/16/2022	INV	PD	TONERS
960 DEMCO, INC.										
7119169		04/26/2022	10272844	06072022	103712	203.26	05/13/2022	INV	PD	AUDIOVISUAL SUPPLIES
971 DEPARTMENT OF JUSTICE										
578399		05/04/2022	10273136	06072022	103713	512.00	05/23/2022	INV	PD	FINGERPRINT APRIL 2022 16
976 DEPARTMENT OF TRANSPORTATION										
SL220954		05/18/2022	10272992	06072022	103714	16,823.41	05/18/2022	INV	PD	SIGNAL & LIGHTING MAINT.
13046 DIAMOND, RHONDA										
SPRING2022		05/25/2022	10273216	06072022	103715	1,575.00	05/25/2022	INV	PD	SPRING2022 LINEDANCE 4APG
11965 DOGGIE WALK BAGS, INC.										
0100388-IN		05/12/2022	10272799	06072022	103716	629.63	05/12/2022	INV	PD	DOGGIE BAGS
10748 DOUG & SONS PEST CONTROL										
24026		05/18/2022	10273013	06072022	103717	175.00	05/18/2022	INV	PD	N. BRANCH LIBRARY EXTERIO
24027		05/18/2022	10273014	06072022	103717	195.00	05/18/2022	INV	PD	PD ANNEX-EXTERIOR ANTS
24403		05/18/2022	10273012	06072022	103717	425.00	05/18/2022	INV	PD	MAIN LIBRARY EXT-AND CIVI
13026 DREILING, MIA						795.00				
DREILING2022		05/12/2022	10272792	06072022	103718	230.00	05/12/2022	INV	PD	REFUND 1SUM0321-02 DREI
1055 EASY READER										
ER22041430		05/23/2022	10273119	06072022	103719	350.00	05/23/2022	INV	PD	EASY READER used oil AD
ER220534		05/23/2022	10273118	06072022	103719	350.00	05/23/2022	INV	PD	EASY READER used oil Ad
ER220544		05/23/2022	10273117	06072022	103719	1,100.00	05/23/2022	INV	PD	EASY READER Compost Givea
13028 EDWARDS, JOANNA						1,800.00				
EDWARDS2022		05/12/2022	10272793	06072022	103720	785.00	05/12/2022	INV	PD	REFUND1SUM0327-021SUM0304

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
12230 ELECTRA MEDIA, INC.											
13500		05/13/2022	10272856	06072022	103721	680.00	05/13/2022	INV	PD	PRESSURE WASH ELECTRONIC	
13605		05/17/2022	10272946	06072022	103721	1,342.91	05/17/2022	INV	PD	SEAL AND SECURE TOP FLASH	
						2,022.91					
1099 EMPLOYMENT DEVELOPMENT DEPT											
L0468911888		05/02/2022	10273137	06072022	103722	13,589.00	05/23/2022	INV	PD	UNEMPLOYMENT INS 01/01/20	
10248 EPAX SYSTEMS, INC.											
30084		05/20/2022	10273071	06072022	103723	1,001.93	05/20/2022	INV	PD	PIER COMPACTOR 06/22	
1176 FEDERAL EXPRESS CORPORATION											
7-754-44208		05/17/2022	10272945	06072022	103724	24.94	05/17/2022	INV	PD	letter to conway real est	
10191 FRONTIER											
05012022-0910		05/10/2022	10272755	06072022	103725	118.95	05/10/2022	INV	PD	MONTHLY PHONE CHARGES	
05102022-0410		05/19/2022	10273063	06072022	103725	118.95	05/19/2022	INV	PD	CIRCUITS MONTHLY CHARGES	
						237.90					
1289 GALLS INCORPORATED											
BC1601580	3891	04/27/2022	10272817	06072022	103726	1,748.98	06/07/2022	INV	PD	UNIFORMS FOR FF RECRUITS	
BC1604732		05/02/2022	10272818	06072022	103726	1,353.10	06/07/2022	INV	PD	FIRE PREV/PLAN CHECK UNIF	
BC1606106		05/03/2022	10272819	06072022	103726	184.96	06/07/2022	INV	PD	UNIFORM BOOTS	
BC1609465		05/06/2022	10272809	06072022	103726	184.96	06/07/2022	INV	PD	UNIFORM BOOTS	
BC1613274		05/11/2022	10272820	06072022	103726	77.62	06/07/2022	INV	PD	CHIEF UNIFORM SHIRT	
						3,549.62					
13024 GRINBERG, RENATA											
GRINBERG2022		05/12/2022	10272790	06072022	103727	139.00	05/12/2022	INV	PD	REFUND 4TEN1101-07 GRINBE	
13031 HAFER, LICIA											
HAFER2022		05/25/2022	10273193	06072022	103728	200.00	05/25/2022	INV	PD	REFUND 1SUM0302-02 HAFER2	
13036 HANSEN, TAYLOR											
04262022		04/26/2022	10273129	06072022	103729	1,500.00	05/23/2022	INV	PD	MH & HEALTH CARE POLICY,	
8433 INGRAM LIBRARY SERVICES											
59247116		04/28/2022	10272846	06072022	103730	126.72	05/13/2022	INV	PD	BOOKS	
8090 INTEGRATED MEDIA SYSTEMS											
46570	4502	05/16/2022	10272901	06072022	103731	378.00	05/16/2022	INV	PD	CITY COUNCIL CHAMBER AND	
46579	5573	05/16/2022	10272903	06072022	103731	9,492.00	05/16/2022	INV	PD	INTEGRATED MEDIA SYSTEMS	

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12826 INTERWEST CONSULTING GROUP INC						9,870.00				
77414	5497	04/13/2022	10273082	06072022	103732	1,977.50	06/07/2022	INV	PD	03/2022 BUILDING PLAN CHE
782558	5497	05/16/2022	10273084	06072022	103732	4,020.00	06/07/2022	INV	PD	04/2022 BUILDING PLAN CHE
						5,997.50				
8361 iWATER, INC.										
9381	231	05/18/2022	10272996	06072022	103733	2,403.00	05/18/2022	INV	PD	C1106-51 SEWER MAINT RECO
9381-1		05/18/2022	10272997	06072022	103733	117.00	05/18/2022	INV	PD	INFRAMAP SOFTWARE DATA CO
						2,520.00				
7539 JACK J. ROEHM DRYWALL CONSTRUCTION										
138		05/18/2022	10273007	06072022	103734	1,450.00	05/18/2022	INV	PD	DRYWALL WORK-PD LOCKER RO
13045 JEHANIAN, ARMENA										
SPRING2022		05/25/2022	10273214	06072022	103735	1,190.00	05/25/2022	INV	PD	SPRING2022 COOKING 4YPG10
11920 JILK HEAVY CONSTRUCTION, INC.										
22A-0502	5379	05/17/2022	10272925	06072022	103736	52,489.00	05/17/2022	INV	PD	Municipal-SFPiers.Repair&
12705 JLEE ENGINEERING INC										
4584	5412	05/09/2022	10272975	06072022	103737	910.00	06/07/2022	INV	PD	04/2022 BUILDING PLAN CHE
1695 JUST REWARDS										
2204.005		05/11/2022	10272783	06072022	103738	592.00	05/11/2022	INV	PD	Gift cards for AVR Survey
1742 KEYSER MARSTON ASSOCIATES INC										
36780	5219	05/23/2022	10273093	06072022	103739	6,230.00	05/23/2022	INV	PD	AFFORDABLE HOUSING CONSUL
7048 KIDS ARTISTIC REVUE										
224411		05/17/2022	10272948	06072022	103740	1,082.63	05/17/2022	INV	PD	PARTIAL REFUND - KAR MAY
1747 KING FENCE INC										
44696		05/18/2022	10272976	06072022	103741	42.50	05/18/2022	INV	PD	FENCE RENTAL DOMINGUEZ PA
1749 KING HARBOR MARINE CENTER										
1528_001	5599	05/31/2022	10273362	06072022	103742	48,138.93	05/31/2022	INV	PD	Replacement Engines for F
1718 KOA CORPORATION										
2	5562	05/17/2022	10272929	06072022	103743	25,160.00	05/17/2022	INV	PD	CITYWIDE CURB RAMP IMPROV
1780 KOHLER & SONS										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
E2022-886		02/17/2022	10269547	06072022	103744	861.00	02/17/2022	INV	PD	REFUND E2022-886 1231 S.	
1807 L.N. CURTIS & SONS, INC.											
INV590959	5550	04/28/2022	10272813	06072022	103745	13,495.31	06/07/2022	INV	PD	FIRE TOOLS/EQUIPMENT - SP	
INV591384	5209	04/29/2022	10272814	06072022	103745	1,000.00	06/07/2022	INV	PD	SCBA COMPRESSED AIR FILL	
						14,495.31					
1828 LANCE, SOLL & LUNGHARD, LLP											
49048	5366	02/28/2022	10272955	06072022	103746	3,781.45	05/17/2022	INV	PD	CITYWIDE AUDITING SERVICE	
9936 LARRY WALKER ASSOCIATES											
00531.03-37	5062	05/17/2022	10273015	06072022	103747	10,404.50	05/17/2022	INV	PD	NPDES.CO4.Ref PO 2018-399	
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.											
270584		05/19/2022	10273037	06072022	103748	487.50	05/23/2022	INV	PD	3/22 Carlborg Legal Fees	
9073 LESLIE SCOTT CONSULTING											
RB 4- April 2022	5375	05/18/2022	10273005	06072022	103749	6,576.00	05/18/2022	INV	PD	TRANSIT TECHNICAL ASSISTA	
1887 LIFE ASSIST, INC.											
1200504		04/20/2022	10272906	06072022	103750	276.71	06/07/2022	INV	PD	MEDICAL AID SUPPLIES	
1204831		05/04/2022	10272810	06072022	103750	4,151.13	06/07/2022	INV	PD	PARAMEDIC MEDICAL AID SUP	
1206419		05/09/2022	10272907	06072022	103750	3,108.23	06/07/2022	INV	PD	MEDICAL AID SUPPLIES	
1206741		05/09/2022	10272908	06072022	103750	822.76	06/07/2022	INV	PD	MEDICAL AID SUPPLIES	
1208601		05/13/2022	10273083	06072022	103750	1,531.06	06/07/2022	INV	PD	PARAMEDIC MEDICAL AID SUP	
						9,889.89					
12775 LINDE GAS & EQUIPMENT INC											
10252415		05/05/2022	10272811	06072022	103751	411.71	06/07/2022	INV	PD	SCBA MAINT/REPAIRS	
13033 LIPMAN, REBECCA											
LIPMAN2022		05/25/2022	10273192	06072022	103752	45.00	05/25/2022	INV	PD	REFUND 1SUM0306-13 LIPMAN	
1951 LOS ANGELES COUNTY SHERIFF'S DEPT											
222886LL		05/19/2022	10273050	06072022	103753	517.32	05/23/2022	INV	PD	4/22 RB Homeless Court Pr	
13035 MACGUFFIN FILMS											
644786/082321		02/28/2022	10273321	06072022	103754	1,000.00	05/17/2022	INV	PD	FILM DEPOSIT REFUND - CPK	
7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP											
738312		05/19/2022	10273035	06072022	103755	4,260.00	05/23/2022	INV	PD	3/22 Acosta Legal Fees	
11202 MARK43											

CITY OF REDONDO BEACH



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INV0660	5589	05/19/2022	10273150	06072022	103756	69,636.93	06/18/2022	INV	PD	Mark43 Maintenance Costs
2084 MCCUNE & HARBER, LLP.										
109964		05/19/2022	10273047	06072022	103757	4,502.23	05/23/2022	INV	PD	3/22 Perry Legal Fees
109966		05/19/2022	10273045	06072022	103757	90.00	05/23/2022	INV	PD	3/22 Losie Legal Fees
109967		05/19/2022	10273044	06072022	103757	199.80	05/23/2022	INV	PD	3/22 Sprague Legal Fees
						4,792.03				
10720 MCVEY, RAY										
MCVEY2022		05/25/2022	10273196	06072022	103758	406.00	05/25/2022	INV	PD	SAILING CAPTAIN LICENSE E
2117 MERRIMAC ENERGY GROUP										
2218742	5583	05/18/2022	10272998	06072022	103759	23,258.82	05/18/2022	INV	PD	4,000 GALLONS DIESEL FUEL
6794 MGT OF AMERICA, INC.										
44254		05/14/2022	10272864	06072022	103760	4,200.00	05/14/2022	INV	PD	SB 90 CLAIMS -FILED 02/15
7177 MICHEL & ASSOCIATES, P.C.										
10681TS/7186QB		05/19/2022	10273034	06072022	103761	2,134.22	05/23/2022	INV	PD	3/22 Bradshaw/Cross (writ
10686TS		05/19/2022	10273029	06072022	103761	2,450.00	05/23/2022	INV	PD	3/22 D. Barker Legal Fees
10687TS/7188QB		05/19/2022	10273031	06072022	103761	2,262.38	05/23/2022	INV	PD	3/22 J. Frank Legal Fees
10688TS		05/19/2022	10273033	06072022	103761	1,260.00	05/23/2022	INV	PD	3/22 Haroldson Legal Fees
10690TS/7145QB		05/19/2022	10273030	06072022	103761	190.85	05/23/2022	INV	PD	3/22 Quinn Legal Fees
1688TS/7189QB		05/19/2022	10273032	06072022	103761	658.23	05/23/2022	INV	PD	3/22 Friggle Legal Fees
						8,955.68				
4195 MICHEL, SYDNE										
050322		05/19/2022	10273053	06072022	103762	222.00	05/23/2022	INV	PD	5/22 Parking Reimbursemen
12334 MINTZ, LEVIN, COHN, FERRIS, GLOVSKY,										
9214646		05/19/2022	10273042	06072022	103763	5,227.40	05/23/2022	INV	PD	3/22 Inverse Condenmatio
9214648		05/19/2022	10273038	06072022	103763	30,969.36	05/23/2022	INV	PD	3/22 PRONG 2 Slapp Motion
9214649		05/19/2022	10273040	06072022	103763	30,141.66	05/23/2022	INV	PD	3/22 Breach of Contract L
9214650		05/19/2022	10273043	06072022	103763	1,247.40	05/23/2022	INV	PD	3/22 CPRA Requests Legal
						67,585.82				
7834 MORROW-MEADOWS CORPORATION										
242709	4427	05/17/2022	10273017	06072022	103764	4,900.00	05/17/2022	INV	PD	C07.WastewaterPumpStation
242710	4427	05/17/2022	10273018	06072022	103764	5,800.00	05/17/2022	INV	PD	C07.WastewaterPumpStation
242711	4427	05/17/2022	10273019	06072022	103764	8,700.00	05/17/2022	INV	PD	C07.WastewaterPumpStation
242712	4427	05/17/2022	10273020	06072022	103764	44,800.00	05/17/2022	INV	PD	C07.WastewaterPumpStation
						64,200.00				
11379 MRI SOFTWARE LLC										
MRIUS1114495		05/23/2022	10273091	06072022	103765	6.68	05/23/2022	INV	PD	IVR CHARGES 3/20/2022-4/1

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11155 NATIONAL TESTING NETWORK											
9931		03/10/2022	10273126	06072022	103766	500.00	05/23/2022	INV	PD	ANNUAL RENEWAL 03/2022 TO	
6445 NOBLE CONSULTANTS, INC.											
2021191	2856	05/17/2022	10272928	06072022	103767	1,170.00	05/17/2022	INV	PD	C-1411-131 SSLagoon/BoatL	
4796 OCCU-MED,LTD.											
0522900		04/30/2022	10273131	06072022	103769	2,370.04	05/23/2022	INV	PD	PRE-EMPLOYMENT PHYSICALS-	
0522900.2		04/30/2022	10273130	06072022	103768	2,426.10	05/23/2022	INV	PD	PRE-EMPLOYMENT PHYSICALS-	
						4,796.14					
7131 OCHOA, IGNACIO											
2440367		05/25/2022	10273201	06072022	103770	185.00	05/25/2022	INV	PD	SAILING MARCH14 BOAT BOTT	
2440368		05/25/2022	10273205	06072022	103770	135.00	05/25/2022	INV	PD	SAILING APRIL11 BOAT BOTT	
						320.00					
13029 ODP BUSINESS SOLUTIONS, LLC											
180233676001		05/19/2022	10273065	06072022	103771	1,902.24	05/19/2022	INV	PD	COPY CENTER PAPER	
233805812001		05/19/2022	10273066	06072022	103771	685.45	05/19/2022	INV	PD	TONERS	
234834217001		05/19/2022	10273067	06072022	103771	-342.72	05/19/2022	CRM	PD	CREDIT RETURN TONER	
236670880001		05/19/2022	10273069	06072022	103771	-342.72	05/19/2022	CRM	PD	CREDIT RETURN TONER	
240290555001		05/17/2022	10272944	06072022	103771	316.52	05/17/2022	INV	PD	coffee room supplies, cha	
240297141001		05/17/2022	10272943	06072022	103771	12.03	05/17/2022	INV	PD	coffee room supplies, 125	
240693630002		05/02/2022	10273320	06072022	103771	9.95	05/17/2022	INV	PD	LEGAL PADS	
242741339001		05/12/2022	10273357	06072022	103771	89.11	05/31/2022	INV	PD	PENS, BATTERIES, MARKERS,	
						2,329.86					
2324 OFFICE DEPOT											
238827730001		04/28/2022	10272989	06072022	103772	119.55	05/23/2022	INV	PD	FILE BOXES - RECORDS DEST	
240693630001		04/25/2022	10273319	06072022	103772	514.84	05/17/2022	INV	PD	DRAWER TOWER, TONER, DESK	
241317173001		05/19/2022	10273048	06072022	103772	98.64	05/23/2022	INV	PD	4/22 Office Supplies	
						733.03					
9316 ONWARD ENGINEERING											
6333	5036	05/17/2022	10273112	06072022	103773	2,609.20	05/17/2022	INV	PD	TorranceResurf-PCHtoProsp	
10315 PACIFIC ADVANCED CIVIL ENGINEERING, INC.											
6074	3606	05/17/2022	10272927	06072022	103774	8,416.00	05/17/2022	INV	PD	P&S.SewerPumpStations.Rin	
10521 PLACEWORKS											
78467	3751	04/30/2022	10272972	06072022	103775	3,168.75	06/07/2022	INV	PD	04/2022 GENERAL PLAN UPDA	
13034 PRIMARY PHARMACEUTICALS											
14273		04/27/2022	10272904	06072022	103776	808.30	06/07/2022	INV	PD	MEDICAL AID SUPPLIES	

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14275		04/28/2022	10272905	06072022	103776	1,204.45	06/07/2022	INV	PD	MEDICAL AID SUPPLIES
2548 PRUDENTIAL OVERALL SUPPLY						2,012.75				
42729570		05/17/2022	10273085	06072022	103777	24.55	06/07/2022	INV	PD	FS1/DEL#20419018 SHOP RAG
42730469		05/19/2022	10273087	06072022	103777	37.84	06/07/2022	INV	PD	FS2/DEL#40419014 SHOP RAG
4335 PYRO SPECTACULARS, INC.						62.39				
201	5590	05/25/2022	10273183	06072022	103778	30,000.00	05/25/2022	INV	PD	MISCELLANEOUS SERVICES, N
13032 QUAN, KARI										
QUAN2022		05/25/2022	10273195	06072022	103779	170.00	05/25/2022	INV	PD	REFUND 4YPG0802-02 CC QA
2573 QUICK CRETE PRODUCTS CORP.										
125072	5552	05/18/2022	10272994	06072022	103780	9,454.24	05/18/2022	INV	PD	REPLACEMENT BENCHES FOR D
13041 R & Y BUILDING INC.										
509CaminoRealRefund		05/23/2022	10273124	06072022	103781	3,000.00	05/23/2022	INV	PD	Demo refund for 509 Camin
2618 RED WING SHOE STORES										
11-1-108347		05/18/2022	10272978	06072022	103782	350.00	05/18/2022	INV	PD	SAFETY BOOTS ADRIAN GODIN
11-1-109056		05/18/2022	10272979	06072022	103782	241.96	05/18/2022	INV	PD	SAFETY BOOTS RIGO MENDOZA
13027 REDMOND, KELLI						591.96				
REDMOND2022		05/12/2022	10272794	06072022	103783	149.00	05/12/2022	INV	PD	REFUND 1SUM0323-04 REDMON
9637 REGIONAL TAP CENTER										
051822		05/18/2022	10273006	06072022	103784	207.69	05/18/2022	INV	PD	TAP Mobile Validators Mon
6016502		05/13/2022	10272803	06072022	103784	50.00	05/13/2022	INV	PD	Employee Metro 30 Day FF
6016564		05/13/2022	10272804	06072022	103784	42.00	05/13/2022	INV	PD	EZ Pass S/D Z0 April 2022
5659 REYNOSO, ANDREW						299.69				
SPRING2022		05/25/2022	10273200	06072022	103785	12,642.00	05/25/2022	INV	PD	SPRING2022 REYNOSO 4TEN11
2685 RICHARDS, WATSON & GERSHON										
236608		05/24/2022	10273141	06072022	103786	199.42	05/24/2022	INV	PD	R6900-1055 EMINENT DOMAIN
8888 RINCON CONSULTANTS, INC.										
39270	5245	05/13/2022	10272973	06072022	103787	7,626.00	06/07/2022	INV	PD	04/2022 AACAP PARKING AME
39274	5244	05/13/2022	10272974	06072022	103787	4,196.74	06/07/2022	INV	PD	04/2022 AACAP ZONING AMEN

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	
						11,822.74					
7874 RODCO											
2405Pu11manRefund		05/23/2022	10273120	06072022	103788	3,000.00	05/23/2022	INV	PD	Demo Refund for 2405 Pu11	
12505 RUSTAMZADA, KHALED											
04152022		04/15/2022	10273134	06072022	103789	500.00	05/23/2022	INV	PD	COMPUTER FORENSICS AND CY	
4152022		04/15/2022	10273135	06072022	103789	500.00	05/23/2022	INV	PD	CRIMINAL BEHAVIOR	
						1,000.00					
12963 SAMEDAY HEALTH											
RBF-0003		05/05/2022	10272911	06072022	103790	175.00	06/07/2022	INV	PD	EE COVID TESTING	
10619 SANORBIX, LLC											
18861		03/03/2022	10273127	06072022	103791	634.50	05/23/2022	INV	PD	ACA PRINT AND MAIL SERVIC	
13040 SCHLEICHER, BENJAMIN H.											
711CarnelianRefund		05/23/2022	10273123	06072022	103792	3,000.00	05/23/2022	INV	PD	Demo refund for 711 Carne	
4861 SECTRAN SECURITY, INC.											
22051477		05/25/2022	10273206	06072022	103793	384.10	05/25/2022	INV	PD	SECTRAN SERVICE FOR MAY20	
7910 SEQUOIA HORTICULTURAL PRODUCTS											
62192		05/23/2022	10273079	06072022	103794	4,467.60	05/23/2022	INV	PD	SHREDDED REDWOOD BARK-152	
8622 SHOETERIA											
0033557-IN		05/18/2022	10272993	06072022	103795	350.00	05/18/2022	INV	PD	TOMMY HOLLIMAN SAFETY BOO	
11796 SIEMENS MOBILITY											
5610280665	5090	05/18/2022	10273024	06072022	103796	1,873.00	05/18/2022	INV	PD	SIGNALIZED INTERSECTIONS/	
5610280711	5090	05/18/2022	10273023	06072022	103796	1,100.00	05/18/2022	INV	PD	REPAIR CITY OWNED MMU TOR	
5620039837	5090	05/18/2022	10273022	06072022	103796	882.93	05/18/2022	INV	PD	TRAFFIC SIGNAL RESPONSE/C	
5620039851	5090	05/23/2022	10273115	06072022	103796	273.92	05/23/2022	INV	PD	CAMINO REAL AND KNOB HILL	
5620039896	5090	05/23/2022	10273114	06072022	103796	6,094.89	05/23/2022	INV	PD	INGLEWOOD AND RALSTON K/D	
						10,224.74					
8931 SIGNAL ATTORNEY SERVICE, INC.											
051522		05/19/2022	10273051	06072022	103797	130.00	05/23/2022	INV	PD	Services Rendered From 05	
2898 SIGNVERTISE											
10522		05/13/2022	10272855	06072022	103798	1,650.00	05/13/2022	INV	PD	STREET BANNER INSTALLATIO	
3005 SOUTH COAST AIR QUALITY MANAGEMENT DISTR											

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INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
3982290		05/18/2022	10272981	06072022	103799	440.15	05/18/2022	INV	PD	ANNUAL RENEWAL-GENERATOR	
3984446		05/18/2022	10272980	06072022	103799	142.59	05/18/2022	INV	PD	542 N. GERTRUDA AVE.-EMIS	
3985768		05/18/2022	10272984	06072022	103799	143.88	05/18/2022	INV	PD	ID#4735-HOT SPOTS FEE CIT	
3985846		05/20/2022	10273075	06072022	103800	143.88	05/20/2022	INV	PD	ID#9032 PW YARD HOT SPOT	
3987534		05/20/2022	10273074	06072022	103800	143.88	05/20/2022	INV	PD	ID#110844 RINDGE PUMP H	
3987991		05/18/2022	10272983	06072022	103799	143.88	05/18/2022	INV	PD	ID#123849FLAGER PUMP STAT	
3988455		05/20/2022	10273073	06072022	103800	143.88	05/20/2022	INV	PD	ID#133119 401 S. BROADW	
3988461		05/20/2022	10273076	06072022	103800	143.88	05/20/2022	INV	PD	ID#133216 POLICE DEPT. HO	
3988462		05/18/2022	10272991	06072022	103799	143.88	05/18/2022	INV	PD	ID#133220 PIER HOT SPOTS	
3988464		05/18/2022	10272982	06072022	103799	143.88	05/18/2022	INV	PD	NELSON PUMP HOT SPOTS FEE	
3988465		05/18/2022	10272990	06072022	103799	143.88	05/18/2022	INV	PD	ID#133233 GOODMAN PUMP HO	
3989356		05/18/2022	10272986	06072022	103799	143.88	05/18/2022	INV	PD	ID#146733 PW YARD STORAGE	
						2,021.54					
3016 SOUTHERN CALIFORNIA EDISON											
700062327897-5-4		05/18/2022	10272985	06072022	103801	1,918.12	05/18/2022	INV	PD	MARINA WAY HARBOR PORTOF	
700062391656-5-4		05/18/2022	10273016	06072022	103801	453.84	05/18/2022	INV	PD	BERYL HARBOR DRIVE	
700062474209-5-4		05/18/2022	10273010	06072022	103801	2,734.49	05/18/2022	INV	PD	BLOSSOM CARNEGIE FLAGLE	
700063072575-5-5		05/18/2022	10273002	06072022	103801	65,388.31	05/18/2022	INV	PD	PCH BERYL 182ND ARTESI	
700470178747-5-4		05/18/2022	10273025	06072022	103801	149.39	05/18/2022	INV	PD	NELSON MATTHEWS	
						70,644.15					
10201 SPORTBALL											
SPRING2022		05/25/2022	10273197	06072022	103802	12,180.00	05/25/2022	INV	PD	SPRING2022 SPORTBALL YPG1	
10673 SPOTLIGHT EVENTS, INC.											
224413		05/17/2022	10272950	06072022	103803	2,587.30	05/17/2022	INV	PD	PARTIAL REFUND - SPOTLIGH	
3057 SPRENGEL, STEVE											
05022022		05/02/2022	10273128	06072022	103804	2,000.00	05/23/2022	INV	PD	CJM306 SUPERVISION IN CRI	
3072 STANTEC CONSULTING INC.											
1918077	5534	05/13/2022	10272849	06072022	103805	11,295.51	05/13/2022	INV	PD	Consulting Services	
1921905	5534	05/16/2022	10272923	06072022	103805	12,384.94	05/16/2022	INV	PD	Consulting Services	
						23,680.45					
4349 STARBOUND											
224412		05/17/2022	10272949	06072022	103806	3,987.50	05/17/2022	INV	PD	PARTIAL REFUND - STARBOUN	
12237 SUEZ WTS SERVICES USA, INC.											
901524005		05/05/2022	10272815	06072022	103807	195.24	06/07/2022	INV	PD	05/22 FS1 DI EQUIP RENTAL	
901524006		05/05/2022	10272816	06072022	103807	195.24	06/07/2022	INV	PD	05/22 FS2 DI EQUIP RENTAL	
901547844		05/20/2022	10273089	06072022	103807	252.98	06/07/2022	INV	PD	05/22 FS2 DI MIX EXCHANGE	
901548067		05/20/2022	10273088	06072022	103807	134.20	06/07/2022	INV	PD	5/22 FS1 DI MIX EXCHANGE	
						777.66					
9715 T2 SYSTEMS CANADA 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
6832		05/16/2022	10272931	06072022	103808	447.75	05/23/2022	INV	PD	EXTEND BY PHONE - APRIL 2
12179 TEAM ONE NETWORKING										
20024		05/16/2022	10272891	06072022	103809	875.00	05/16/2022	INV	PD	CONFERENCE BRIDGE
11998 TELEFLEX LLC										
9505428346		05/04/2022	10272909	06072022	103810	1,752.94	06/07/2022	INV	PD	MEDICAL AID SUPPLIES
9505448838		05/09/2022	10272910	06072022	103810	38.66	06/07/2022	INV	PD	MEDICAL AID SUPPLIES
						1,791.60				
10837 THE FELDHAKA LAW FIRM										
55628		05/19/2022	10273052	06072022	103811	34,522.73	05/23/2022	INV	PD	4/22 ICRMA Legal Fees
5851 THE SOHAGI GROUP, A PROFESSIONAL LAW GROUP										
17188		05/19/2022	10273028	06072022	103812	1,290.00	05/23/2022	INV	PD	4/22 Land Use Legal Fees
71 TIME WARNER CABLE										
0004790050622		05/19/2022	10273064	06072022	103813	5,579.12	05/19/2022	INV	PD	DARK FIBER
0526211042722		05/10/2022	10272752	06072022	103813	3,513.29	05/10/2022	INV	PD	DARK FIBER
0679747050122		05/10/2022	10272749	06072022	103813	425.00	05/10/2022	INV	PD	DARK FIBER
0711235050122		05/10/2022	10272751	06072022	103813	420.00	05/10/2022	INV	PD	DARK FIBER
						9,937.41				
13039 TJC HOMEBUILDERS LLC										
2221GatesRefund		05/23/2022	10273122	06072022	103814	3,000.00	05/23/2022	INV	PD	Demo refund for 2221 Gate
12915 TORO ENTERPRISES INC										
TORO #3	5545	05/24/2022	10273138	06072022	103815	135,534.60	05/24/2022	INV	PD	ALTA VISTA PUMP STATION P
7361 TRANSPORTATION CONCEPTS										
516-04-2022	5374	05/26/2022	10273335	06072022	103816	273,153.27	05/26/2022	INV	PD	TRANSIT EXPENSES THROUGH
5885 U.S. BANK CORPORATE PAYMENT SYSTEM										
0232-04-22-2022		04/22/2022	10272580	06072022	103817	25.43	05/16/2022	INV	PD	CALCARD Malo April 2022
027004222022		04/22/2022	10272881	06072022	103817	4,070.64	06/07/2022	INV	PD	L PORTOLESE 4/22/2022 CAL
0303042222		04/22/2022	10272774	06072022	103817	128.09	06/07/2022	INV	PD	SUPPORT K9 SUPPLIES
030404222022		05/10/2022	10272788	06072022	103817	3,797.77	05/10/2022	INV	PD	CAL CARD APRIL 2022 - J.
0404042222		04/22/2022	10272922	06072022	103817	150.00	05/16/2022	INV	PD	C NAVARRO CALCARD 04-22-2
04222022-1945		05/26/2022	10273324	06072022	103817	10,889.27	05/26/2022	INV	PD	MATT CALCARD APRIL 2022
04222022-3861		05/03/2022	10272447	06072022	103817	6.99	05/03/2022	INV	PD	CHRIS CALCARD
0422220771		05/19/2022	10273039	06072022	103817	44.83	05/19/2022	INV	PD	CALCARD - BARRY CHRISTENS
0422223027		05/19/2022	10273046	06072022	103817	2,041.82	05/19/2022	INV	PD	CALCARD LUIS AGUIRRE
052804222022		05/04/2022	10272475	06072022	103817	570.00	05/04/2022	INV	PD	CAL CARD FOR DIANE AMAYA
0673-04-22-2022		04/22/2022	10272542	06072022	103817	614.59	05/16/2022	INV	PD	CALCARD Havrilchak April
09064222022		05/10/2022	10272961	06072022	103817	1,551.45	05/10/2022	INV	PD	CAL CARD APRIL 2022 - C.
101704222022		05/10/2022	10272936	06072022	103817	1,437.28	05/10/2022	INV	PD	CAL CARD APRIL 2022- A. S

VENDOR INVOICE LIST

INVOICE	P. O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1402-04-22-2022		04/22/2022	10272596	06072022	103817	39.90	05/16/2022	INV	PD	CALCARD Stevens April 202
150104222022		05/03/2022	10272294	06072022	103817	1,195.00	05/03/2022	INV	PD	JENNIFER PAUL 4/22 CAL CA
1527-04-22-2022		04/22/2022	10272593	06072022	103817	1,365.58	05/16/2022	INV	PD	CALCARD Antes April 2022
1574-04-22-2022		04/22/2022	10272578	06072022	103817	1,127.85	05/16/2022	INV	PD	CALCARD Freeman April 202
158004222022		05/10/2022	10272942	06072022	103817	3,896.82	05/10/2022	INV	PD	CAL CARD APRIL 2022 - D.
1615042222		04/22/2022	10272770	06072022	103817	1,655.82	06/07/2022	INV	PD	04/22 BOSTER CALCARD
1857042222		05/14/2022	10272859	06072022	103817	739.75	05/14/2022	INV	PD	RMICHEL CALCARD 042022
1918-04-22-2022		04/22/2022	10272635	06072022	103817	264.76	05/16/2022	INV	PD	CALCARD Naylor April 2022
2042-04-22-2022		04/22/2022	10272634	06072022	103817	1,489.49	05/16/2022	INV	PD	CALCARD Manley April 2022
2086-04-22-2022		04/22/2022	10272597	06072022	103817	53.00	05/16/2022	INV	PD	CALCARD Martinez April 20
2180-04222022		05/11/2022	10272764	06072022	103817	71.43	05/11/2022	INV	PD	BYRD - 04-22-2022 CALCARD
236104222022		05/10/2022	10272941	06072022	103817	24,492.94	05/10/2022	INV	PD	CAL CARD APRIL 2022 - G.
260204222022		05/10/2022	10272939	06072022	103817	3,901.90	05/10/2022	INV	PD	CAL CARD APRIL 2022 - R.
282504222022		05/10/2022	10272822	06072022	103817	2,987.04	05/10/2022	INV	PD	CAL CARD APRIL 2022- T. H
2936-04-22-2022		04/22/2022	10272576	06072022	103817	82.83	05/16/2022	INV	PD	CALCARD Long April 2022
3096042222		05/10/2022	10272758	06072022	103817	203.07	05/10/2022	INV	PD	CALCARD - SHANNON SNEED
3290042222		04/22/2022	10272776	06072022	103817	57.73	06/07/2022	INV	PD	04/22 LUBBA CALCARD
3439-04-22-2022		04/22/2022	10272594	06072022	103817	1,746.19	05/16/2022	INV	PD	CALCARD Dyberg April 2022
34714222022		05/10/2022	10272960	06072022	103817	2,993.36	05/10/2022	INV	PD	CAL CARD APRIL 2022 - V.
3478042222		04/22/2022	10272780	06072022	103817	249.18	06/07/2022	INV	PD	04/22 STOUT CALCARD
368904222022		05/25/2022	10273213	06072022	103817	5,765.38	05/25/2022	INV	PD	JACK MEYER CAL CARD 4/22/
374704222022		05/10/2022	10272954	06072022	103817	6,381.66	05/10/2022	INV	PD	CAL CARD APRIL 2022 - M.
3984042222		05/10/2022	10272738	06072022	103817	969.98	05/10/2022	INV	PD	CALCARD - ERICA BROWN
4603-042222		05/09/2022	10272687	06072022	103817	683.20	05/09/2022	INV	PD	JESSE REYES, CAL CARD, 04
460804222022		05/10/2022	10272956	06072022	103817	1,676.02	05/10/2022	INV	PD	CAL CARD APRIL 2022 - A.
469404222022		05/10/2022	10272957	06072022	103817	1,261.14	05/10/2022	INV	PD	CAL CARD APRIL 2022 - S.
4737042222		04/22/2022	10272772	06072022	103817	27.24	06/07/2022	INV	PD	04/22 DAILEY CALCARD
4903-04-22-2022		04/22/2022	10272595	06072022	103817	18.00	05/16/2022	INV	PD	CALCARD Warren April 2022
4980042222		05/14/2022	10272861	06072022	103817	732.90	05/14/2022	INV	PD	TLOEWENSTEIN CALCARD 0420
507404222022		05/10/2022	10272940	06072022	103817	2,025.94	05/10/2022	INV	PD	CAL CARD APRIL 2022- C. Y
508504222022		05/10/2022	10272748	06072022	103817	56.80	05/10/2022	INV	PD	LIBRARY - HAMILTONMITCHEL
510104222022		05/10/2022	10272744	06072022	103817	195.78	05/10/2022	INV	PD	LIBRARY - PARKER
51514222022		05/10/2022	10272962	06072022	103817	3,126.05	05/10/2022	INV	PD	CAL CARD APRIL 2022- J. O
523804222022		05/10/2022	10272787	06072022	103817	22.18	05/10/2022	INV	PD	CAL CARD APRIL 2022 - J.
5362042222		04/22/2022	10272773	06072022	103817	1,576.21	06/07/2022	INV	PD	04/22 DODIER CALCARD
561704222022		05/04/2022	10272469	06072022	103817	1,056.20	05/04/2022	INV	PD	CAL CARD FOR JOYCE ROONEY
565204222022		05/10/2022	10272785	06072022	103817	839.01	05/10/2022	INV	PD	CAL CARD APRIL 2022 - E.
5660-04-22-2022		04/22/2022	10272590	06072022	103817	6.99	05/16/2022	INV	PD	CALCARD Martin April 2022
5704042222		04/22/2022	10272775	06072022	103817	2,345.75	06/07/2022	INV	PD	04/22 KAUFFMAN CALCARD
5708042222		04/22/2022	10272778	06072022	103817	3,164.90	06/07/2022	INV	PD	04/22 MAY CALCARD
576306072022		04/22/2022	10272971	06072022	103817	51.39	05/16/2022	INV	PD	LKAPRIL2022CC
5767-04-22-2022		04/22/2022	10272573	06072022	103817	96.78	05/16/2022	INV	PD	CALCARD Saucedo April 202
589704222022		05/10/2022	10272823	06072022	103817	305.71	05/10/2022	INV	PD	CAL CARD APRIL 2022 - C.
609904222022		05/04/2022	10272511	06072022	103817	1,727.94	05/04/2022	INV	PD	Cal Card for Zach Painter
6213042222		05/14/2022	10272858	06072022	103817	143.88	05/14/2022	INV	PD	EHAUSE CALCARD 042022
6273042222		04/22/2022	10272771	06072022	103817	1,641.34	06/07/2022	INV	PD	04/22 CONARD CALCARD
6282-04-22-2022		04/22/2022	10272591	06072022	103817	270.20	05/16/2022	INV	PD	CALCARD Gonzalez April 20
636604222022		05/10/2022	10272784	06072022	103817	735.84	05/10/2022	INV	PD	CAL CARD APRIL 2022 - B.
639004222022		05/10/2022	10272935	06072022	103817	2,253.20	05/10/2022	INV	PD	CAL CARD APRIL 2022 - M.
64414222022		05/10/2022	10272958	06072022	103817	155.62	05/10/2022	INV	PD	CAL CARD APRIL 2022 - M.
6543-042222		05/17/2022	10272934	06072022	103817	343.32	05/17/2022	INV	PD	4/22 M. Webb Cal Card
664504222022		04/22/2022	10272882	06072022	103817	200.00	06/07/2022	INV	PD	S SHIANG 4/22/2022 CAL-CA
6714-04-22-2022		04/22/2022	10272561	06072022	103817	484.42	05/16/2022	INV	PD	CALCARD Temprano April 20
6749-04-22-2022		04/22/2022	10272587	06072022	103817	30.22	05/16/2022	INV	PD	CALCARD windman April 202
686304222022		05/10/2022	10272750	06072022	103817	131.35	05/10/2022	INV	PD	LIBRARY - NAKAMURA

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	
6894042222		05/14/2022	10272860	06072022	103817	714.04	05/14/2022	INV	PD	NNEHRENHEIM CALCARD 04202	
693204222022		05/10/2022	10272742	06072022	103817	5,137.02	05/10/2022	INV	PD	CAL CARD APRIL 2022 - M.	
7070042222		04/22/2022	10272921	06072022	103817	41.57	05/16/2022	INV	PD	D STRICKFADEN CALCARD 04-	
7096-04-22-2022		04/22/2022	10272588	06072022	103817	286.86	05/16/2022	INV	PD	CALCARD Valdivia April 20	
7106-04-22-2022		04/22/2022	10272545	06072022	103817	915.00	05/16/2022	INV	PD	CALCARD Rose April 2022	
7166-04-22-2022		04/22/2022	10272577	06072022	103817	454.59	05/16/2022	INV	PD	CALCARD Carlborg April 20	
7283-04-22-2022		04/22/2022	10272721	06072022	103817	89.55	05/16/2022	INV	PD	CALCARD Plugge April 2022	
739004222022		05/10/2022	10272768	06072022	103817	18,987.71	05/10/2022	INV	PD	CAL CARD APRIL 2022 - F.	
752004222022		05/10/2022	10272753	06072022	103817	611.13	05/10/2022	INV	PD	LIBRARY - VILHAUER	
753104222022		05/10/2022	10272766	06072022	103817	200.09	05/10/2022	INV	PD	CAL CARD APRIL 2022 - J.	
7606042222		05/12/2022	10272798	06072022	103817	553.90	05/12/2022	INV	PD	CALCARD ROBERT PIERCE	
766304222022		05/10/2022	10272938	06072022	103817	3,551.03	05/10/2022	INV	PD	CAL CARD APRIL 2022 - J.	
770204222022		04/22/2022	10272381	06072022	103817	314.38	05/22/2022	INV	PD	CALCARD APRIL 2022	
7754042222		05/14/2022	10272862	06072022	103817	-442.96	05/14/2022	CRM	PD	MWITZANSKY CALCARD 042022	
7825-04-22-2022		04/22/2022	10272582	06072022	103817	11.00	05/16/2022	INV	PD	CALCARD Spry April 2022	
7834-04-22-2022		04/22/2022	10272589	06072022	103817	42.00	05/16/2022	INV	PD	CALCARD Drury April 2022	
7933042222		04/22/2022	10272781	06072022	103817	11,989.45	06/07/2022	INV	PD	04/22 YANG CALCARD	
79524222022		05/10/2022	10272959	06072022	103817	959.24	05/10/2022	INV	PD	CAL CARD APRIL 2022 - R.	
803404222022		05/10/2022	10272937	06072022	103817	262.78	05/10/2022	INV	PD	CAL CARD APRIL 2022 - H.	
810904222022		05/10/2022	10272767	06072022	103817	2,970.41	05/10/2022	INV	PD	CAL CARD APRIL 2022 - P.	
812904222022		05/10/2022	10272782	06072022	103817	354.34	05/10/2022	INV	PD	CAL CARD APRIL 2022 - J.	
8346-04-22-2022		04/22/2022	10272538	06072022	103817	1,844.67	05/16/2022	INV	PD	CALCARD Morales April 202	
8473042222		04/22/2022	10272777	06072022	103817	738.88	06/07/2022	INV	PD	04/22 MAHONEY CALCARD	
852804222022		05/04/2022	10272510	06072022	103817	28.88	05/04/2022	INV	PD	Cal Card for Mayra Gomez	
880704222022		05/17/2022	10272924	06072022	103817	73.85	05/17/2022	INV	PD	COURT SUBPOENA SHIROMA CA	
885304222022		04/22/2022	10272569	06072022	103817	5,653.86	05/16/2022	INV	PD	CALCARD Hoffman April 202	
8888-042222		05/17/2022	10272932	06072022	103817	393.36	05/17/2022	INV	PD	4/22 J. Espinoza Cal Card	
899604222022		05/10/2022	10272821	06072022	103817	3,188.15	05/10/2022	INV	PD	CAL CARD APRIL 2022 - J.	
9185-04-22-2022		04/22/2022	10272566	06072022	103817	363.07	05/16/2022	INV	PD	CALCARD Delery April 2022	
9231042202		05/14/2022	10272857	06072022	103817	714.04	05/14/2022	INV	PD	BBRAND CALCARD 042022	
923404222022		05/10/2022	10272845	06072022	103817	235.00	05/10/2022	INV	PD	CAL CARD APRIL 2022 - M.	
9360-042222		05/17/2022	10272933	06072022	103817	15.70	05/17/2022	INV	PD	4/22 C. Park Cal Card	
9371-042222		05/16/2022	10272917	06072022	103817	13.14	05/16/2022	INV	PD	KRONEBERGER- APRIL CAL CA	
9694042222		04/22/2022	10272769	06072022	103817	618.60	06/07/2022	INV	PD	04/22 BELLANTE CALCARD	
9760042222		04/22/2022	10272779	06072022	103817	756.01	06/07/2022	INV	PD	04/22 SMITH CALCARD	
98194222022		05/10/2022	10272963	06072022	103817	260.52	05/10/2022	INV	PD	CAL CARD APRIL 2022 - E.	
9917-04-22-2022		04/22/2022	10272592	06072022	103817	292.60	05/16/2022	INV	PD	CALCARD Lofstrom April 20	
						177,637.80					
4616 UNITED SITE SERVICES OF CALIFORNIA, INC.											
114-12492731		05/24/2022	10273144	06072022	103818	1,419.67	05/24/2022	INV	PD	HOMELESS SHELTER PORTAPOT	
114-12586053		05/19/2022	10273057	06072022	103818	24.88	05/19/2022	INV	PD	TEMP FENCING 545 N. GERTR	
114-12589497		05/24/2022	10273142	06072022	103818	1,419.67	05/24/2022	INV	PD	HOMELESS SHELTER RESTROOM	
114-12668670		05/19/2022	10273056	06072022	103818	24.88	05/19/2022	INV	PD	TEMP FENCING 545 N. GERTR	
114-12672608		05/24/2022	10273145	06072022	103818	1,419.67	05/24/2022	INV	PD	HOMELESS SHELTER PORTAPOT	
114-12824964		05/19/2022	10273055	06072022	103818	21.90	05/19/2022	INV	PD	TEMP FENCING 545 N. GERTR	
114-12826033		05/24/2022	10273143	06072022	103818	1,159.91	05/24/2022	INV	PD	HOMELESS SHELTER PORTAPOT	
114-12977376		05/19/2022	10273054	06072022	103818	21.90	05/19/2022	INV	PD	TEMP FENCING 545 N. GERTR	
						5,512.48					
3305 UNITED STATES POSTAL SERVICE - CMRS-PB											
06072022		05/31/2022	10273356	06072022	103819	10,000.00	05/31/2022	INV	PD	POSTAGE METER RECHARGE- A	

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	
8088 VERIZON BUSINESS SERVICES											
Z8202209		05/10/2022	10272747	06072022	103820	1,975.31	05/10/2022	INV	PD	PRIVATE IP	
3621 VERIZON WIRELESS											
9905017766		05/16/2022	10272867	06072022	103821	3,632.02	05/16/2022	INV	PD	POLICE MODEMS	
9905486784		05/16/2022	10272866	06072022	103821	259.80	05/16/2022	INV	PD	CELLPHONE MONTHLY CHARGES	
9905486864		05/16/2022	10272890	06072022	103821	283.29	05/16/2022	INV	PD	CELLPHONES MONTHLY CHARGE	
						4,175.11					
12916 WALLACE & ASSOCIATES CONSULTING, LLC											
W800346	5546	05/17/2022	10273103	06072022	103822	24,203.78	05/17/2022	INV	PD	ALTA VISTA PUMP STATION P	
3392 WALTERS WHOLESALE ELECTRIC CO.											
S120409351.001		05/23/2022	10273105	06072022	103823	2,303.06	05/23/2022	INV	PD	ELECTRICAL-PERRY PARK BAS	
S120602156.001		05/23/2022	10273106	06072022	103823	2,534.18	05/23/2022	INV	PD	ELECTRICAL-INTERNATIONAL	
S120602453.001		05/23/2022	10273107	06072022	103823	2,515.78	05/23/2022	INV	PD	ELECTRICAL-INTERNATIONAL	
S120642633.001		05/23/2022	10273108	06072022	103823	1,160.70	05/23/2022	INV	PD	ELECT. PIER POLE PROJECT	
S120671205.001		05/23/2022	10273109	06072022	103823	274.22	05/23/2022	INV	PD	PD. ELECTRICAL	
						8,787.94					
3408 WAXIE SANITARY SUPPLY											
80869533		05/02/2022	10272470	06072022	103824	70.85	05/02/2022	INV	PD	CLEANING SUPPLIES FOR SEA	
3421 WEST COAST ARBORISTS INC											
184510		05/12/2022	10272801	06072022	103825	4,770.00	05/12/2022	INV	PD	ALTA VISTA PROJECT	
185267	5457	05/18/2022	10273009	06072022	103825	24,192.00	05/18/2022	INV	PD	BIENNIAL PALM PRUNNING	
						28,962.00					
12199 WEST COAST CIVIL, INC.											
2204-210	5046	05/17/2022	10272926	06072022	103826	5,320.00	05/17/2022	INV	PD	TransitCntr.CivilEngr&LnA	
10426 WEST MARINE PRO											
006844		05/12/2022	10272789	06072022	103827	2.93	05/12/2022	INV	PD	SAILING CLEAT HORN WESTMP	
12757 ZEIN OBAGI JR											
05052022		05/14/2022	10272863	06072022	103828	101.00	05/14/2022	INV	PD	ZOBAGIJR REIMBURSEMENT 05	
ICAWINTZO		05/05/2022	10272581	06072022	103828	803.74	05/05/2022	INV	PD	ZOBAGIJR ICA WINTR SEMR T	
						904.74					
3510 ZOLL MEDICAL CORPORATION											
3501815		05/12/2022	10272912	06072022	103829	511.91	06/07/2022	INV	PD	AUTO PULSE BATTERY REPLAC	
						511.91					

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
375 INVOICES						1,921,305.25				

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



Administrative Report

H.5., File # 22-4029

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE AN AMENDMENT TO THE AGREEMENT WITH COMMUNICATION STRATEGIES, LLC FOR TELECOMMUNICATIONS CONSULTING AND PHONE SYSTEM REPLACEMENT SERVICES TO EXTEND THE TERM TO JUNE 30, 2023 AT NO ADDITIONAL COST.
2. APPROVE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC., THE CITY'S MUNIS FINANCIAL MANAGEMENT SYSTEM PROVIDER, TO DISCONTINUE LICENSING AND SUPPORT FOR THE EXECUTIME TIME AND ATTENDANCE MODULES FOR A CREDIT AMOUNT OF \$8,866.20 AND A REDUCTION OF \$17,000 IN LICENSING AND SUPPORT COSTS FOR THE EXISTING TERM THROUGH JUNE 30, 2024.
3. APPROVE AN AGREEMENT WITH EASY READER, INC. FOR LEGAL PUBLICATIONS IN AN AMOUNT OF \$8.00 PER COLUMN INCH (ESTIMATED EXPENDITURE FOR FY 2022-23 IS \$17,600) FOR THE TERM JULY 1, 2022 TO JUNE 30, 2023.
4. APPROVE AN AGREEMENT WITH THE LOS ANGELES COUNTY AUDITOR-CONTROLLER TO PROVIDE THE PLACEMENT OF DIRECT ASSESSMENTS FOR FISCAL YEAR 2022-2023 ON THE SECURED TAX ROLL FOR STREET LANDSCAPING AND LIGHTING DISTRICT, SEWER USER FEES AND REFUSE FEES FOR AN AMOUNT OF \$0.25 PER ASSESSMENT PER PARCEL AND \$13.00 FOR EACH CORRECTION (ESTIMATED FY 2022-23 EXPENDITURE IS \$15,000).
5. APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH CATAPULT SYSTEMS LLC FOR SUPPORT WITH MICROSOFT ACTIVE DIRECTORY FEDERATION SERVICES, OFFICE 365 IDENTITY, AZURE IDENTITY AND ASSISTANCE WITH OTHER MICROSOFT RELATED SOFTWARE AND SERVICES FOR AN ADDITIONAL AMOUNT OF \$16,000 AND EXTEND THE TERM TO JUNE 30, 2023.
6. APPROVE AN AMMENDMENT TO THE AGREEMENT WITH KRONOS INCORPORATED TO ADD AN SMS MANAGEMENT SOFTWARE MODULE TO EXISTING TELESTAFF

ENTERPRISE SERVICES AT ZERO COST TO THE CITY WITH NO CHANGE TO THE TERM.

EXECUTIVE SUMMARY

Approve Contracts Under \$35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Contracts, Signatures and Insurance

**FIRST AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND COMMUNICATION STRATEGIES, 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 Communication Strategies, LLC, a California limited liability company ("Consultant").

WHEREAS, on May 18, 2021, the parties hereto entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement.

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

1. **SCHEDULE FOR COMPLETION.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to June 30, 2023. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A" of the Agreement in accordance with the schedule set forth in Exhibit "B-1".
2. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 7th day of June, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

COMMUNICATION STRATEGIES, LLC.,
a California limited liability company

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2023, unless otherwise terminated as herein provided.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND COMMUNICATION STRATEGIES, LLC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Communication Strategies, 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".

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 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, and non-discrimination laws.
18. 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.

19. 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.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents

exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. 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.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by 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.

31. 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.
32. 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.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of 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.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 18th day of May, 2021.

CITY OF REDONDO BEACH

COMMUNICATION STRATEGIES, LLC



William C. Brand, Mayor

By: 

Name: NICOLAS OLIVARES
Title: DIRECTOR OF PROJECTS

ATTEST:



Eleanor Manzano, City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall perform the following duties to assist the City in replacing the City's Avaya CS1000e phone system with a Unified Communications System ("Project").

A. Phase 2 - Requirements Documentation Tasks

1. Develop Request for Proposal ("RFP") and include components, including but not limited to, technical specifications, response criteria, installation requirements, terms and conditions, and warranty.
2. Create standardized pricing and capacity spreadsheets for vendors to review the comparability of bidders.
3. Develop evaluation weighting and scoring matrix.
4. Compile potential vendor list and distribute RFP.
5. Participate in weekly planning meetings.
6. Draft and respond to miscellaneous email; Project manage and follow up weekly.

B. Phase 3 - Vendor Evaluation and Selection Tasks

1. Conduct bidders conference.
2. Assist with any bidder's questions and answers ("Q&A"), research and formulate responses to all bidders.
3. Read and evaluate all RFP responses, determine compliance and technical merit, clarify and bidder ambiguity.
4. Provide a technical evaluation and scoring of each vendor's proposal.
5. Participate in Short List Decision Process, mediate Q&A, and finalize short list justification reasoning.
6. Provide demo coordination and agenda preparation.
7. Assist in running short list bidder presentation.
8. At a meeting, review vendor presentations with evaluation committee, determine any amendments to requirements based on information gathered in demonstration process.

9. At a subsequent meeting, review finalist vendors' presentations, follow up and have a Q&A with finalist vendors.
10. Coordinate and consult on best and final offer to add or remove any revised requirements from the demonstration process.
11. Reference check calls.
12. Assist with a formal recommendation report and a justification presentation, which shall include a draft report, facilitation of consensus editing, and a finalized recommendation report.
13. Present recommendations at City Council meeting(s).
14. Gather final contract documents from the finalist vendor and evaluate contract, terms and conditions, and scope of work for industry best practice and Project requirements.
15. Participate in weekly planning meetings.
16. Draft and respond to miscellaneous emails. Project manage and follow up weekly.

C. Phase 4 - Implementation Support Tasks

1. Conduct a kickoff meeting about the deployment plan and installation schedule.
2. Provide oversight of formal project plan accounting for all vendor and Client resources; establish, update and manage dependencies.
3. Develop business continuity plan
4. Provide Telco design, and order and follow up on carrier services.
5. Follow up on complex/difficult Telco ordering process.
6. Remediate any VoIP readiness issues not limited to but including cabling, VLANS, power, LAN, WAN.
7. Provide LAN/QoS design workshops.
8. Provide Telephony Design Workshops and include call coverage, template design, features, class of service, restrictions and dial plan.

9. Provide a workshop to design Advanced Unified Communications and include items, including but not limited to instant messaging, presence and collaboration.
10. Provide complete cutsheets with user and phone details.
11. Review final call flow documentation, and cut sheets prior to database freeze.
12. Create and develop User Acceptance Test ("UAT") plan which shall include VoIP failover.
13. Assist in training format, scheduling and reviewing training materials.
14. Develop a communication plan to deliver to the end user community to improve Project acceptance. Provide two communications in the form of an announcement email and a company meeting.
15. Review and remediate vendor executed VoIP QoS readiness assessment.
16. Participate in UAT and failover testing in accordance with the UAT test plan and perform minor remediation as required.
17. Develop a plan to provide for cut over trouble ticket response, resolution and escalation.
18. Provide support at system cutover.
19. Provide system cutover coverage.
20. Manage post install punch list and remediation tasks.
21. Manage vendor's system acceptance process and Project close-out. Review as-built documentation and final exception lists. Provide lessons learned meeting.
22. Participate in weekly planning meetings.
23. Draft and respond to miscellaneous emails. The PM shall follow up weekly.
24. Prepare weekly meeting notes.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

The term of this Agreement shall commence on May 18, 2021 and continue through May 17, 2022 ("Term") unless otherwise terminated as herein provided. Upon City Manager's recommendation to the Mayor, this Agreement shall be extended for one year, subject to the same terms and conditions contained herein. However, no extension shall be effective unless the Mayor provides a written letter authorizing the extension at least thirty (30) days prior to the expiration of the current term. Consultant's proposed hours for the scope of work is as follows.

Phase 2 - Requirements Documentation			Net
Tasks	Quantity	Hours	Hours
A.1	1	10	10
A.2	1	2	2
A.3	1	2	2
A.4	1	1	1
A.5	2	0.5	1
A.6	2	0.5	1
Requirements Documentation Tasks Estimated Hours			17

Phase 3 - Vendor Evaluation and Selection			Net
Tasks	Quantity	Hours	Hours
B.1	1	2	2
B.2	8	0.5	4
B.3	8	2.5	20
B.4	8	1	8
B.5	1	2	2
B.6	3	0.5	1.5
B.7	3	4	12
B.8	1	2	2
B.9	2	2	4
B.10	2	3	6
B.11	3	0.5	1.5
B.12	1	4	4
B.13	1	4	4
B.14	1	6	6
B.15	16	0.5	8
B.16	16	0.5	8
Travel Time (1/2 Rate)	2	2	4
10% Contingency Fee			10

Phase 4 - Implementation Support Tasks	Quantity	Hours	Net Hours
C.1	1	1	1
C.2	1	4	4
C.3	1	2	2
C.4	1	5	5
C.5	1	10	10
C.6	1	4	4
C.7	1	2	2
C.8	4	2	8
C.9	1	4	4
C.10	1	8	8
C.11	2	2	4
C.12	2	2	4
C.13	3	1	3
C.14	1	2	2
C.15	1	2	2
C.16	1	4	4
C.17	1	2	2
C.18	1	5	5
C.19	1	12	12
C.20	1	8	8
C.21	2	2	4
C.22	16	1	16
C.23	16	2	32
C.24	16	1	16
Travel Time (1/2 Rate)	2	2	4
10% Contingency Fee			16
Implementation Support Tasks Estimated Hours			182

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 an hourly rate of \$175.00 in accordance with the following schedule. In no event shall the total compensation, including travel and expenses exceed the following amounts.

Task	Net Hours	Not to Exceed Cost
Phase 2 - Requirement Documentation Tasks	17	2,975.00
Phase 3 - Vendor Evaluation and Selection Tasks	107	18,725.00
Phase 4 - Implementation Support Tasks	182	31,850.00
Travel and Expenses (Travel Time Excluded)		2,200.00
Total Not to Exceed Amount		55,750.00

Travel includes potential air, hotel, ground, and parking for two onsite visits. There are no mileage charges that apply. Travel time is included in the net hours for each task. Consultant shall invoice on exact costs with cumulative receipts not to exceed a total of \$2,200.00.

City will reimburse expenses by Consultant; provided that, the following conditions are met.

1. Expenses are reasonable.
 2. Expenses are billed at cost.
 3. Consultant provides receipts to the City.
 4. Expenses are incurred in the course of Consultant's duties described herein.
 5. Consultant obtains written approval from the City prior to incurring the expense.
2. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the hourly rate, number of hours, service, and expenses incurred. Receipts for expenses shall be attached to the invoice. Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonable satisfactory to the City.
 3. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty days of City's receipt of Consultant's monthly invoice; provided that services are completed to the reasonable satisfaction and there is no dispute over the amount.

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: COM-STRAT, LLC
1222 Grandview Rd
Sebastopol, CA 95472
Attention: Chuck Vondra, Sr. Consultant, Principal

City: City of Redondo Beach
Information Technology Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Information Technology Director

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR 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: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the 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)
03/22/2021

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

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

PRODUCER LIC #0B29370 Edgewood Partners Insurance Center P. O. Box 232017 Pleasant Hill, CA 94523	1-925-682-7001	CONTACT NAME: Cheryl Kough PHONE (A/C No. Ext): 925-852-0420 E-MAIL ADDRESS: Cheryl.Kough@epicbrokers.com	FAX (A/C No.): 925-852-0470
INSURED Com-Strat LLC DBA: Communication Strategies 1222 Grandview Rd Sebastopol, CA 95472		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: SENTINEL INS CO LTD	11000
		INSURER B: HARTFORD ACCIDENT & IND CO	22357
		INSURER C: LLOYD'S OF LONDON	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 61687027

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	57SBARH8450	04/27/21	04/27/22	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 \$ Excluded
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	57SBARH8450	04/27/21	04/27/22	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"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	57SBARH8450	04/27/21	04/27/22	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y N/A	57WECZV1809	04/15/21	04/15/22	<input checked="" type="checkbox"/> PER STATUTE 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	<input checked="" type="checkbox"/> Professional Liability		ESJ0329988458	04/14/21	04/14/22	Each Claim \$ 1,000,000 Aggregate \$ 3,000,000

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

Additional Insured(s): City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers.

General Liability coverage is primary & waiver of subrogation applies per the attached forms.

Applicable Form(s): SS00080405 & WC040306

CERTIFICATE HOLDERCity of Redondo Beach
531 N Gertruda Ave
Redondo Beach, CA 90277

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(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 **A.** – Coverages.

(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 **A.** – Coverages.

(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.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, 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; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased 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).

b. 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.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - 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 and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. 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 operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - 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".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) 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, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (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.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, 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 the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within 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 an 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, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – 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.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

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 land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEC ZV1809

Endorsement Number:

Effective Date: 04/15/21

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: COM-STRAT, LLC
1222 GRANDVIEW RD
SEBASTOPOL CA 95472

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2022

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

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

PRODUCER LIC #0B29370 Edgewood Partners Insurance Center P. O. Box 232017 Pleasant Hill, CA 94523	1-925-682-7001	CONTACT NAME: Cheryl Kough PHONE (A/C, No, Ext): 925-852-0420 E-MAIL ADDRESS: Cheryl.Kough@epicbrokers.com	FAX (A/C, No): 925-852-0420
INSURED Com-Strat LLC DBA: Communication Strategies 1222 Grandview Rd Sebastopol, CA 95472		INSURER(S) AFFORDING COVERAGE INSURER A: SENTINEL INS CO LTD INSURER B: HARTFORD ACCIDENT & IND CO INSURER C: LLOYD'S OF LONDON INSURER D: INSURER E: INSURER F:	NAIC # 11000 22357

COVERAGES

CERTIFICATE NUMBER: 65087975

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	57SBARH8450	04/27/22	04/27/23	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 \$ Excluded
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			57SBARH8450	04/27/22	04/27/23	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			57SBARH8450	04/27/22	04/27/23	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	57WECZV1809	04/15/22	04/15/23	<input checked="" type="checkbox"/> PER STATUTE 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 Liability			ESK439447394	04/14/22	04/14/23	Each Claim 1,000,000 Aggregate 3,000,000

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

Additional Insured(s): City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers.

General Liability coverage is primary & waiver of subrogation applies per the attached forms.

Applicable Form(s): SS00080405 & WC040306

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach 531 N Gertruda Ave Redondo Beach, CA 90277 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(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 **A.** – Coverages.

(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 **A.** – Coverages.

(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.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, 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; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased 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).

b. 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.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – 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 and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** 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 operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - 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".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** 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, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (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.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, 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 the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within 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 an 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, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – 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.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

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 land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEC ZV1809

Endorsement Number:

Effective Date: 04/15/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: COM-STRAT, LLC

1222 GRANDVIEW RD
SEBASTOPOL CA 95472

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____ Authorized Representative

**FIRST AMENDMENT TO THE LICENSE
AND SERVICES AGREEMENT BETWEEN
TYLER TECHNOLOGIES, INC. AND THE CITY OF REDONDO BEACH**

This First Amendment to the License and Services Agreement (this "First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Tyler Technologies, Inc., a Delaware corporation ("Tyler").

WHEREAS, effective July 1, 2020, the parties entered into the License and Services Agreement between the City and Tyler (the "Agreement"); and

WHEREAS, the City desires to discontinue Support and Update Licensing of the ExecuTime Time and Attendance modules and services; and

WHEREAS, pursuant to Section I.10 of the Agreement, the parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby the parties amend the Agreement as follows:

1. Scope of Services. Tyler shall discontinue maintenance and support for the ExecuTime Time and Attendance modules as set forth in Exhibit "A-1" attached hereto and incorporated by reference.
2. Credit for Maintenance Fees. In recognition of maintenance fees paid to Tyler for the ExecuTime Time and Attendance software, Tyler hereby issues to the City a credit of \$8,866.20. The City may apply such credit, in its discretion, to any fees due to Tyler under the Agreement. This First Amendment, upon execution, shall serve as the City's documentation for the credit issued (the executed First Amendment is City's credit invoice from Tyler).
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 govern.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereby have executed this First Amendment as of this 7th day of June 2022.

CITY OF REDONDO BEACH
a chartered municipal corporation

TYLER TECHNOLOGIES, INC.,
a Delaware corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A-1"

SCOPE OF SERVICES

TYLER'S DUTIES

Tyler shall not provide maintenance and support for the ExecuTime Time and Attendance modules as provided in the attached Discontinuance of Maintenance on Licensed Software Acknowledgement Form.



Empowering people who serve the public®

January 12, 2022

Discontinuance of Maintenance on Licensed Software

Acknowledgement Document- REDONDO BEACH, CA 4872

Client requests **NOT** to receive support and maintenance services, as defined in its License and Services Agreement with Tyler, on the following applications (the “Cancelled Applications”):

- Time & Attendance Mobile Access Maintenance
- Time & Attendance Import Maintenance
- Time & Attendance Maintenance (700)

By discontinuing maintenance on the Cancelled Applications, Client understands that it is losing the rights and benefits, and accepting the consequences, summarized below:

- The Maintenance and Support Agreement set forth in Client’s contract with Tyler will no longer apply to the Cancelled Applications;
- Client will only receive maintenance and support on a time and materials basis, at Tyler’s then-current rates or such other rates as Tyler deems necessary to account for Client’s lack of ongoing training on the Cancelled Applications, with all of those services being charged at a two (2) hour minimum for every support call Client makes;
- Client will receive the lowest priority under the applicable Support Call process; and
- Client will be required to purchase new releases of the Cancelled Applications, including fixes, enhancements, patches; and platform upgrades.

If Client decides to reinstate maintenance on a Cancelled Application, then Client will be required to (a) pay all past due maintenance and support fees, including all fees for the periods during which services were suspended; or (b) re-license the Cancelled Application at Tyler’s then-current software fees for that application or its functional equivalent.

Tyler is dedicated to providing superior customer service to all our clients. In order to improve our processes, we ask that you provide a reason for your discontinuance of maintenance and support on the Cancelled Applications by selecting one of the following:

- Don’t use*
- Dissatisfied with product*
- Dissatisfied with service*
- Our decision is related to cost*

____ *Other:* _____

Client Name

Authorized Signature

Printed Name & Title

Date

PLEASE PRINT THIS PAGE - SIGN & REPLY TO THIS E-MAIL



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to a prior license and services agreement, dated December 8, 2004, by which Client licensed certain software products from Tyler on a perpetual basis and purchased certain services from Tyler and Tyler provided said license and services in accordance therewith (the "Initial Agreement");

WHEREAS, Client and Tyler desire to replace the Initial Agreement with updated terms to reflect the nature of their ongoing relationship and Tyler's ongoing provision of services; and

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 License and Services 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 the City of Redondo Beach.
- **"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.
- **"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 July 1, 2020.
- **"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.
- **"Initial Agreement"** means our prior agreement by which we licensed Tyler Software to you and performed certain services related thereto.
- **"Investment Summary"** means the agreed upon cost proposal for the software, 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.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the



provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.

- **“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 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 Software, as applicable and attached as 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 – SOFTWARE LICENSE

1. Termination of the Initial Agreement.

1.1 As of the Effective Date, the Initial Agreement is hereby terminated by mutual agreement of the parties. The parties’ relationship shall be governed solely by the terms of this Agreement.

2. License Grant and Restrictions.

2.1 We grant to you a license to use the Tyler Software for no additional license fee and for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

2.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

2.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

2.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

- 2.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 2.6 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.
- 2.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
3. License Fees. There shall be no further license fees owed by you for the Tyler Software you licensed purchased under the Initial Agreement. Should you license additional Tyler Software through this Agreement or by subsequent amendment thereto, you agree to pay us the license fees in the amounts set forth in the applicable Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
4. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
5. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, in accordance with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

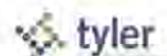
1. Services. We will provide you the various implementation-related services itemized in the Investment Summary, if any.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our 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; provided, however, that

you consent to any variance. 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 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 forty-five (45) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, in accordance 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. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. 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).
8. 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.

SECTION D – MAINTENANCE AND SUPPORT

If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with



maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

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. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses 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.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(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 forty-five (45) 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 services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERM AND TERMINATION

1. Term. This Agreement, including all exhibits, shall commence on the Effective Date and shall continue in perpetuity unless and until terminated in accordance with Section (G)2 of this Agreement. The term of the Maintenance and Support Agreement is set forth in Exhibit C Section 1.
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 F(2).

- 2.1 For Convenience. You may terminate this Agreement for convenience with ninety (90) days prior written notice to Tyler. You shall be entitled to a refund of prepaid annual maintenance and support fees, prorated from the date of termination through the end of the then-current term.
- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(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 I(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, 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 license and other fees.

SECTION H – 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 H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 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; (c) replace it with a functional equivalent; or (d) terminate your license. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) 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. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. 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.**

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 THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. 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 H(1) AND H(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; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (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 I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. 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. 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. To the extent allowed under applicable law, all Tyler proprietary information contained in 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.
3. Taxes. Unless otherwise expressly indicated therein, 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.
4. 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.
5. 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.

6. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. 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.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. 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; or
 - (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 written notice prior to disclosing any records pursuant to the request and otherwise perform the functions required by applicable law.
 - (e) is posted on Client's website as part of its contract approval process, provided however, Client may not post the Tyler Software, Third Party Products or Documentation on its website.
17. 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.
18. 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.
19. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy

- Exhibit C Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
- Exhibit C Schedule 1: Support Call Process
- Exhibit D Third Party Terms
- Exhibit E Agreement for Tyler Systems Management
- Exhibit F Disaster Recovery Agreement

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.

DocuSigned by:
 By: Rob Kennedy-Jensen
F94D1C0F3E5A445...
 Rob Kennedy-Jensen
 Name: _____
 Director of Contracts
 Date: 6/12/2020 | 5:40 AM PDT

Address for Notices:

Tyler Technologies, Inc.
 One Tyler Drive
 Yarmouth, ME 04096
 Attention: Chief Legal Officer

City of Redondo Beach

DocuSigned by:
 By: William C. Brand
E641367231DF4E1...
 Name: William C. Brand
 Title: Mayor
 Date: 6/23/2020 | 12:41 PM PDT

Address for Notices:

City of Redondo Beach
 415 Diamond Street
 Redondo Beach, CA 90277
 Attention: Information Technology

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC718C214CF...
 Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:
Jill Buchholz
D7F2B0B00B4B4E7...
 Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
689040E0E93D402...
 Michael W. Webb, City Attorney





Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Empowering people who serve the public™

Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
045	137635	04/29/2020	1 of 3

To: CITY OF REDONDO BEACH
 ATTN: MARNI RUHLAND
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

Ship To: CITY OF REDONDO BEACH
 ATTN: MARNI RUHLAND
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	4872	Net 30	USD	MISC	

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: REDONDO BEACH, CA								
1	Renewal: MUN-FIN-ACGL-MNT SUPPORT & UPDATE LICENSING - ACCTG/GU/BUDGET/AP Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	15,545.28	.00	15,545.28
2	Renewal: MUN-RB-AR-MNT SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	3,271.67	.00	3,271.67
3	Renewal: MUN-RB-AL-MNT SUPPORT & UPDATE LICENSING - ANIMAL LICENSES Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	1,414.44	.00	1,414.44
4	Renewal: MUN-RB-BL-MNT SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	2,832.32	.00	2,832.32
5	Renewal: MUN-FIN-CM-MNT SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	1,734.30	.00	1,734.30
6	Renewal: MUN-FIN-FA-MNT SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	3,600.27	.00	3,600.27
7	Renewal: MUN-RB-GB-MNT SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	1,472.59	.00	1,472.59
8	Renewal: MUN-RS-MO-MNT SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	2,618.55	.00	2,618.55
9	Renewal: MUN-RB-PMT-MNT SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	6,292.36	.00	6,292.36





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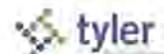
Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

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 PROFORMA**

Company	Order No.	Date	Page
045	137635	04/29/2020	2 of 3

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
10	Renewal: MUN-FIN-PUR-MNT SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	3,600.27	.00	3,600.27
11	Renewal: MUN-FIN-REQ-MNT SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	2,945.22	.00	2,945.22
12	Renewal: MUNSUPPORT-C-PR SUPPORT & UPDATE LICENSING - PAYROLL Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	4,908.70	.00	4,908.70
13	Renewal: MUNSUPPORT-C-HR SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	3,438.06	.00	3,438.06
14	Renewal: MUN-FIN-PGA-MNT SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	2,945.21	.00	2,945.21
15	Renewal: MUNOSDBA TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	17,681.51	.00	17,681.51
16	Renewal: MUN-CAL-UP-TMNT MUNIS GUI SITE LICENSE SUPPORT Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	2,700.00	.00	2,700.00
17	Renewal: TCM-EE-DR-REC DISASTER RECOVERY CONTRACT Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	17,681.51	.00	17,681.51
18	Renewal: MUNSUPPORT-E-TCMSE SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	8,377.19	.00	8,377.19
19	Renewal: TYL-CASH-MNT SUPPORT & UPDATE LICENSING - TYLER CASHIERING Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	8,935.67	.00	8,935.67
20	Renewal: MUN-FIN-CSS-MNT SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Maintenance Plan: ; Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	6,143.27	.00	6,143.27





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 Fax: 1-866-673-3274
 Email: ar@tylertech.com

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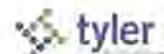
Company	Order No.	Date	Page
045	137635	04/29/2020	3 of 3

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
21	Renewal: MUN-UB-UB-SUB SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING Maintenance Plan: : Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	2,901.63	.00	2,901.63
22	Renewal: MUN-RS-RTD-MNT SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance Plan: : Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	2,050.36	.00	2,050.36
23	Renewal: MUN-RS-TRS-MNT SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Maintenance Plan: : Start: 07/01/2020, End: 06/30/2021; Term: 12 months	No	1	1	EA	3,307.50	.00	3,307.50

Does not include any applicable taxes

Order Total: 126,396.08

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**





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Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
045	137636	04/29/2020	1 of 1

To: CITY OF REDONDO BEACH
 ATTN: MARNI RUHLAND
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

Ship To: CITY OF REDONDO BEACH
 ATTN: MARNI RUHLAND
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	4872	Net 30	USD	MISC	

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: REDONDO BEACH, CA								
1	Renewal: MUNSUPPORT-D-MAPLINK SUPPORT & UPDATE LICENSING - MAPLINK GIS INTEGRATION Maintenance Plan: ; Start: 11/20/2020, End: 11/19/2021; Term: 12 months	No	1	1	EA	1,530.00	.00	1,530.00
2	Renewal: MUNEXETAMA-M Support & Update Licensing - Time & Attendance Mobile Access Maintenance Maintenance Plan: ; Start: 11/20/2020, End: 11/19/2021; Term: 12 months	No	1	1	EA	1,117.00	.00	1,117.00
3	Renewal: MUNEXETAIMPORT-M Support & Update Licensing - Time & Attendance Import Maintenance Maintenance Plan: ; Start: 11/20/2020, End: 11/19/2021; Term: 12 months	No	1	1	EA	1,132.00	.00	1,132.00
4	Renewal: MUNSUPPORT-C-ESS SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE Maintenance Plan: ; Start: 11/20/2020, End: 11/19/2021; Term: 12 months	No	1	1	EA	1,530.00	.00	1,530.00
5	Renewal: MUNEXETA-M Support & Update Licensing - Time & Attendance Maintenance (700) Maintenance Plan: ; Start: 11/20/2020, End: 11/19/2021; Term: 12 months	No	1	1	EA	6,195.00	.00	6,195.00

Does not include any applicable taxes

Order Total: **11,504.00**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**

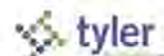




Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: 100% on the Effective Date.

1.2 *Maintenance and Support Fees:*

1.2.1 Maintenance and support fees for the period July 1, 2020 through June 30, 2021 are due prior to July 1, 2020.

1.2.2 Maintenance and support fees for the period November 20, 2020 through November 19, 2021 are due prior to November 20, 2020.

2. Professional 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 delivery of the Best Practice Recommendations, by module, and 50% upon delivery 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 the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, 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.

3. Other Services and Fees.

3.1 *Systems Management Services*: The Systems Management Services fee for the period July 1, 2020 through June 30, 2021 is due prior to July 1, 2020. Systems Management Services are provided in accordance with the Agreement for Tyler Systems Management attached to this Agreement as Exhibit E. Systems Management Services will renew automatically for additional one (1) year terms at our then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3.2 *Disaster Recovery Services*: The Disaster Recovery Services fee for the period July 1, 2020 through June 30, 2021 is due prior to July 1, 2020. Disaster Recovery Services are provided in accordance with the Disaster Recovery Agreement attached to this Agreement as Exhibit F. Disaster Recovery Services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The maintenance fee for the Third Party Software for the period July 1, 2020 through June 30, 2021 is due prior to July 1, 2020.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *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.

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. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of all available receipts will be provided at a cost of \$25 per week of onsite services. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the receipt of the invoice and receipts for expenses. We prefer to receive payments electronically. Our electronic payment information is available by contacting 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.

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.

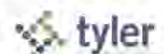
Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on July 1, 2020 or November 20, 2020, as set forth in the Investment Summary, and remains in effect for one (1) year. The term will renew automatically for up to four (4) additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We agree to limit increases to the annual maintenance and support fees to 5% per year for the first three (3) renewals of the maintenance and support term.
2. **Maintenance and Support Fees.** Your maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 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); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 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;
 - 3.4 provide you with a copy of 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
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support



services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. 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 a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, 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 a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support 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.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, 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.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

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). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting 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 responses and resolutions.

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 support incident. 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.
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 support incident. 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 lost 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 support incident. 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. 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
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. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop 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
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

non-sub license able license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4. Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5. Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6. Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7. Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) Eclipse Corporation to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. UPDATES, MAINTENANCE AND SUPPORT

- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. Eclipse Corporation reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

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5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION. ECLIPSE CORPORATION DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit E
Agreement For
Tyler Systems Management (“TSM”)

Client agrees to purchase, and Tyler agrees to provide, the services listed below in accordance with the following terms and conditions.

I. Term of Agreement:

This Tyler Systems Management Agreement (herein “TSM Agreement”) is effective as of the Available Download Date of the License and Services Agreement (“Agreement”) between Tyler and the Client and shall remain in force for an initial one (1) year term. Upon expiration of that initial term, the TSM Agreement will automatically renew for additional one year terms, at Tyler’s then-current rates, unless terminated by either party at least thirty (30) days’ in advance of the upcoming renewal date.

The headings used in the TSM Agreement are for reference purposes only and shall not be deemed a part of this TSM Agreement.

II. Scope of the Agreement:

Both parties acknowledge that this TSM Agreement covers only the services described below, for the internal business operations of:

Internal Business Operations of **the City of Redondo Beach**

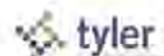
III. Payment:

1. As set forth in the Invoicing and Payment Policy (Exhibit B to the Agreement), Client agrees to pay Tyler the year one fee for the services described below. This payment is due and payable as indicated in Exhibit B. Thereafter, payments for any renewal period will be due annually in advance. Payment terms are net forty-five (45) days from invoice receipt or invoice date, whichever is later.
2. Additional Charges. Any systems management services and/or related materials performed or supplied by Tyler for Client that are not in-scope, as defined herein, will be invoiced to Client on a time and materials basis at Tyler’s then-current rates

IV. Covered System:

Window Servers that are required to run the Munis application.

V. Scope of Services: Tyler will provide the following services for the benefit of Client:



- a. Tyler SYSTEMS MANAGEMENT Service is available during Tyler's then-current business hours. Tyler'S current business hours are set forth at <http://www.tylertech.com/client-support>. Client may contact a TSM technician using the contact information set forth at <http://www.tylertech.com/client-support>. Calls will be recorded and answered on a first in first out basis, except on reports that declare Client's system down, in which case Client's call will be moved to the head of the queue
- b. TSM services are restricted to the primary production server(s) that the Tyler Software subject to this TSM Agreement is installed on.
- c. Environments: Database administration services are restricted to three Tyler environments: one live environment, one training environment, and one test environment.
 - (1) In cases where additional databases exist, each additional database will be subject to additional fees, which Tyler will quote to Client at Tyler's then-current rates.
- d. Application Software: In-scope TSM services include two complete sets of the Tyler Software subject to this TSM Agreement: one live set and one test/train set.
- e. Required Foundation Software: TSM services include the support and installation of all foundation software Tyler requires Client to procure to utilize one live, one train and one test database. Required foundation software is set forth at <https://check.tylertech.com/>. Tyler does not support, and this TSM Agreement does not include support services for, any third party product that is not required foundation software. Tyler will reasonably cooperate with Client in investigating issues within the Tyler Software that may be created by a third party product, but it is Client's responsibility to pursue support on third party products directly from that vendor or its authorized partners.
- f. Tyler will also perform system administrative tasks on the installed operating system and database administrative tasks on the installed database engine software.
- g. Tyler will also provide a remote installation and configuration of a new or upgraded server, at Client'S request, once every two (2) years.

VI. Client Responsibilities:

- a. Client shall provide, at no charge to Tyler, full and free access to the programs covered hereunder, including working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
- b. Client shall install and maintain for the duration of this TSM Agreement a stable high speed network connection available for remote connections. Client shall pay for installation, maintenance and use of such equipment and associated communication line use charges. Tyler, at its option, shall use this remote interface in connection with error correction.



Exhibit F Disaster Recovery Agreement

WHEREAS, Client desires to enroll in Tyler's Disaster Recovery Services ("DR Services") for the Tyler software products ("Tyler Software Products") licensed by Client from Tyler, subject to the terms and conditions of this Disaster Recovery Agreement ("DR Agreement") and the License and Services Agreement ("Agreement") under which Tyler has licensed Tyler Software Products to Client.

THEREFORE, Tyler and Client agree as follows:

1. Definitions:

- Agreement. The License and Services Agreement under which Tyler licenses Tyler Software to the Client.
- Business Days. Monday through Friday, excluding Holidays.
- Business Hours. 8 AM – 6 PM (EST) on Business Days.
- Critical Processes. Mutually defined in the Disaster Recovery Plan.
- Critical Users. Mutually defined in the Disaster Recovery Plan.
- Disaster. An unplanned event that is not within the reasonable control of the Client which results in the failure of the Tyler Software Products licensed by Client to perform Critical Processes. A Disaster is *not* a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with the industry standard, a failure otherwise covered by an in-force Agreement Client has with Tyler (e.g., Tyler annual Maintenance and Support Agreement ("Support Agreement"), Technical Services Agreement, or Tyler Systems Management ("TSM") Agreement, or a failure that can be remedied in less than sixteen (16) business hours.
- Disaster Recovery Plan. Defined at #2 of Exhibit 1 to this DR Agreement.
- Holiday. New Year's Day (January 1), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25).
- Force Majeure. An event beyond the reasonable control of a party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.
- Recovery Point Objective ("RPO"). Amount of time since last successful data transfer. With successful nightly transfer of data, RPO would be no more than twenty-four (24) hours.
- Recovery Time Objective ("RTO"). One (1) business day after receipt Disaster declaration for Client data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for Client data one (1) terabyte in size or greater shall be mutually agreed, specified and incorporated into the Disaster Recovery Plan.

2. Disaster Recovery Services. Tyler shall provide the DR Services as described in this DR Agreement, including any Exhibits and associated appendices. All DR Services shall be provided remotely. In the event the Disaster results in damage to Client's server(s) and a re-installation of the Tyler Software Products licensed by Client is required as a result of such damage, Tyler shall re-install the Tyler Software Products free of charge if Client is enrolled in Tyler's TSM service (ERP, Munis, TCM) or Technical Services Support (Incode, Eden, TCM). Otherwise, such re-installation shall be obtained from Tyler at Tyler's then-current installation services rates. Tyler Disaster Recovery staff will contact Client within twelve (12) business hours of any such reinstallation for reinstallation of Disaster Recovery Software.
3. Client Requirements. In order for Tyler to provide DR Services pursuant this DR Agreement, Client shall:
 - a) Provide high speed internet access, including upload bandwidth sufficient for complete nightly data transfers to comply with applicable RPO;
 - b) Comply with then-current minimum hardware and network requirements as specified on Tyler's support website;
 - c) Maintain security and access privileges for Tyler to receive data transfer and reasonably perform activities reasonably necessary for Tyler to provide DR Services;
 - d) Permit installation of software required for provision of DR Services in accord with this DR Agreement as reasonably determined by Tyler;
 - e) Reasonably notify Tyler in advance of any changes in Client's network that impacts Tyler's ability to deliver DR Services; and
 - f) Client shall not install or activate SQL TDE or similar database or file level encryption technologies on servers installed with Tyler Disaster Recovery Software.
4. Disaster shall be declared by Client by calling Tyler at (207) 781-2260 or (800) 772-2260 and clearly stating that CLIENT IS DECLARING A DISASTER.
5. Disaster Recovery. Client's Critical Processes will be accessible by Critical Users in accord with the applicable RTO.
6. Data. Data Transfer shall be handled in accord with Exhibit 1 to this DR Agreement.
7. Release Life Cycle. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's Release Life Cycle Policy.
8. Exclusions.
 - a) Neither party shall be liable for delays in performing its obligations under this DR Agreement to the extent that the delay is caused by Force Majeure.
 - b) Tyler's DR Services shall not be used to replace required on-site backups of Client data for Tyler Software Products licensed by Client.
 - c) The fee paid for DR Services does not include, and Client is responsible for the costs associated with:
 - i. Hardware and/or software necessary to remotely access Tyler's data center, and any and all on-site services. Client may request and purchase on-site services at Tyler's then-current rates.

- ii. In the event Client requests Tyler to hand-deliver or courier the critical processes output (such as payroll checks), the cost of such special delivery shall be borne by Client and payable thirty (30) days from receipt of invoice.
9. License Terms. Client's use of the Tyler Software Products included in the DR Services remains subject to limitations on Client's use in the Agreement, including disclaimer of implied warranties.
10. Notices. With the exception of a declaration of a Disaster, notices or communications required or permitted as a part of this DR Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
 - a) Actually received,
 - b) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
 - c) Upon receipt by sender of proof of email delivery, or
 - d) If not actually received, ten (10) 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 respective other party at the address set forth in the Agreement or such other address as the party may have designated by notice or amendment to the Agreement.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties for notices shall be as set forth in the Agreement.

11. This DR Agreement, along with the Agreement, represent the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this DR Agreement it did not rely on any information not explicitly set forth or referenced in this DR Agreement. Any changes to this DR Agreement by Tyler must be communicated at least sixty (60) days in advance and will take effect no earlier than the commencement of the renewal term following notice of the change, unless otherwise mutually agreed.



Exhibit 1

In addition to those services described elsewhere in this DR Agreement, DR Services are described in the following sections.

1 Data Transfer

The electronic transfer solution provides nightly (between the hours of 8 PM and 6 AM) transfer and archiving of Client's Tyler data and is subject to the following conditions:

- Initial data transfer may require portable disk.
- Data transferred shall include only items essential to provision of service.
- Applications included in the DR Services are listed in Appendix A to this Exhibit 1. Such description shall also indicate database and file detail required for provision of DR Services. Tyler Software Products not listed in Appendix A and any non-Tyler Software Product shall not be included in data transfer or the DR Service.
- Only production databases are backed up.
- Data from the last seven (7) successful data transfers are retained by Tyler.
- Total data storage is limited to 200 gigabytes ("GB"). Storage limit may be increased in 200 GB increments by mutual agreement and at additional cost.
- Data transferred to Tyler as part of DR Services is not available for Client's data retrieval or restoration not associated with the DR Services provided by Tyler. Tyler may provide data transferred by Client on an exception basis, upon request.
- Tyler is not responsible for the integrity of the data provided by Client to Tyler. Tyler will use the most current viable data to restore Client's critical processes.
- Tyler may use select information from the Client database for research and analysis purposes.
- To the extent the database contains confidential information, Tyler shall keep confidential such information in accordance with the confidentiality provisions of the Agreement.
- Tyler Disaster Recovery staff will monitor status of data transfers on Business Days.
- In the event of two (2) consecutive data transfer failures, Tyler will timely provide notice to Client in order to commence troubleshooting.
- Tyler shall have no liability for failure of data transfers not solely caused by Tyler.
- Tyler will provide transfer report related to Client data transfer upon request.

2 Disaster Recovery Plan

The Disaster Recovery Plan is a mutually drafted document which details, in addition to this DR Agreement, the DR Services Tyler shall provide to Client. The parties' responsibilities with respect to the Disaster Recovery Plan are further defined below.

Tyler's Responsibilities:



- Coordinate activities associated with transfer of data to Tyler's data center.
- Document Disaster Recovery strategy for critical processes.
- Review the Disaster Recovery Plan with Client.
- Provide reasonable guidance for Disaster Recovery policies and procedures.
- Identify modules, databases, applications, and files required for DR Services.

Client's Responsibilities:

- Provide remote access to Client's Tyler database server for analysis and configuration of data transfer.
- Provide network support if required to enable transfer of data from Client's server to the Tyler data center.
- Provide PCs and high-speed modems for access from Client's alternate processing location, if required.
- Provide technical resources to configure remote access PCs, including Tyler supplied application software, if reasonably required to receive DR Services pursuant the DR Agreement.
- Provide a chain of command document for communication during a disaster.
- Maintain the Disaster Recovery Plan and integrate the Disaster Recovery Plan made with Tyler with Client's comprehensive disaster recovery plan.

Shared Responsibilities:

- Identify critical users for DR Services.
- Identify critical processes for DR Services.
- Identify and agree on RTO where Client has more than 1TB of TDRS Protected Data.
- Draft initial Disaster Recovery Plan within ninety (90) days of commencement of Initial Term.
- Define recovery processes for post Disaster operations (mandatory for Odyssey CM clients, optional for all others).

3 DR Services during Disaster

- A. Upon declaration of a Disaster, Tyler shall provide DR Services from one of its hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of Tyler's data center in excess of such period shall require the parties to execute a change order detailing the duration of the extension and the additional cost associated therewith.
- B. Hosting Services During a Disaster.
 - i. Hosting Services during a Disaster will be provided in accord with Tyler's then-current standard availability guarantees from its Service Level Agreement for SaaS clients. Any credits issued to Client will be based on the total Disaster Recover fee paid for the then-current term.
 - ii. Tyler will use best efforts to include interfaces for Tyler Software Products covered under this DR Agreement.
 - iii. Hosting Services shall not include interfaces or interconnects with 3rd Party Products unless specifically agreed in the Disaster Recovery Plan.

- C. Processing Assistance During a Disaster includes, as necessary:
- i. Print Output:
 - a. Payroll Checks
 - b. Retirement Checks
 - c. Accounts Payable Checks.
 - ii. In the event print output is required to be sent non-electronically, Client shall bear the cost of shipment.
 - iii. Transfer of Automated Clearing House (“ACH”) Files to bank on Client’s behalf. Transfer may require pre-notification by Client to bank.
- D. Clients receiving DR Services during a Disaster receive priority access to Tyler application support.

4 Annual Disaster Recovery Test

The parties may review and test the Disaster Recovery service:

- Scheduled by parties at least thirty (30) days in advance,
- Client must provide a list of users who will partake in the test,
- Test shall not exceed 2 weeks,
- Retest within same year available if initial test not agreed by both parties to be successful.

5 Estimated Schedule

The services provided pursuant the DR Agreement will be performed consistent with the estimated schedule mutually agreed to by Tyler and Client. Tyler and Client agree to promptly perform their respective responsibilities according to such schedule.

6 Tyler’s Other Responsibilities

Project management services are provided as part of the DR Services. Tyler will designate a Project Manager who will be Tyler’s contact for all communications with Client and will have the authority to act on Tyler’s behalf in matters regarding this Statement of Work. Tyler’s project manager will perform the following tasks:

- Review Statement of Work with Client’s project manager.
- Review current project status.
- Recommend changes or additions to the project as appropriate.
- Administer the change control procedure.
- Review and evaluate the progress of the project with Client’s project manager to resolve any necessary changes.

7 Client’s Other Responsibilities

Tyler’s performance is predicated upon the following responsibilities being fulfilled by Client:

Prior to the start of the Statement of Work, Client will designate, in writing, a person who will be Client’s Project Manager who will be Client’s contact for all communications with Tyler and who has the

authority to act on behalf of Client in all aspects of the Statement of Work. The Project Manager will perform the following activities:

- Interface between Tyler's Project Manager and Client's organization.
- Administer project change control with Tyler's project manager.
- Arrange reasonable access to Client's data for project personnel, as reasonably required.
- Conduct any communication through Tyler's Project Manager.
- Help resolve and escalate project issues within Client's organization as required.
- Obtain and provide project requirements, data, decisions and approvals within five (5) business days of request. If such requirements, data, decisions or approvals are delayed beyond the time specified, Client agrees to relieve Tyler of its responsibility for the affected Service until Client performs that obligation.
- Accept responsibility for the data files, selection and implementation of controls for Client's location, and security of the stored data.

Client acknowledge that it is Client's responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes.

8 Project Change Control Procedure

When Tyler and Client agree to a change in the Disaster Recovery Plan, Tyler will prepare a written description of the agreed change which both Tyler and Client must sign. The Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. When charges are necessary in order for Tyler to analyze a change, Tyler will give Client a written estimate and begin the analysis only after Client's written authorization.

Appendix A

Defined User Maximum.

The maximum number of named Client users available to use DR Services is 35.

Covered Applications.

All products licensed by Client under the Agreement as of the Effective Date of the DR Agreement.

Product Specific Conditions.

None.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND EASY READER, INC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Easy Reader, Inc., a California corporation ("Easy Reader" or "Newspaper").

RECITALS

- A. WHEREAS, on June 7, 2022, City awarded Newspaper the Bid for the publication of legally required notices ("Legal Notices").
- B. WHEREAS, City seeks to utilize Newspaper's services to publish the Legal Notices on an "as needed" basis ("Services").
- C. WHEREAS, Newspaper has made a proposal to City to provide Services, and City desires to retain Newspaper to perform the Services.
- D. WHEREAS, on June 7, 2022, the City Council approved the Newspaper's Bid for the publication of Legal Notices for the period of July 1, 2022 to June 30, 2023.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

- 1. Newspaper shall publish the City's Legal Notices, including but not limited to all notices, orders, ordinances, and all other advertising matters in the manner required by the Bid, state, federal, and local laws, in the Easy Reader, a Newspaper of general circulation in the City. The Bid is attached hereto as Exhibit "A" and is incorporated herein.
- 2. Newspaper shall perform all Services in a good workman like manner.
- 3. City shall pay Newspaper \$8.00 per column inch for the services. The average size for a Boxed Legal (display format) is 5 by 4 inches and is approximately 1/8 of a page. Newspaper shall use a minimum of six (6) point pica size type and the column width shall be not less than 1.25 inches.
- 4. City shall approve a warrant to pay Newspaper for Services at the first City Council meeting upon City's receipt of Newspaper's invoice. Payment shall be made thirty (30) days after the approval of the warrant.
- 5. Upon Newspaper's receipt of a copy of the Legal Notices from the City, Newspaper shall publish all printing and advertising requests made by the City in the first publication of the Easy Reader. Newspaper shall comply with this procedure for the duration of this Agreement.

6. At Newspaper's own expense, Newspaper shall provide affidavits of publication to the City. City must email its request for affidavits of publication to the parties designated by the Newspaper in its Bid documents. If Newspaper changes its designated parties, Newspaper must give immediate written notice to the City.
7. Newspaper shall provide Services, without errors or omissions, and Newspaper shall carefully proofread all Legal Notices published and shall be responsible for the correct publication of the Legal Notices. In the case of any errors or omissions, which are the fault of the Newspaper, Newspaper shall republish the Legal Notices and all other publications affected, at no cost to the City.
8. Newspaper shall print all Legal Notices in adjacent columns of the Easy Reader and shall complete the publication on the same page as originated unless the Legal Notices contain more column inches than the completed Newspaper page.
9. Newspaper shall publish the Legal Notices on the Newspaper page generally used for legal notices and proposals.
10. Newspaper 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 environmental laws, employment discrimination laws and minimum compensation laws.
11. In the event that a publication of Legal Notice appears in the Easy Reader after the expiration of this Agreement, and the publication thereof is not complete, then Newspaper shall complete the publication of the Legal Notice after the expiration of this Agreement at the rates provided under this Agreement.
12. Newspaper shall comply with the insurance requirements set forth in Exhibit "B." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
13. To the maximum extent permitted by law, Newspaper 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 Newspaper's performance or work hereunder (including any of its officers, agents, employees, and 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. Newspaper's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Newspaper 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 Newspaper 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. Newspaper, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

14. All exhibits hereto are made a part hereof and incorporated herein by reference.
15. 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 Newspaper and City may be used to assist in the interpretation of the exhibits to this Agreement.
16. This Agreement shall bind the heirs, successors, and assigns of Newspaper.
17. This Agreement shall be construed in accordance with the law 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.
18. Any provision of this Agreement to be found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable.
19. 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 Newspaper warrants and represents that he is duly authorized to enter into and execute this Agreement on behalf of Newspaper, 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 Newspaper.

20. 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 7th day of June, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

EASY READER, INC.,
a California corporation

William C. Brand, Mayor

By: _____
Name: Kevin Cody
Title: Publisher

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"
NEWSPAPER'S SUBMITTED BID

See the attached Bid.

**CITY OF REDONDO BEACH
BID FOR PUBLICATION OF LEGAL NOTICES
FOR THE CITY OF REDONDO BEACH
BID NO: CC-2022-014**

INSTRUCTION TO BIDDERS

Bids for the Publication of all Legal Notices for the City of Redondo Beach will be received by Robert Norman in **Financial Services**, 415 Diamond St., Door 1, Redondo Beach, until **4:30 p.m., Monday, May 9, 2022** at which time they will be publicly opened and read aloud. Bids received after the specified date and time will be considered late and returned to the bidder unopened.

Each bid shall be submitted in the following manner:

- In a sealed envelope bearing the bid number and title of the bid on the outside of the envelope;
- With the name and address of the bidder on the outside of the envelope;
- On the forms provided by the City Clerk's Office (see attached forms).

No bid shall be submitted by telephone, fax, or electronic mail. Incomplete bids will be considered non-responsive and will not be reviewed. No changes, modifications, corrections or additions may be made to the bid after it is submitted to the City of Redondo Beach. The City of Redondo Beach reserves the right to accept or reject any and all bids received and, to the extent permitted by law, to waive any irregularities in the Bid.

Section 19.5 of the City Charter of the City of Redondo Beach provides in part that the annual contract for the publication of all legal notices or other matter required to be published in a newspaper of general circulation circulated in the City of Redondo Beach shall be awarded to the lowest responsible bidder.

This Bid is subject to the provisions and requirements set forth in the attached specifications and the attached form contract. In the event a contract is awarded, the successful bidder shall comply with all the provisions, terms, and conditions specified in this Bid and the form contract.

This Bid is comprised of 14 pages including this page.

Additional Bid packets may be obtained by contacting the City Clerk's Office of the City of Redondo Beach. All questions should be directed to Vickie Kroneberger at (310) 318-0656.

SPECIFICATIONS FOR PUBLICATION OF LEGAL NOTICES
BID NUMBER
CC-2022-014

The following constitutes the criteria that will be used to determine the “lowest responsible bidder”:

1. Bidder must be a newspaper of general circulation in the City of Redondo Beach, and selected entity must be registered and in good standing with the Secretary of State.
2. Circulation and Readership of Newspaper
3. Bidder must publish, at a minimum, all legal notices in 6 point type.
4. Column Inch Rate
5. Width of column
6. Number of columns per page
7. Cost per Column Inch to publish a legal notice in 6 point type
8. Cost per Column Inch to publish a boxed legal ad in 6 point type
9. Cost to publish legal notice in a point type larger than a 6 point type
10. Cost to publish legal notice in a point type smaller than a 6 point type
11. Point Size Used in Publication of Legal Notices
12. Cost of emergency publications
13. Cost for printing the City’s Official Seal on all legal notices
14. Cost to electronically transfer copy
15. Publication schedule
16. Copy submission deadline
17. Compatibility of software programs used for electronic submission
18. Space for legal ads will be compared using a formula based on the column width and price per column inch provided by the bidder.

Bidder __ Easy
Reader _____ Name of Publication _____

SPECIFICATIONS FOR PUBLICATION OF LEGAL NOTICES

**BID NUMBER
CC-2022-014**

Background Information – Please complete

fully. NEWSPAPER: Easy Reader

PARENT ENTITY (IF APPLICABLE): Easy Reader Inc.

ADDRESS: 67 14th Street, Hermosa Beach, Ca. 90254

PHONE: (310) 372-461

PRIMARY READERSHIP COMMUNITIES: Redondo Beach, Hermosa Beach, Manhattan Beach

DISTRIBUTION: 45,000 direct mail on the 2nd Thursday of each month. 5,000 newsstands on 1st, 3rd, 4th, and 5th Thursday of each month

**DO ALL RESIDENCES IN THE PRIMARY READERSHIP COMMUNITIES RECEIVE A NEWSPAPER?
Yes, on 2nd Thursday of each month**

**FREQUENCY OF PUBLICATION:
CHECK ALL THAT APPLY:**

DAILY ___ SUNDAYS ___ WEEKLY(SpecifyDay)Thursdays _____

SOFTWARE PROGRAMS USED: InDesign, Quark, Google Suite

PREFERRED METHOD OF RECEIVING COPY: Email

CONTACT PERSON FOR LEGAL NOTICES: Judy Rae

PHONE: (310) 372-4611 _____ FAX: (310) 697-8821 _____

EMAIL: Judy@EasyReaderNews.com

CONTACT PERSON FOR DISPLAY/EDITORIAL NOTICES: Same as above

PHONE: _____ FAX: _____

EMAIL: _____

**SPECIFICATIONS FOR PUBLICATION OF LEGAL NOTICES
CC-2022-014**

Bidder Easy Reader
Name of Publication _____

No.	Description	
1	Column Inch Rate	\$8.00
2	Width of Column	1.25 nches
3	Number of Columns per Page	7
4	Cost for Printing Seal on all Legal Notices	\$8/col inch
5	Cost for Emergency Publication	\$8/col inch
6	Cost per Column Inch to publish a legal notice in 6 point type	\$8/col inch
7	Cost per Column Inch to publish a boxed legal ad in 6 point type	\$8/col inch
8	Point Size Used in Publication of Legal Notices	6 pt
9	Cost to Publish Legal Notice in a Point Size Smaller than 6 Point Size	\$8/col inch
10	Cost to Publish Legal Notice in a Point Size Larger than 6 Point Size	\$8/col inch
11	Cost to Electronically Submit Copy of Legal Notices	No Charge
12	Publication Schedule	Weekly, on Thursdays
13	Copy Submission Deadline	Tuesday
14	Earliest Date Copy may be Submitted	Friday prior to publication
15	Latest Date Copy may be Submitted	Wednesday

Bidder Easy Reader _____
Name of Publication

SPECIFICATIONS FOR PUBLICATION OF LEGAL NOTICES

**BID NUMBER
CC-2022-014**

THE UNDERSIGNED CERTIFIES THAT _____ Easy Reader _____ (NAME OF PUBLICATION) IS A NEWSPAPER OF GENERAL CIRCULATION PUBLISHED AND CIRCULATED IN THE CITY OF REDONDO BEACH; THAT THE ENTITY IS REGISTERED AND IN GOOD STANDING WITH THE SECRETARY OF STATE, AND THAT THE TERMS OF THIS BID START AFTER APPROVAL AND EXECUTION OF A CONTRACT AND ENDS 11:59 P.M. THE 30TH OF JUNE 2023; THAT THE FOLLOWING QUOTATIONS AND INFORMATION WILL APPLY TO ALL LEGAL NOTICES REQUIRED FOR PUBLICATION IN THE

SUBMITTED BY:

Kevin Cody

Digitally signed by Kevin Cody

Date: 2021.02.03 18:46:00 -08'00'

NAME: Kevin Cody

EXHIBIT "B"

INSURANCE REQUIREMENTS

Without limiting Newspaper's indemnification obligations under this Agreement, Newspaper shall procure and maintain for the duration of the agreement 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 Newspaper, 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

Newspaper shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

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

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

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 Newspaper 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 shall 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 Newspaper. General liability coverage can be provided in the form of an endorsement to the Newspaper'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 Newspaper.

For any claims related to this project, the Newspaper'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 Newspaper'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 Newspaper's part.

Acceptability of Insurers

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

Verification of Coverage

Newspaper 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.

Subcontractor

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

Risk Management

Newspaper 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.



Public Works Department
Engineering Services

415 Diamond Street
Redondo Beach, California 90277
www.redondo.org

Telephone 310 318-0661
Fax 310 374-4828

DA Account #:236.51
236.54
236.92

AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS

This agreement is made and entered into between the *Los Angeles County Auditor-Controller* and ***City of Redondo Beach*** to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to ***City of Redondo Beach***.

I. PROPERTY TAX SERVICES

Los Angeles County will place direct assessments on the Secured Tax Roll and distribute collections to ***City of Redondo Beach*** at the same time and in the same manner as Los Angeles County property taxes are collected and distributed. ***City of Redondo Beach*** will adhere to the policies and procedures established by the Los Angeles County Auditor-Controller as outlined in the Direct Assessment Submission Procedure Manual.

Fee for Billing Services

For billing of direct assessments, the Los Angeles County Auditor-Controller shall collect the following charge:

DA Original Submission - \$0.25 per assessment per parcel

For correction of direct assessments requested by ***City of Redondo Beach*** after extension of the tax roll, the Los Angeles County Auditor-Controller will collect \$13.00 per correction.

The Los Angeles County Auditor-Controller will charge an additional fee for extended services provided to ***City of Redondo Beach*** that are outlined in the Auditor-Controller Direct Assessment Submission Procedure Manual.

II. COLLECTION OF AUDITOR-CONTROLLER FEES

Direct Assessment billing charges are collected once a year, on the December 20th advance distribution. Any additional charges are deducted on the next available distribution of monies.

III. ACCOUNTING SERVICES

The Los Angeles County Auditor-Controller has available a report of direct assessments levied for the tax year by parcel and will be provided to **City of Redondo Beach**. Accounting Services beyond this will be considered extended services and will be subject to additional charges and fees.

IV. MODIFICATION OF COLLECTION FEES AND CHARGES

The Los Angeles County Auditor-Controller reserves the right to increase or decrease any charges herein provided, in proportion to any changes in costs incurred by the Auditor-Controller in providing the services described herein, provided that written notice of any increase or decrease in charges is given to **City of Redondo Beach**

V. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW

The authority for such levy, (i.e. resolution, ordinance or election), shall accompany requests for the levy of direct assessments. **City of Redondo Beach** warrants that the taxes, fees, or assessments imposed by **City of Redondo Beach** and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).

City of Redondo Beach hereby releases and forever discharges Los Angeles County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of **City of Redondo Beach** responsibility under this agreement or other action taken by **City of Redondo Beach** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

City of Redondo Beach agrees to and shall defend, indemnify and hold harmless Los Angeles County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of any of **City of Redondo Beach** responsibility under this agreement, or other action taken by **City of Redondo Beach** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, **City of Redondo Beach** agrees that Los Angeles County may offset the amount of any judgment paid by Los Angeles County or by any indemnified party from any monies collected by Los Angeles County on **City of Redondo Beach** behalf, including property taxes, special taxes, fees, or assessments. Los Angeles County may, but is not required to, notify **City of Redondo Beach** of its intent to implement any offset authorized by this paragraph.

VI. TERMS OF AGREEMENT

All existing agreements between Los Angeles County Auditor-Controller and **City of Redondo Beach** pertaining to the collection of direct assessments shall be terminated upon the execution of this agreement. This agreement shall continue from year to year and shall be subject to cancellation by either party by giving a thirty-day written notice to the other party of cancellation.

AUTHORIZED SIGNEE:

- Director of Finance Manager Authorized Consulting Agent
 Other (please specify Title): Mayor

Authorized Signature: _____ Date: _____

Authorized Name: William C. Brand
PRINT NAME

ATTEST:

APPROVED AS TO FORM:

Eleanor Manzano, City Clerk

Michael W. Webb, City Attorney

For Auditor-Controller Use Only

Approved Signature: _____ Date: _____
SECTION MANAGER

Approved Name: _____
PRINT NAME

**SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CATAPULT SYSTEMS, LLC**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Catapult Systems, LLC, a Texas limited liability company ("Consultant").

WHEREAS, on October 15, 2019, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on March 16, 2021, the parties entered into the First Amendment to the Agreement for Consulting Services between the City and Consultant (the "First Amendment") to add Microsoft related services, extend the Agreement to December 31, 2022, and increase the total compensation limit to \$34,000; and

WHEREAS, the parties desire to amend the Agreement.

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

1. Scope of Services. Exhibits "A" to "A-1" of the Agreement are hereby amended to add Exhibit "A-2", which provides assistance with Active Directory Federation Services, Microsoft 365 Identity, and Azure Identity, and other Microsoft related technologies, and provide staff engagements. Consultant shall perform all services described in Exhibits "A" to "A-2".
2. Schedule for Completion. Exhibits "B" to "B-1" of the Agreement are hereby amended to add Exhibit "B-2", which extends the Agreement to June 30, 2023. Exhibit "B-2" is attached hereto and incorporated by reference. Consultant shall continue and complete all services described in Exhibits "A" to "A-2" of the Agreement in accordance with the schedule set forth in Exhibit "B-2".
3. Compensation. Exhibits "C" to "C-2" of the Agreement are hereby amended to add Exhibit "C-2" to increase the hourly rate to \$181.17 and increase Consultant's compensation limit to \$50,000. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" to "A-2".
4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the

Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 7th day of June 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

CATAPULT SYSTEMS, LLC,
a Texas limited liability company

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A-2"

SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall provide the following services.

1. Provide information technology Consultant V per Catapult GSA schedule to assist with the configuration, troubleshooting, updating, upgrading and new service implementation of Active Directory Federation Services, Microsoft 365 Identity, and Azure Identity, and other Microsoft related technologies.
2. Staff engagements within two to four weeks of receipt of a copy of this executed amendment.

EXHIBIT “B-2”

SCHEDULE FOR COMPLETION

TERM: The term of this Agreement shall be extended to June 30, 2023 (“Term”), unless otherwise terminated as herein provided.

EXHIBIT "C-2"

COMPENSATION

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

1. **AMOUNT.** Consultant shall be paid an hourly rate of \$181.17 for the services described herein. Consultant acknowledges that the hourly rate is pursuant to the federal cooperative purchasing agreement GSA Contract GS-35F0613W. In no event shall the total compensation paid to Consultant exceed \$50,000.
2. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment in accordance with GSA Contract GS- 35F0613W. Invoices must indicate the services performed, dates of service, hours worked, and the hourly rate. Invoices must also be itemized, 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.** City agrees to pay Consultant within thirty (30) days of receipt of the invoice; provided, however, that services are performed to the City's reasonable 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. Catapult Systems, LLC
1221 South MoPac Expressway, Suite 350
Austin, TX 78746
Attn: Tony Sciacca, Senior Account Executive

City. City of Redondo Beach
Information Technology Department
415 Diamond Street
Redondo Beach, CA 90277
Attn: Chris Benson, Information Technology Director

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CATAPULT SYSTEMS, 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 Catapult Systems, LLC, a Texas limited liability company ("Consultant").

WHEREAS, on October 15, 2019, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to add services, extend the term, and increase the not to exceed amount.

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

1. Scope of Services. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which adds Microsoft related services. Exhibit "A-1" is attached hereto and incorporated by reference. Consultant perform all services described in Exhibits "A" and "A-1".
2. Schedule for Completion. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to December 31, 2022. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall continue and complete all services described in Exhibits "A" and "A-1" of the Agreement in accordance with the schedule set forth in Exhibit "B-1".
3. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase Consultant's limit on compensation to \$34,000. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" and "A-1".
4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 16th day of March, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
William C. Brand
E6413C7231DF4E1...

William C. Brand, Mayor

CATAPULT SYSTEMS, LLC,
a Texas limited liability company

DocuSigned by:
Jim Booth
819415328C8A4CA...
By: Jim Booth
Name: _____
Title: Regional VP

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael W. Webb, City Attorney

EXHIBIT "A-1"

SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall perform the following services.

- A. Assist with the configuration, troubleshooting, updating, upgrading and new service implementation of Microsoft Active Directory, Azure, Exchange and Office 365.
- B. Provide security assessment of Microsoft Office 365, present assessment findings, conduct security workshop and provide assessment written report.
- C. Provide bucket of hours to assist with other Microsoft related software and services as needed.

EXHIBIT “B-1”

SCHEDULE FOR COMPLETION

TERM: The term of this Agreement shall be extended to December 31, 2022 (“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 an hourly rate of \$164.91 for the services described herein. In no event, shall the total amount paid to Consultant, including all amounts paid for services under the Agreement, exceed \$34,000.
- B. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices must indicate the services performed, dates of service, hours worked, and the hourly rate. Invoices must also be itemized, 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.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the invoice; provided, however, that services are performed to the City's full satisfaction.
- D. **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. Catapult Systems, LLC
1221 South MoPac Expressway, Suite 350
Austin, TX 78746
Attn: Tony Sciacca, Senior Account Executive

City. City of Redondo Beach
Information Technology Department
415 Diamond Street
Redondo Beach, CA 90277
Attn: Chris Benson, Information Technology Director

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.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CATAPULT SYSTEMS, LLC**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Catapult Systems, LLC, a Texas 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".

* * * * *

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 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, and non-discrimination laws.
18. 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.

19. 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.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents

exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. 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.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by 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.

31. 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.
32. 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.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of 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.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

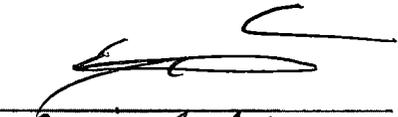


IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15th day of October, 2019.

CITY OF REDONDO BEACH,
a chartered municipal corporation

CATAPULT SYSTEMS, LLC,
a Texas limited liability company

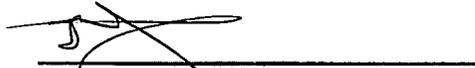

William C. Brand, Mayor

By: 
Name: Craig Andrie
Title: Regional Vice President

ATTEST:

APPROVED:


Eleanor Manzano, City Clerk


Jill Buchholz, Risk Manager

APPROVED AS TO FORM:


Michael W. Webb, City Attorney



EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall provide the following services.

1. Assist with the configuration of Azure Active Directory and other Azure services, including but not limited to, troubleshooting.
2. Provide a bucket of hours to assist with other Microsoft related tasks.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence on October 15, 2019 and expire October 14, 2021 ("Term"), unless otherwise terminated 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 an hourly rate of \$164.91 for the services described herein. It is estimated that the hours worked shall not exceed thirty hours. However, in the event Consultant must perform services beyond the estimated thirty hours, Consultant's compensation shall not exceed \$10,000. Consultant acknowledges that the hourly rate is pursuant to the federal cooperative purchasing agreement GSA Contract GS- 35F0613W.
2. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment in accordance with GSA Contract GS- 35F0613W. Invoices must indicate the services performed, dates of service, hours worked, and the hourly rate. Invoices must also be itemized, 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.** City agrees to pay Consultant within thirty (30) days of receipt of the invoice; provided, however, that services are performed to the City's reasonable 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. Catapult Systems, LLC
1221 South MoPac Expressway, Suite 350
Austin, TX 78746
Attn: Tony Sciacca, Senior Account Executive

City. City of Redondo Beach
Information Technology Department
415 Diamond Street
Redondo Beach, CA 90277
Attn: Chris Benson, Information Technology Director

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.



EXHIBIT "D"

INSURANCE REQUIREMENTS FOR 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: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the 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)
12/22/2021

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

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

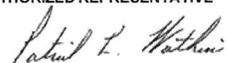
PRODUCER Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, Ste. 100 Austin TX 78759	CONTACT NAME: Tyler Bramlett PHONE (A/C, No, Ext): 512-452-8877 E-MAIL ADDRESS: TBramlett@watkinsinsurancegroup.com	FAX (A/C, No): 512-452-0999
	INSURER(S) AFFORDING COVERAGE	
INSURED Catapult Systems, LLC 1221 S. Mopac Expwy #350 Austin TX 78746-7626	INSURER A : Berkley National Insurance	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1104674425 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TCP 7019594-10	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <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			TCP 7019594-10	1/1/2022	1/1/2023	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			TCP 7019594-10	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC 7019595-10	1/1/2022	1/1/2023	<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
A	<input type="checkbox"/> Business Personal Property (RC) <input checked="" type="checkbox"/> Professional/Cyber Liability			TCP 7019594-10 TEO 7019596-10	1/1/2022 1/1/2022	1/1/2023 1/1/2023	BPP Limit/Deductible \$650,000/\$2,500 Each Wrongful Act Lim \$5,000,000 Aggregate/Retention \$5,000,000/25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Crime/Employee Theft Policy: TCP 7019594-10, effective 1/1/2022 to 1/1/2023, \$1,000,000 per occurrence limit, \$25,000 deductible
City of Redondo Beach, Its Officers, Elected, and Appointed Officials, Employees, and Volunteers are additional insured on the general liability policy where required by written contract. Auto Liability is a part of the General Liability policy.

CERTIFICATE HOLDER City of Redondo Beach Attn: Chris Benson 415 Diamond Street Redondo Beach CA 90277	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ORDER FORM

Quote#: Q-101225
Expires: 27 Apr, 2022
Sales Executive: Bryan Driscoll

Order Type: Quote
Date 20 June, 2022

Bill To Contact:

Bill To: CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277 USA

Solution ID: 6105654

Ship To Contact:

Ship To: REDONDO BEACH POLICE
401 DIAMOND ST
REDONDO BEACH, CA 90277-0639 USA

Ship to Phone:
Ship to Mobile:
Contact: Jessica Antes
Email: jessica.antes@redondo.org

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Shipping Terms: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order is subject to the terms and conditions of that certain Kronos Sales, Software License and Services Agreement between Kronos and Customer dated 03/17/2015.

Software

Item	License/Quantity	Total Price
UKG TELESTAFF SMS MANAGER V7.1+	240	USD 0.00
Total Price		USD 0.00

Software Support

Item	Duration(Months)	Total Price
Platinum Support Service	12	USD 0.00
Total Price		USD 0.00

Quote Summary

Description	Total Price
Grand Total	USD 0.00

CITY OF REDONDO BEACH		Kronos Incorporated	
Signature:	_____	Signature:	_____
Name:	<u>William C. Brand</u>	Name:	_____
Title:	<u>Mayor</u>	Title:	_____
Effective Date:	_____	Effective Date:	_____
<p>Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.</p>			

CITY OF REDONDO BEACH

Signature: _____

Name: Eleanor Manzano

Title: City Clerk

Effective Date: _____

CITY OF REDONDO BEACH

Signature: _____

Name: Diane Strickfaden

Title: Risk Manager

Effective Date: _____

CITY OF REDONDO BEACH

Signature: _____

Name: Michael W. Webb

Title: City Attorney

Effective Date: _____

KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT

Rev KR-022811.1

THIS KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("Customer") and Kronos Incorporated, a Massachusetts Corporation doing business as Kronos Data Systems Incorporated ("Kronos" or "Contractor").

The parties hereby agree that the terms and conditions set forth in this Agreement shall apply to all Kronos Equipment, Software, Professional and Educational Services, Support, and such other Kronos offerings selected with the execution of this Agreement or subsequently ordered. The initial products and services ordered are outline in Appendix A and B of this Agreement.

Kronos and Customer hereby agree that the terms and conditions of this Agreement apply to Order Form executed by Kronos and Customer which expressly references this Agreement and the Order Form incorporated to this Agreement as an Appendix. For the purposes of future order, either party may discontinue use of this Agreement for such future orders upon thirty (30) days prior written notice to the other party, provided however that any Order Form prior to the effective date of such notice shall remain in effect unless otherwise specifically terminated in accordance with the terms of this Agreement. Kronos may require additional terms and conditions for the sale or license of products or services not contemplated by this Agreement (including without limitation those that may be related to international services) provided that no such additional terms and conditions shall be binding upon Customer unless a subsequent amendment is executed by both parties. All orders are subject to the approval of Kronos' corporate office in Chelmsford, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such other Customer or Kronos pre-printed terms shall apply to the items ordered. **In no event shall any Order Form be effective unless incorporated within the Agreement or any subsequent amendment executed by Customer and Kronos.**

1. **PAYMENT AND DELIVERY.** Unless otherwise set forth in this Agreement, payment terms are Net 30 days from the receipt of the invoice unless a longer term is indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). Kronos will invoice Customer for products upon Delivery. Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice. The Professional and educational services are invoiced monthly as rendered unless otherwise agreed between the parties. The Cloud Hosting Program are payable and invoiced in accordance with Appendix C.

Customer agrees to pay all applicable taxes levied or based on the products, services or other charges hereunder, including state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on net income. Provided however, if Customer presents to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt.

2. **GENERAL LICENSE TERMS**

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software.

3. **FEE BASED LIMITATIONS**

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to

increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

4. OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Agreement. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software. Customer shall indemnify and hold harmless Kronos for all damages or liability caused by Customer's failure to comply with the foregoing restriction.

5. PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

6. UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

7. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer and shall indemnify Kronos for any noncompliance which results in damages or liability for Kronos. Customer's obligations hereunder shall survive the termination or expiration of this Agreement. Customer must obtain Kronos' prior written consent before exporting the Software.

8. FIRMWARE

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled. If Customer has downloaded firmware for the Kronos Equipment to which Customer is not entitled, Customer shall be responsible to pay Kronos for such updated firmware in accordance with Kronos' then-current support policies.

9. TRAINING POINTS

Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at <http://customer.Kronos.com> and each session has the Training Points value indicated. Training Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Kronos products and/or services. Except for training points BAYG, Kronos will invoice Customer for the Training Points identified in the Order Form upon execution of such Order Form with payment terms in accordance with the Order Form.

10. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period

(the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications"). The Specifications include Kronos trade secrets and shall be treated in accordance with the Section 16 of the Agreement.

The Test Period shall be for 45 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 45 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 45 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

11. LIMITED WARRANTY

11.1 Kronos warrants and represents either that it is the sole owner of the Software and has the power and authority to grant this license without the consent of any other person, or that it has obtained such consent. Kronos warrants and represents that title to the Software shall at all relevant times remain free of any encumbrance, lien, or security interest

11.2 Kronos warrants that it possesses either good title or has the power to sell all Kronos Equipment and license the Software and the right to transfer the Equipment and Software media to Customer; the Equipment and Software media shall be delivered to the Customer free from any security interest or other lien; The Equipment and Software media shall be free from material defects in materials and workmanship under normal use for a period of ninety (90) day from the Delivery. In the event of a breach of this warranty, Customer's initial remedy shall be that Kronos shall repair or replace the deficient Equipment and/or Software media, at Kronos' reasonable option provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. All repairs during the warranty period shall be promptly performed by Kronos, at Kronos's expense, including shipping. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment) to the extent not caused by Kronos, unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

11.3 For so long as Customer maintains the Software and Equipment under a support plan with Kronos, Kronos represents and warrants that the Equipment and Software will perform in material conformance with the Specifications. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software, as provided in the applicable support plan. In the event that Kronos' repair or replacement of the deficient Equipment or Software does not remedy the breach, Customer shall be entitled to seek actual and direct damages at law and equity consistent with the Agreement.

12. INDEMNIFICATION

Kronos agrees to indemnify Customer, its elected and appointed officials, officers, employees, and volunteers and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement United States, Canadian or Berne Convention signatory countries' patents, copyrights, trademarks, trade secrets or other intellectual property rights enforceable in the United States asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has the sole control over the investigation, preparation, defense and settlement of such claim (provided that no such settlement shall include an admission of liability or guilt of Customer without Customer's prior written consent); and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied or approved by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing while substantially maintaining the functionality as provided for in the Specifications; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight line depreciation commencing with the date of the relevant Order. Additionally, Kronos agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its employees.

13. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) TRAVEL EXPENSES

Customer will reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional and/or educational services; provided that the following factors are met.

1. Kronos invoices all requests for reimbursement.
2. Customer authorizes the travel costs in writing.
3. Kronos provides documentation of the actual itemized expenses.

No reimbursement shall be made without Customer's prior authorization or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Notwithstanding the foregoing, no reimbursement shall be paid unless a subsequent written amendment executed by both parties authorizes such reimbursement.

(b) ENGAGEMENTS

(i) Initial Professional Services: Fixed Fee Services

For the services set forth in the in the Statement of Work and Order Form which are incorporated as Appendix A and B of this Agreement, Kronos agrees to complete the services, as described in the SOW for the fixed fee set forth on the Order Form, unless additional hours are required to complete such services due to a material change in the scope of the project, Customer delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into this SOW. Any such additional hours and fixed fee amount shall be agreed upon by the parties through the change order process and executed via a written amendment signed by both parties. If Kronos has not invoiced for the entire fixed fee amount as set forth in this SOW (and any amendments, if applicable) upon completion of the services, Kronos will invoice Customer for any remaining fees up to the fixed fee amount and Customer shall pay such fees upon the payment terms agreed upon by the parties. All services shall be invoiced in accordance with the terms of the Agreement.

(ii) Additional Professional Services:

Unless otherwise indicated on the Order Form which amend this Agreement or a formal Amendment, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis at the rates set forth in the Order Form. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and Kronos' resource scheduling purposes. After the dollar limit is expended, Kronos will continue to provide Professional Services if an amendment for continuation of the Professional

Services is signed by the parties.

(c) WARRANTY

Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notifies Kronos within 30 days of receipt of invoice for the applicable services, the Customer's initial remedy and Kronos initial responsibility shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer.

(d) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and may be accessed at:

<http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

14. SOFTWARE SUPPORT SERVICES

(a) SUPPORT OPTIONS

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access. Customer may purchase support services for Equipment in accordance with the terms and conditions of Kronos' standard Equipment Support Services Agreement a copy of which is available upon request and is located at: <http://www.kronos.com/Legal/EquipmentSupportAgr.aspx>.

(b) TERM OF SOFTWARE SUPPORT

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service shall renew for additional one year terms on the anniversary date of its commencement date, by mutual written agreement of the parties or by Kronos sending to Customer an invoice for the applicable renewal term and the Customer paying such invoice prior to the commencement of such renewal term. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with sixty (60) days advance written notice to Customer, provided however, any material changes that diminishes the Service Offerings or Service Coverage period shall not be effective and enforced against Customer unless and until Customer renews the Support Services for the subsequent support term (i.e., Customer renews support for the subsequent renewal term). For the initial three (3) renewal years the annual support fee, for the same products and service type, will not increase by more than 3% over the prior year's annual support fee.

(c) GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

- (i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos.
- (ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.
- (iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at <http://www.kronos.com/services/support-services.aspx>.
- (iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.

(v) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

(d) PLATINUM AND PLUS SERVICE OFFERINGS:

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Agreement at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software. Travel and expenses are not included and shall be paid by Customer.

(e) PAYMENT

Customer shall pay annual support charges as set forth in Section 1.

(f) ADDITION OF SOFTWARE

Additional Software purchased by Customer during the initial or any renewal term shall be added to this Agreement at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition, and any such addition shall be automatically renewed as provided in these terms. However, no additional software shall be included or compensation be paid unless a subsequent amendment is executed by both parties.

(g) RESPONSIBILITIES OF CUSTOMER

Customer agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software. Such Plus option may be ordered by entering into an amendment to this Agreement.

(h) DEFAULT

Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice.

(i) WARRANTY

Kronos warrants that all support services shall be performed in a professional and competent manner.

(j) KRONOS SUPPORT SERVICE POLICIES

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the

Support Policies and this Agreement, the terms of this Agreement shall prevail.

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION

The KnowledgePass Subscription program is not selected by Customer and an amendment shall be mutually agreed is Customer wishes to subscribe to this program.

16. CONFIDENTIAL INFORMATION "Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know such as providing services under this Agreement.

Neither party shall disclose to third parties the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence; or (e) was required to be disclosed by applicable law (including without limitation the applicable public records laws) or a court order; provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure.

17. INSURANCE

Kronos shall comply with the requirements set forth in Appendix D while performing services under this Agreement. Insurance requirements that are waived by the Customer's Risk Manager do not require amendments or revisions to this Agreement.

18. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

19. TERMINATION

(a) General Termination. Notwithstanding any provision herein to the contrary, the Customer may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Kronos of the project or services hereunder, with a thirty (30) advance written notice to Kronos. This Agreement may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30)

days after such written notice from Kronos. Upon such termination of this Agreement by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control.

In the event of any termination subject to this section, Kronos shall be compensated for: (1) all authorized services performed and products delivered prior to the effective date of termination which are not subject to a good faith dispute; and (2) pay the applicable fees outlined in the event of termination in relation with the cloud terms.

(b) Termination for Breach by Kronos. For any breach of this Agreement by Kronos which cannot be cured by repair, replacement or re-performance, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Kronos, provided Kronos has not cured such breach during such thirty (30) day period. Upon such termination, Customer shall be entitled to pursue its remedies at law or in equity consistent with the terms of this Agreement

20. GENERAL

(a) Independent Contractor. Kronos acknowledges, represents and warrants that Kronos is not a regular or temporary employee, officer, agent, joint venturer or partner of the Customer, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Kronos shall have no rights to any benefits which accrue to Customer employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the Customer shall not withhold state or federal income taxes, the reporting of which shall be Kronos's sole responsibility.

(b) Brokers. Kronos acknowledges, represents and warrants that Kronos 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.

(c) Records. Kronos, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, and correspondence pertaining to the project or services invoiced. Kronos, including any of its subcontractors, shall make such documents and records available for Customer review or audit upon request and reasonable advance notice, and shall keep such documents and records, for at least four (4) years after Kronos's completion of performance of this Agreement.

(d) Business License. Kronos 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 Customer; provided, however, that Customer may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

(e) Non Liability of Officials and Employees of the Customer. No official or employee of the Customer shall be personally liable for any default or liability under this Agreement.

(g) Compliance with Laws. Kronos and Customer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or tribunals, with respect to this Agreement, including without limitation all applicable environmental laws, employment laws, and non-discrimination laws.

(h) Non Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Kronos hereunder shall be non exclusive, and Customer reserves the right to employ other service providers in connection with the project subject to the confidentiality and license restrictions set forth in this Agreement.

(i) 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."

(k) Claims. Any claim by Kronos against Customer hereunder shall be subject to Government Code §§ 800 et seq.

(l) Interpretation. Each party 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.

(m) Authority. Customer 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 Customer. The party signing on behalf of Kronos warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Kronos.

(n) Waiver. The waiver by either party of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

(o) 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.

(p) Severance. The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

(q) Subcontracting and Assignment. Kronos shall not assign or sublet to any other party without the prior written approval of Customer, which approval shall not be unreasonably withheld. In the event that the Customer, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Kronos, Kronos shall provide to the Customer upon request copies of each and every subcontract prior to the execution thereof by Kronos and subcontractor. Any attempt by Kronos to assign any or all of its rights under this Agreement without first obtaining the Customer's prior written consent shall constitute a material default under this Agreement. If there is a transfer of ownership of Kronos or of substantially all the assets of Kronos, Kronos will notify the Customer and Customer may terminate this Agreement immediately by notice for convenience. Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment.

(r) Force Majeure. Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

(s) Notice. All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

(t) Section Heading. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

(u) Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement. This Agreement may be amended or modified only by a subsequent written amendment instrument executed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.

(v) 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.

(w) Exhibits. This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the exhibits hereto are made a part hereof and incorporated herein by reference.

(x) Restriction. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.

21. HOSTING TERMS

The parties agree to include the Cloud Hosting Addendum as Appendix C of this Agreement.





Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824

phone +1 978 250 9800
fax +1 978 367 5900
url www.kronos.com

March 5, 2015

Jesse Reyes
Redondo Beach Police Department
401 Diamond Street
Redondo Beach, CA 90277

Dear Jesse,

Enclosed please find one executed original of the Kronos Sales, Software License and Services Agreement for the City of Redondo Beach.

Please forward a fully executed copy for our files to me at dhenderson@kronos.com.

Regards,

A handwritten signature in cursive script that reads "Debbie Henderson".

Debbie Henderson
Paralegal

Enc.

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
Phone: (978)250-9800

Page: 11 / 21

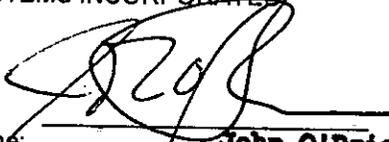
IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17th day of March, 2015.

CITY OF REDONDO BEACH

KRONOS INCORPORATED, A MASSACHUSETTS
CORPORATION DOING BUSINESS AS KRONOS DATA
SYSTEMS INCORPORATED



Mayor

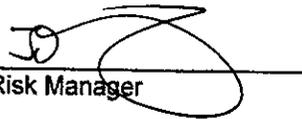

By: _____
Name: **John O'Brien**
Title: **Sr. Vice President, Global Sales**

ATTEST:



City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:



City Attorney's Office

APPENDIX A

INITIAL ORDER FORM(S)

See attached other Kronos Order





ORDER FORM

Quote#: 425271 - 1
Expires: 17-MAR-2018
Prepared By: Lyle, Brenda Green

Order Type: Upgrade US
Date: 17-MAR-2015
Page: 1/2

Bill To: CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH
CA 90277
United States

Ship To: Attn:JESSE MARTINEZ
CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH
CA 90277
United States

Solution ID: 6105654

Contact: Jesse Martinez
Email: jesse.martinez@redondo.org

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:
REDONDO BEACH POLICE

Customer will continue support on the TeleStaff Web Access v2 - TSG Hosted and TeleStaff Auction V2 products. Customer may renew or terminate the TeleStaff Web Access v2 - TSG Hosted and TeleStaff Auction V2 product's support services in accordance with the terms of the Agreement.

The maintenance fees set forth on this Order Form are incremental to Customer's annual fees and coincide with the additional licensed capacity and/or additional modules being licensed by Customer under this Order Form. Unless expressly indicated as an Extended Warranty, there are no periods of maintenance being provided at no-charge.

The Professional Services contained herein shall be provided on a Fixed Fee basis in accordance with Section 2.3 of the Statement of Work and Section 13 (b) i. of Agreement executed concurrently with this order.

The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TELESTAFF ENTERPRISE V4	240	
WORKFORCE TELESTAFF GLOBAL ACCESS V4	240	
WORKFORCE TELESTAFF GATEWAY MANAGER V4	1	
WORKFORCE TELESTAFF CONTACT MANAGER V4	240	
	Total Price	\$3,660.00

*Includes applicable software media

SUPPORT SERVICES

Item	Duration	Total Price
PLATINUM SUPPORT SERVICE	1 YR	\$915.00
	Total Price	\$915.00

*Support values listed above are total for all applicable products in each section of this Order Form

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 **C-1503-033** www.kronos.com





Quote#: 425271 - 1

Page: 2/2

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
PROFESSIONAL SERVICES - ADDON ADVANCED CONFIGURATION TELESTAFF	56 Hours	\$180.00	\$10,080.00
Solution Consultant	56 Hours	\$180.00	
PROFESSIONAL SERVICES - TECHNICAL SERVICES TELESTAFF	20 Hours	\$180.00	\$3,600.00
Technology Consultant	20 Hours	\$180.00	
		Total Price	\$13,680.00

QUOTE SUMMARY

Description	Total Price
Subtotal	\$18,255.00
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$18,255.00

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 **C-1509-033** www.kronos.com





ORDER FORM

Order Type: Upgrade US
Date: 17-MAR-2015
Page: 1/2

Quote#: 426210 - 1
Expires: 17-MAR-2018
Prepared By: Lyle, Brenda Green

Bill To: CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH
CA 90277
United States

Ship To: Attn: JESSE MARTINEZ
CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH
CA 90277
United States

Solution ID: 6105654

Contact: Jesse Martinez
Email: jesse.martinez@redondo.org

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:
REDONDO BEACH POLICE

Notwithstanding the item description stating "PER MONTH" and "PER EMPLOYEE PER MONTH," the actual monthly cloud hosting fees for the license count and service type are as follows:

1. The CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE BASE FEE PER MONTH is \$1,250.00 per month
 2. The CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE PER EMPLOYEE PER MONTH is \$120.00 per month
- The hosting fees will be invoiced in accordance with the Agreement

Item	Quantity	Total Price
CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE BASE FEE PER MONTH	36	\$45,000.00
CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE PER EMPLOYEE PER MONTH	36	\$4,320.00
	Total Price	\$49,320.00

QUOTE SUMMARY

Description	Total Price
Subtotal	\$49,320.00
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$49,320.00







ORDER FORM

Quote#: 458493 - 1
Expires: 17-MAR-2018
Prepared By: Lyle, Brenda Green

Order Type: Upgrade US
Date: 17-MAR-2015
Page: 1/2

Bill To: CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH
CA 90277
United States

Ship To: Attn:KEVIN COFFELT
CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH
CA 90277
United States

Solution ID: 6105652

Contact: Kevin Coffelt
Email: kevin.coffelt@redondo.org

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:
REDONDO BEACH FIRE

Customer will continue support on TeleStaff Web Access v2 - TSG Hosted product. Customer may renew or terminate the TeleStaff Web Access v2 - TSG Hosted product's support services in accordance with the terms of the Agreement.

The maintenance fees set forth on this Order Form are incremental to Customer's annual fees and coincide with the additional licensed capacity and/or additional modules being licensed by Customer under this Order Form. Unless expressly indicated as an Extended Warranty, there are no periods of maintenance being provided at no-charge.

The Professional Services contained herein shall be provided on a Fixed Fee basis in accordance with Section 2.3 of the Statement of Work and Section 13 (b) i. of Agreement executed concurrently with this order.

The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TELESTAFF ENTERPRISE V4	100	
WORKFORCE TELESTAFF GLOBAL ACCESS V4	100	
WORKFORCE TELESTAFF GATEWAY MANAGER V4	1	
WORKFORCE TELESTAFF CONTACT MANAGER V4	100	
	Total Price	\$1,525.00

*Includes applicable software media

SUPPORT SERVICES

Item	Duration	Total Price
PLATINUM SUPPORT SERVICE	1 YR	\$381.25
	Total Price	\$381.25

*Support values listed above are total for all applicable products in each section of this Order Form

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com C-1503-033



PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
PROFESSIONAL SERVICES - BASE DEPLOYMENT TELESTAFF	56 Hours	\$180.00	\$10,080.00
Solution Consultant	56 Hours	\$180.00	
PROFESSIONAL SERVICES - TECHNICAL SERVICES TELESTAFF	24 Hours	\$180.00	\$4,320.00
Technology Consultant	24 Hours	\$180.00	
		Total Price	\$14,400.00

QUOTE SUMMARY

Description	Total Price
Subtotal	\$16,306.25
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$16,306.25





ORDER FORM

Quote#: 458494 - 1
Expires: 17-MAR-2018
Prepared By: Lyle, Brenda Green

Order Type: Upgrade US
Date: 17-MAR-2015
Page: 1/2

Bill To: CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH
CA 90277
United States

Ship To: Attn:KEVIN COFFELT
CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH
CA 90277
United States

Solution ID: 6105652

Contact: Kevin Coffelt
Email: kevin.coffelt@redondo.org

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:
REDONDO BEACH FIRE

Notwithstanding the item description stating "PER MONTH" and "PER EMPLOYEE PER MONTH," the actual monthly cloud hosting fees for the license count and service type are as follows:

1. The CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE BASE FEE PER MONTH is \$1,250.00 per month
 2. The CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE PER EMPLOYEE PER MONTH is \$50.00 per month
- The hosting fees will be invoiced in accordance with the Agreement.

Item	Quantity	Total Price
CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE BASE FEE PER MONTH	36	\$45,000.00
CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE PER EMPLOYEE PER MONTH	36	\$1,800.00
	Total Price	\$46,800.00

QUOTE SUMMARY

Description	Total Price
Subtotal	\$46,800.00
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$46,800.00



APPENDIX B

STATEMENT OF WORK

SEE ATTACHED STATEMENT OF WORK.



Services Scope Statement

City of Redondo Beach - 6105654

Police Department

TeleStaff SQL Migration & Host in the Kronos Private Cloud

Sales Executive	Brenda Lyle	Presales Consultant	
Expiration Date	3/17/2018	Service Portfolio Consultant	Howard Stohlman
Customer Name	City of Redondo Beach	File Name Control ID	2014-10513
SSS Create Date	3/17/2015	Revision #	13
Project Type	Upgrade with Add-on	Status	Approved

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CONFIDENTIAL - Not to be disclosed to third parties without specific written consent from Kronos.

C-1503-033





1. PROJECT SCOPE

This Services Scope Statement (also known as the "SSS") documents the agreement between Kronos Incorporated and City of Redondo Beach concerning the services to be performed by Kronos, including the deliverables, the costs of the project, the responsibility of each party and how the project will be managed.

1.1. PROJECT OVERVIEW

This project contains two distinct deliverables:

1. Successful Migration of City of Redondo Beach Police Department's TeleStaff database to MS SQL.
2. Successfully implement and utilize the following products and modules in the Kronos Cloud:
 1. Workforce TeleStaff Enterprise
 2. Workforce TeleStaff Global Access
 3. Workforce TeleStaff Bidding
 4. Workforce TeleStaff Contact Manager
 5. Workforce TeleStaff Gateway Manager

1.2. PRODUCT SUMMARY

The following products are considered in scope for the services and fees defined within this document, unless otherwise noted below. Additional products and/or licenses may incur additional fees.

Product	Implementation Type	Version	Licenses Owned	Licenses Hosted
Workforce TeleStaff Enterprise	New	4.x	240	240
Workforce TeleStaff Global Access	New	4.x	240	240
Workforce TeleStaff Bidding	New	4.x	240	240
Workforce TeleStaff Contact Manager	New	4.x	240	240
Workforce TeleStaff Gateway Manager	New	4.x	1	1

1.3. PROJECT ASSUMPTIONS

1. City of Redondo Beach Police Department will upgrade to v2.9 prior to database migration to MS SQL.
2. City of Redondo Beach Police Department migrates to MS SQL prior to moving to the Kronos Private Cloud.



2. PROJECT GUIDELINES

2.1. CHANGE CONTROL

If the Scope of Services defined in this document changes at any time during the course of this project, Kronos and City of Redondo Beach will review and adjust the scope and budget of services through standard Kronos change control procedures.

Please review the Kronos Change Control Policy:

<http://www.kronos.com/professionalservicesengagementpolicies.aspx>

2.2. CUSTOMER APPROVAL OF SERVICE DELIVERABLES

As part of the project, service deliverables may be provided to City of Redondo Beach for approval and/or acceptance. Delays in customer approval/acceptance of deliverables will result in an extension of the project timeline and may result in additional services being required. To avoid project delays and increased costs, City of Redondo Beach should expect to approve/accept deliverables or provide written notification of errors to Kronos within five (5) business days after receipt of the deliverable. Following the receipt of a revised deliverable, City of Redondo Beach will then have an additional ten (10) business days to report that all errors have been resolved and provide deliverable acceptance.

2.3. FIXED FEE GUIDELINES

For the services set forth in this Services Scope Statement (and on the corresponding Order Form for such services), Kronos agrees to complete the services described herein for the fixed fee set forth herein, unless additional hours are required to complete such services due to a material change in the scope of the project, City of Redondo Beach's delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into this SSS. Any such additional hours shall be agreed upon by the parties pursuant to the Change Order process described in the SSS and the fixed fee amount described herein shall be amended as provided in such Change Order. If Kronos has not invoiced for the entire fixed fee amount as set forth in this SSS (and any Change Orders, if applicable) upon completion of the services, Kronos will invoice City of Redondo Beach for any remaining fees up to the fixed fee amount and City of Redondo Beach shall pay such fees upon the payment terms agreed upon by the parties.



3. KRONOS UPGRADE PROCESS

3.1. UPGRADE PHASES AND ACTIVITIES

Below is a high-level summary of general upgrade phases and activities, including Kronos and City of Redondo Beach responsibilities. The Kronos and City of Redondo Beach Project Managers will work to coordinate and schedule these and any additional project-specific activities as part of the Plan phase of the project.

Plan Phase Activities	Resources Responsible
Project Initiation Call/ Sales to Service Call	Kronos PM, Cloud Build Manager
Introduction Call with the Customer	Kronos PM, Kronos Lead TC, Customer, Cloud Build Manager
Technical Environment Discover (part of Intro Call)	Kronos PM, Kronos Lead TC, Cloud Build Manager
Provide Technical Readiness Call Agenda and Finalize Date	Kronos PM
Provide Interface Assessment Agenda and Finalize Date	Kronos PM
Provide KnowledgePass™ Upgrade Learning Path	Kronos PM
Engage Education Services for End User Upgrade Education Package	Kronos PM
Review Training Schedule based on Classes outlined in SOW (if applicable)	Kronos PM
Create Initial Project Schedule	Kronos PM
Milestone: Customer Assessment Readiness	

Assess Phase Activities	Resources Responsible
Server environment available and Pre-Requisites have been installed	Cloud Build Manager
Schedule Technical Readiness Call with Lead TC	Kronos PM
Schedule Interface Assessment with Interface AC	Kronos PM
Conduct Technical Readiness Call with Customer <ul style="list-style-type: none"> • Discuss Test Upgrade Date • Verify Software Downloads • Verify Licenses 	Kronos Lead TC, Customer, Cloud Build Manager
Conduct System Check (may be part of TRC)	Lead TC, Customer, Cloud Build Manager

Assess Phase Activities	Resources Responsible
Conduct Interface Assessment	Kronos IC, Customer
Confirm Test Upgrade Date	Kronos PM, Customer PM
Review Project Schedule (and Training Plan, if applicable)	Kronos PM, Customer PM
Enroll Customer in Courses based on agreed-upon Training Plan	Kronos PM
Assessment of New Features (if applicable)	Kronos AC

Solution Build Phase Activities	Resources Responsible
Perform Test Upgrade	Kronos TC
Test Clock Communications	Kronos TC
AC Configuration Test Upgrade <ul style="list-style-type: none"> Implement new features, if applicable Configuration of Clocks and Testing Configuration of Standard Navigators, if applicable Validation of Test Upgrade 	Kronos AC
Interface Test Upgrade <ul style="list-style-type: none"> Upgrade and deploy interfaces 	Kronos IC
Kronos Unit Testing	Kronos Team
Attend Training Courses based on agreed-upon Training Plan	Customer Testing Team
Review Project Schedule	Kronos PM

Test and Certify Phase Activities	Resources Responsible
Test Workshop & System Overview <ul style="list-style-type: none"> Review New Features (ex. Navigator) Review Testing Checklist 	Kronos AC, Customer
Validate Test Clock with Upgraded System	Customer, Kronos AC
Customer Validation	Customer
Interface Testing Workshop	Kronos IC, Customer
Kronos Unit Testing	Kronos Team
Attend Training Courses based on agreed-upon Training Plan	Customer Testing Team
Review Project Schedule	Kronos PM
Milestone: Solution Acceptance	

Deploy and Support Phase Activities	Resources Responsible
Deployment Readiness <ul style="list-style-type: none"> Internal Project Team Go-Live Prep Call Go-Live Readiness Call / Review Deployment Checklist 	Customer, Kronos Team
Perform Production Upgrade	Kronos TC
Post-Upgrade Validation	Kronos AC, Kronos IC
Customer Validation	Customer
Go-Live Support <ul style="list-style-type: none"> Payroll Processing Support 	Kronos Team
Transition / Project Close	Kronos PM, Customer
<i>Milestone: Production</i>	

4. PROJECT SCOPE DETAIL

4.1. APPLICATION BUILDING BLOCKS

Technology Factors	
Total number of environments	2
The database platform will be	SQL Server

Workforce TeleStaff Enterprise	
This product will be implemented in phase	1
Number of Employees within Scope	240

TeleStaff Enterprise Professional Services Scope
• 1 Database Conversion includes: TeleStaff version upgrade; Database migration/mapping; Post-migration unit testing.

5. CLOUD SERVICES

City of Redondo Beach has selected the Cloud Services identified in this section.

Cloud Customer Contact Information

Contact Name	To Be Determined	
Contact Phone Numbers		
Contact E-Mail		

Total Cloud Hosting Fees

Monthly Service Fees	Part Number	Unit of Measure	Initial Term	Current Monthly Fee	Fees (Added with this SSS)	Total Monthly Fees
CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE BASE FEE PER MONTH	HOSTING-117	EA	36	\$0.00	\$1,250.00	\$1,250.00
CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE PER EMPLOYEE PER MONTH	HOSTING-118	EA	36	\$0.00	\$120.00	\$120.00
Total Monthly Service Fees:					\$1,370.00	\$1,370.00

5.1. CLOUD HOSTING SERVICES

<i>Datacenter</i>	KPC
<i>Hosted Environments:</i> Standard Production and Development (non-Production) environment	Included
<i>Additional Environments Included</i>	None
<i>Application Connectivity Mode:</i> SSL Firewall / Secure Open Internet Customer portal is provided and supported by Kronos facilitating secure authenticated access to customer	Included

applications. Portal access authorization is governed by customer requirements and is implemented by Kronos. Cooperative efforts with customer IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for customer Internet connection or ISP relationships.	
<i>Backup Services:</i> Customer data is backed up daily. Daily backups are incremental, with one (1) full backup (includes configurations and history) performed every 7 days. All database backups are replicated via encrypted SSL sessions to an offsite Kronos managed hosted environment for storage. Backups are retained for the prior 28 days.	Included
<i>Restore Services:</i> Restoration of Customer's Production database to one non-Production environment shall be performed upon Customer request up to one time per week at no charge. More frequent restores or restores to additional non-Production environments shall require a time and materials fee.	Included
<i>SFTP Accounts</i>	2 Included
<i>Operating System and Database Management:</i> Execution of maintenance scripts, such as updating statistics, free space, indexes and database checks is included. Kronos shall apply all critical security patches, service packs and hot-fixes necessary to maintain the uptime and performance of the servers and applications throughout the life of the hosted solution	Included
<i>Server Maintenance:</i> Repair and replacement of defective or failed hardware and the installation of hardware upgrades.	Included
<i>Kronos Application Upgrade Services:</i> Services to apply Kronos application technical version upgrades, updates, Service Packs, and legislative updates (if applicable).	Included
<i>Languages</i> Note that multi-language support may require additional infrastructure and fees.	English Only

5.2. CLOUD HOSTED TECHNICAL UPGRADE

City of Redondo Beach understands and agrees that they must remain current on Software Support Maintenance for the term of their Hosting Service to allow for Upgrade Services to be delivered. City of Redondo Beach further understands that maintenance fees are not included in hosting Service Fees. The Cloud Hosting Service includes services for Kronos to execute tasks to successfully apply upgrades and updates to City of Redondo Beach's Kronos applications in one (1) Development (non-Prod) and one (1) Production environment. Updates will be applied to existing non-Prod and Prod environments. Services are limited to those tasks which apply Kronos software updates to the applications and to City of Redondo Beach's standard Workforce Integration Manager interfaces. City of Redondo Beach agrees to receive updates automatically as part of the Service. Kronos will work with customer to define a schedule for updates based on Kronos preference or City of Redondo Beach request.

The table below reflects the upgrade tasks.



Project Management		Not Included
Planning Phase		
Define the project scope		Included
Technical readiness & architecture review - Hosted Environment		Included
Assessment Phase		
Interface upgrade assessment		Included
Assessment of Customs and Custom Reports		Not Included
Solution Upgrade / Build Phase		
One (1) restore of Production database to Development environment Additional restores, if requested, shall incur a Time and materials fee.		Included
Upgrade one (1) existing Development (non-Production) and one (1) Production environments to new version		Included
Convert Workforce Integration Manager (WIM) interfaces to new version in one (1) Development and one (1) Production environment. Note that reconfiguration and reprogramming of interfaces is not included. Non-WIM interfaces are not in scope.		Included
Upgrade non_WIM interfaces in Development and Production environments		Not Included
Upgrade of customs and custom reports		Not Included
Configuration of new features or functionality		Not Included
Test & Certify Phase		
System test upgraded environment		Included
User acceptance testing (UAT) of upgraded environments, interfaces, custom reports, new features, etc.		Not included
Sign-off on Upgraded Development and Production Environments		Customer

Note that new feature configuration, Project Management services, Educational Services and Training are not included as part of Upgrade Services, but may be purchased independently, is desired.



6. PROJECT COSTS AND RATE SCHEDULES

Quoted in USD

6.1. PROFESSIONAL SERVICES LISTED HEREIN SHALL BE INVOICED AT EXECUTION OF THIS QUOTE

Role	Quantity	Unit of Measure	Part Number	Rate	Total
Solution Consultant	56	HR	9990059-PRO	\$180.00	\$10,080.00
Technology Consultant	20	HR	9990079-PRO	\$180.00	\$3,600.00
Totals:	76				\$13,680.00

6.2. CLOUD HOSTING MONTHLY SERVICE FEES – INVOICED ANNUALLY

Cloud Hosting Monthly Fees	Part Number	Unit	Initial Term	Amount
CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE BASE FEE PER MONTH	HOSTING-117	Month	36	\$1,250.00
CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE PER EMPLOYEE PER MONTH	HOSTING-118	Month	36	\$120.00
Total Cloud Monthly Service Fees:				\$1,370.00
Cloud Annual Service Fees:				\$16,440.00



APPENDIX A

1.1. ENGAGEMENT GUIDELINES

Please review the Kronos engagement guidelines:

<http://www.kronos.com/professionalservicesengagementpolicies.aspx>

1.2. HOSTING GUIDELINES AND ASSUMPTIONS

- Estimated availability of Production server hardware is approximately 45 to 60 days after contract signature.
- Customer must remain current on Software and Terminal maintenance for the volume of licenses and/or terminals included within the scope of this Service
- One (1) VPN connection shall be made available at no charge, should VPN connectivity be required for any reason. Additional VPN connections are available, if requested, and shall incur additional fees. No more than 3 VPN connections to the Kronos Private Cloud are permitted.
- Should VPN connectivity be required, the Customer shall supply their own VPN hardware capable of establishing an IPSEC tunnel to the Hosting site over the open Internet. Kronos will work with customer Network Engineers to bring up the VPN connection. The customer is responsible for the management of the VPN device on their side, their local Internet connection, as well as the configuration of the tunnel. It is the customer's responsibility to report tunnel connectivity issues, should they occur. Customer understands that they must have the resource knowledge to install and support the customer side of a VPN tunnel.
- In cases where Network Address Translation is required for terminals, the customer is responsible for applying the translations on their network.
- Kronos related Internet traffic cannot be filtered by proxy or caching devices on the client network. Exclusions must be added for the fully qualified domain names and public IP addresses assigned to the environments.
- Custom Reports for Workforce Central are created using Microsoft Visual Studio. A basic version of Visual Studio is included with your installation and will be made available to the customer in their Development environment.
- Customer reports for Workforce HR and Payroll are created with Crystal Reports designer. Should customer require that Crystal be installed in their Development environment additional fees shall apply.
- Transparent Data Encryption is not supported.
- Modem clocks not supported.
- Retention policies must be configured in the application(s). Setting retention policies will ensure that unnecessary system data (i.e. temp files, deleted records, empty rows, etc) is routinely purged from the system and will help in managing database growth.

- Pricing set forth in this document includes sizing considerations based on a 3 year growth projection of the Production database environment. After 3 years an archiving strategy may be reviewed with the Customer.
- *Workforce Record Manager* (if included) – Hosting of Workforce Record Manager requires that an archiving server is included in Customer's solution. When Workforce Record Manager is hosted it may only be used for archiving purposes. Setup Data Manager only supports import and export of configuration via XML files between production environment and development environment, a direct connection between environments is not supported. Customer should open a ticket with Kronos Global Support to request migrations when necessary. Customer is allowed one ticket per month at no charge to request migration of changes. Additional requests for configuration and/or interface migrations between customer environments shall incur a time and materials fee.
- *Workforce Analytics* (if included) – Customer environment shall be designed to support up to 20% of the total licensed users concurrently. Additional concurrent users may require additional infrastructure and associated fees to support.
- The Cloud environment(s) will be sized based upon Kronos Best Practices and the scope of the project, as defined in the Professional Services Statement of Work or Services Scope Statement. Frequent execution of resource intensive interfaces and/or specialized use cases may require additional infrastructure to support. Kronos will work with the customer to scope the additional requirements. Should additional infrastructure or services be required, incremental fees shall apply. Incremental infrastructure fees will become effective when such changes are available in Customer's Production environment.
- For security purposes, Customers are restricted from accessing the desktop, file systems, databases and operating system of the hosted servers. Additionally, direct database and ODBC connectivity is not permitted.

1.3. APPLICATION SECURITY IN THE HOSTED ENVIRONMENT

Kronos offers a hosting environment that complements and enhances the ability for Kronos to deliver application services in a secure manner capable of achieving a SSAE 16 SOC 1 and AT101 SOC 2 compliance report. Kronos hosting sites have achieved SSAE 16 SOC 1 and AT101 SOC 2 compliance.

Each customer environment is hosted in a segregated VLAN. Traffic to the VLANs is regulated via redundant, next generation firewalls that limit access to authorized management and customer traffic.

Customer Access

Customers will access the Kronos web application via encrypted SSL sessions in the hosted environment. The application provides the customer with the ability to configure application security and logical access per customer's business process. In the event the Customer identifies an issue related to the security, availability or confidentiality of the data or system, the Customer will notify Kronos by contacting the Cloud Customer Manager.

Customer may require file transfers to populate or extract Kronos application data. This shall be accomplished using SFTP to send or retrieve files from the customer's application server. Kronos utilizes a commercial SFTP solution that runs over SSH and that enforces a Public/Private Key Exchange to authenticate the end point and encrypt the data over the wire. In addition, each customer has a unique named user account and associated password. This provides access to allowed endpoints, end point authentication, user authentication, and a private key to encrypt the data. Customer must provide all keys, if keys will be used. SFTP data access cannot be restricted based on IP address.



Kronos Management Access

Management access to the hosted environment is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to segregate appropriate logical access to the environment to achieve a SOC 2 compliance standard.

A centralized secure file transfer solution facilitates data transfers between the customer and their hosted environment. This solution provides for an encrypted transmission and logging of all files transferred into or out of a customer environment.

Kronos performs continuous monitoring in the hosted environment to achieve the SSAE 16 SOC 1 and AT101 SOC 2 compliance standards. This includes performance, availability and security monitoring.





Services Scope Statement

City of Redondo Beach - 6105652

Fire Department

TeleStaff SQL Migration & Host in the Kronos Private Cloud

Sales Executive	Brenda Lyle	Presales Consultant	
Expiration Date	3/17/2018	Service Portfolio Consultant	Howard Stohlman
Customer Name	City of Redondo Beach	File Name Control ID	2014-10491
SSS Create Date	3/17/2015	Revision #	11
Project Type	Upgrade with Add-on	Status	Approved

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C-1503-033





1. PROJECT SCOPE

This Services Scope Statement (also known as the "SSS") documents the agreement between Kronos Incorporated and City of Redondo Beach concerning the services to be performed by Kronos, including the deliverables, the costs of the project, the responsibility of each party and how the project will be managed.

1.1. PROJECT OVERVIEW

This project contains two distinct deliverables:

1. Successful migration of City of Redondo Beach Fire Department's TeleStaff database to MS SQL.
2. Successfully implement and utilize the following products and modules in the Kronos Cloud:
 1. Workforce TeleStaff Enterprise
 2. Workforce TeleStaff Global Access
 3. Workforce TeleStaff Contact Manager
 3. Workforce TeleStaff Gateway Manager

1.2. PRODUCT SUMMARY

The following products are considered in scope for the services and fees defined within this document, unless otherwise noted below. Additional products and/or licenses may incur additional fees.

Product	Implementation Type	Version	Licenses Owned	Licenses Hosted
Workforce TeleStaff Enterprise	New	4.x	100	100
Workforce TeleStaff Global Access	New	4.x	100	100
Workforce TeleStaff Contact Manager	New	4.x	100	100
Workforce TeleStaff Gateway Manager	New	4.x	1	1

1.3. PROJECT ASSUMPTIONS

1. City of Redondo Beach Fire Department will upgrade to v2.9 prior to database migration to MS SQL.
2. City of Redondo Beach Fire Department migrates to MS SQL prior to moving to the Kronos Private Cloud.





2. PROJECT GUIDELINES

2.1. CHANGE CONTROL

If the Scope of Services defined in this document changes at any time during the course of this project, Kronos and City of Redondo Beach will review and adjust the scope and budget of services through standard Kronos change control procedures.

Please review the Kronos Change Control Policy:

<http://www.kronos.com/professionalservicesengagementpolicies.aspx>

2.2. CUSTOMER APPROVAL OF SERVICE DELIVERABLES

As part of the project, service deliverables may be provided to City of Redondo Beach for approval and/or acceptance. Delays in customer approval/acceptance of deliverables will result in an extension of the project timeline and may result in additional services being required. To avoid project delays and increased costs, City of Redondo Beach should expect to approve/accept deliverables or provide written notification of errors to Kronos within five (5) business days after receipt of the deliverable. Following the receipt of a revised deliverable, City of Redondo Beach will then have an additional ten (10) business days to report that all errors have been resolved and provide deliverable acceptance.

2.3. FIXED FEE GUIDELINES

For the services set forth in this Services Scope Statement (and on the corresponding Order Form for such services), Kronos agrees to complete the services described herein for the fixed fee set forth herein, unless additional hours are required to complete such services due to a material change in the scope of the project, City of Redondo Beach's delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into this SSS. Any such additional hours shall be agreed upon by the parties pursuant to the Change Order process described in the SSS and the fixed fee amount described herein shall be amended as provided in such Change Order. If Kronos has not invoiced for the entire fixed fee amount as set forth in this SSS (and any Change Orders, if applicable) upon completion of the services, Kronos will invoice City of Redondo Beach for any remaining fees up to the fixed fee amount and City of Redondo Beach shall pay such fees upon the payment terms agreed upon by the parties.



3. KRONOS UPGRADE PROCESS

3.1. UPGRADE PHASES AND ACTIVITIES

Below is a high-level summary of general upgrade phases and activities, including Kronos and City of Redondo Beach responsibilities. The Kronos and City of Redondo Beach Project Managers will work to coordinate and schedule these and any additional project-specific activities as part of the Plan phase of the project.

Plan Phase Activities	Resources Responsible
Project Initiation Call/ Sales to Service Call	Kronos PM, Cloud Build Manager
Introduction Call with the Customer	Kronos PM, Kronos Lead TC, Customer, Cloud Build Manager
Technical Environment Discover (part of Intro Call)	Kronos PM, Kronos Lead TC, Cloud Build Manager
Provide Technical Readiness Call Agenda and Finalize Date	Kronos PM
Provide Interface Assessment Agenda and Finalize Date	Kronos PM
Provide KnowledgePass™ Upgrade Learning Path	Kronos PM
Engage Education Services for End User Upgrade Education Package	Kronos PM
Review Training Schedule based on Classes outlined in SOW (if applicable)	Kronos PM
Create Initial Project Schedule	Kronos PM
Milestone: Customer Assessment Readiness	

Assess Phase Activities	Resources Responsible
Server environment available and Pre-Requisites have been installed	Cloud Build Manager
Schedule Technical Readiness Call with Lead TC	Kronos PM
Schedule Interface Assessment with Interface AC	Kronos PM
Conduct Technical Readiness Call with Customer <ul style="list-style-type: none"> • Discuss Test Upgrade Date • Verify Software Downloads • Verify Licenses 	Kronos Lead TC, Customer, Cloud Build Manager
Conduct System Check (may be part of TRC)	Lead TC, Customer, Cloud Build Manager

Assess Phase Activities	Resources Responsible
Conduct Interface Assessment	Kronos IC, Customer
Confirm Test Upgrade Date	Kronos PM, Customer PM
Review Project Schedule (and Training Plan, if applicable)	Kronos PM, Customer PM
Enroll Customer in Courses based on agreed-upon Training Plan	Kronos PM
Assessment of New Features (if applicable)	Kronos AC

Solution Build Phase Activities	Resources Responsible
Perform Test Upgrade	Kronos TC
Test Clock Communications	Kronos TC
AC Configuration Test Upgrade <ul style="list-style-type: none"> Implement new features, if applicable Configuration of Clocks and Testing Configuration of Standard Navigators, if applicable Validation of Test Upgrade 	Kronos AC
Interface Test Upgrade <ul style="list-style-type: none"> Upgrade and deploy interfaces 	Kronos IC
Kronos Unit Testing	Kronos Team
Attend Training Courses based on agreed-upon Training Plan	Customer Testing Team
Review Project Schedule	Kronos PM

Test and Certify Phase Activities	Resources Responsible
Test Workshop & System Overview <ul style="list-style-type: none"> Review New Features (ex. Navigator) Review Testing Checklist 	Kronos AC, Customer
Validate Test Clock with Upgraded System	Customer, Kronos AC
Customer Validation	Customer
Interface Testing Workshop	Kronos IC, Customer
Kronos Unit Testing	Kronos Team
Attend Training Courses based on agreed-upon Training Plan	Customer Testing Team
Review Project Schedule	Kronos PM
Milestone: Solution Acceptance	



Deploy and Support Phase Activities	Resources Responsible
Deployment Readiness <ul style="list-style-type: none"> Internal Project Team Go-Live Prep Call Go-Live Readiness Call / Review Deployment Checklist 	Customer, Kronos Team
Perform Production Upgrade	Kronos TC
Post-Upgrade Validation	Kronos AC, Kronos IC
Customer Validation	Customer
Go-Live Support <ul style="list-style-type: none"> Payroll Processing Support 	Kronos Team
Transition / Project Close	Kronos PM, Customer
<i>Milestone: Production</i>	

4. PROJECT SCOPE DETAIL

4.1. APPLICATION BUILDING BLOCKS

Technology Factors	
Total number of environments	2
The database platform will be	SQL Server

Workforce TeleStaff Enterprise	
This product will be implemented in phase	1
Number of Employees within Scope	100

TeleStaff Enterprise Professional Services Scope
• 1 Database Conversion includes: TeleStaff version upgrade; Database migration/mapping; Post-migration unit testing.



5. CLOUD SERVICES

City of Redondo Beach has selected the Cloud Services identified in this section.

Cloud Customer Contact Information

Contact Name	To Be Determined	
Contact Phone Numbers		
Contact E-Mail		

Total Cloud Hosting Fees

Monthly Service Fees	Part Number	Unit of Measure	Initial Term	Current Monthly Fee	Fees (Added with this SSS)	Total Monthly Fees
CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE BASE FEE PER MONTH	HOSTING-117	EA	36	\$0.00	\$1,250.00	\$1,250.00
CLOUD HOSTING WORKFORCE TELESTAFF ENTERPRISE PER EMPLOYEE PER MONTH	HOSTING-118	EA	36	\$0.00	\$50.00	\$50.00
Total Monthly Service Fees:					\$1,300.00	\$1,300.00

5.1. CLOUD HOSTING SERVICES

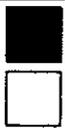
<i>Datacenter</i>	KPC
<i>Hosted Environments:</i> Standard Production and Development (non-Production) environment	Included
<i>Additional Environments Included</i>	None
<i>Application Connectivity Mode:</i> SSL Firewall / Secure Open Internet Customer portal is provided and supported by Kronos facilitating secure authenticated access to customer applications. Portal access authorization is governed by customer requirements and is implemented by Kronos.	Included

Cooperative efforts with customer IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for customer Internet connection or ISP relationships.	
<i>Backup Services:</i> Customer data is backed up daily. Daily backups are incremental, with one (1) full backup (includes configurations and history) performed every 7 days. All database backups are replicated via encrypted SSL sessions to an offsite Kronos managed hosted environment for storage. Backups are retained for the prior 28 days.	Included
<i>Restore Services:</i> Restoration of Customer's Production database to one non-Production environment shall be performed upon Customer request up to one time per week at no charge. More frequent restores or restores to additional non-Production environments shall require a time and materials fee.	Included
<i>SFTP Accounts</i>	2 Included
<i>Operating System and Database Management:</i> Execution of maintenance scripts, such as updating statistics, free space, indexes and database checks is included. Kronos shall apply all critical security patches, service packs and hot-fixes necessary to maintain the uptime and performance of the servers and applications throughout the life of the hosted solution	Included
<i>Server Maintenance:</i> Repair and replacement of defective or failed hardware and the installation of hardware upgrades.	Included
<i>Kronos Application Upgrade Services:</i> Services to apply Kronos application technical version upgrades, updates, Service Packs, and legislative updates (if applicable).	Included
<i>Languages</i> Note that multi-language support may require additional infrastructure and fees.	English Only

5.2. CLOUD HOSTED TECHNICAL UPGRADE

City of Redondo Beach understands and agrees that they must remain current on Software Support Maintenance for the term of their Hosting Service to allow for Upgrade Services to be delivered. City of Redondo Beach further understands that maintenance fees are not included in hosting Service Fees. The Cloud Hosting Service includes services for Kronos to execute tasks to successfully apply upgrades and updates to City of Redondo Beach's Kronos applications in one (1) Development (non-Prod) and one (1) Production environment. Updates will be applied to existing non-Prod and Prod environments. Services are limited to those tasks which apply Kronos software updates to the applications and to City of Redondo Beach's standard Workforce Integration Manager interfaces. City of Redondo Beach agrees to receive updates automatically as part of the Service. Kronos will work with customer to define a schedule for updates based on Kronos preference or City of Redondo Beach request.

The table below reflects the upgrade tasks.



Project Management		Not Included
Planning Phase		
Define the project scope		Included
Technical readiness & architecture review - Hosted Environment		Included
Assessment Phase		
Interface upgrade assessment		Included
Assessment of Customs and Custom Reports		Not Included
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One (1) restore of Production database to Development environment Additional restores, if requested, shall incur a Time and materials fee.		Included
Upgrade one (1) existing Development (non-Production) and one (1) Production environments to new version		Included
Convert Workforce Integration Manager (WIM) interfaces to new version in one (1) Development and one (1) Production environment. Note that reconfiguration and reprogramming of interfaces is not included. Non-WIM interfaces are not in scope.		Included
Upgrade non_WIM interfaces in Development and Production environments		Not Included
Upgrade of customs and custom reports		Not Included
Configuration of new features or functionality		Not Included
Test & Certify Phase		
System test upgraded environment		Included
User acceptance testing (UAT) of upgraded environments, interfaces, custom reports, new features, etc.		Not included
Sign-off on Upgraded Development and Production Environments		Customer

Note that new feature configuration, Project Management services, Educational Services and Training are not included as part of Upgrade Services, but may be purchased independently, is desired.





6. PROJECT COSTS AND RATE SCHEDULES

Quoted in USD

6.1. PROFESSIONAL SERVICES LISTED HEREIN SHALL BE INVOICED AT EXECUTION OF THIS QUOTE

Role	Quantity	Unit of Measure	Part Number	Rate	Total
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Total Cloud Monthly Service Fees:				\$1,300.00
Cloud Annual Service Fees:				\$15,600.00



APPENDIX A

1.1. ENGAGEMENT GUIDELINES

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- The Cloud environment(s) will be sized based upon Kronos Best Practices and the scope of the project, as defined in the Professional Services Statement of Work or Services Scope Statement. Frequent execution of resource intensive interfaces and/or specialized use cases may require additional infrastructure to support. Kronos will work with the customer to scope the additional requirements. Should additional infrastructure or services be required, incremental fees shall apply. Incremental infrastructure fees will become effective when such changes are available in Customer's Production environment.
- For security purposes, Customers are restricted from accessing the desktop, file systems, databases and operating system of the hosted servers. Additionally, direct database and ODBC connectivity is not permitted.

1.3. APPLICATION SECURITY IN THE HOSTED ENVIRONMENT

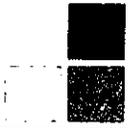
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Each customer environment is hosted in a segregated VLAN. Traffic to the VLANs is regulated via redundant, next generation firewalls that limit access to authorized management and customer traffic.

Customer Access

Customers will access the Kronos web application via encrypted SSL sessions in the hosted environment. The application provides the customer with the ability to configure application security and logical access per customer's business process. In the event the Customer identifies an issue related to the security, availability or confidentiality of the data or system, the Customer will notify Kronos by contacting the Cloud Customer Manager.

Customer may require file transfers to populate or extract Kronos application data. This shall be accomplished using SFTP to send or retrieve files from the customer's application server. Kronos utilizes a commercial SFTP solution that runs over SSH and that enforces a Public/Private Key Exchange to authenticate the end point and encrypt the data over the wire. In addition, each customer has a unique named user account and associated password. This provides access to allowed endpoints, end point authentication, user authentication, and a private key to encrypt the data. Customer must provide all keys, if keys will be used. SFTP data access cannot be restricted based on IP address.



Kronos Management Access

Management access to the hosted environment is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to segregate appropriate logical access to the environment to achieve a SOC 2 compliance standard.

A centralized secure file transfer solution facilitates data transfers between the customer and their hosted environment. This solution provides for an encrypted transmission and logging of all files transferred into or out of a customer environment.

Kronos performs continuous monitoring in the hosted environment to achieve the SSAE 16 SOC 1 and AT101 SOC 2 compliance standards. This includes performance, availability and security monitoring.

APPENDIX C
CLOUD HOSTING ADDENDUM
SUPPLEMENTAL TERMS AND CONDITIONS

This Cloud Hosting Addendum of Supplemental Terms and Conditions (the "Addendum") is made as of the Effective Date set forth below by and between Kronos and City of Redondo Beach ("Customer"). Kronos and Customer are collectively referred to herein as the "Parties", and individually as a "Party."

WHEREAS, Customer has entered into a Sales, Software License and Services Agreement, the Kronos Rental Program, a Master Lease Agreement or other license agreement (the "Agreement") to acquire licenses to certain Kronos software applications, as well as related equipment and support services;

WHEREAS, Customer desires to use those Kronos software applications, related hardware and services in a managed hosted environment in accordance with the Agreement and upon the supplemental terms and conditions herein, and Kronos desires to assist Customer in doing so.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter set forth, the Parties agree as follows:

1. DEFINITIONS

"Application(s)" means those Kronos software applications set forth in the Services Scope Statement or Statement of Work, which are made accessible for Customer to use under the terms of this Addendum.

"Cloud Hosting Program" or "Program" means (i) accessibility to the Applications by means of access to the password protected customer area of the Kronos hosting environment, and (ii) all Hosting Related Services.

"Content" means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Program, including but not limited to information, data (such as payroll data, vacation time, and hours worked), designs, know-how, logos, text, multimedia images (e.g. graphics, audio and video files), compilations, software programs, third party software, applications, or other materials, or any other Customer content shared or processed on equipment under the control of Kronos.

"Hosting Related Services" means certain services set forth in a Services Scope Statement (SSS) or Statement of Work (SOW) containing hosted related services, such as hosting infrastructure, equipment, bandwidth, server monitoring, backup services, reporting services, storage area network (SAN) services, load balancing services, security services, system administration, connectivity services, performance tuning, service pack installation and all professional and/or Cloud Services and maintenance services related to hosting.

"Initial Term" means the initial term of the Program as set forth in the applicable SSS/SOW or Order Form. For the purposes of the initial project, the applicable Initial Term is a 36 months period as set forth in Appendix B.

"Internal Use" means the use of the Program: (i) by Customer's personnel solely for Customer's internal business purposes and (ii) by any authorized employee, agent or contractor of Customer to process information relating to Customer's employees assigned to, or potential employees of, Customer's authorized business unit(s), solely for the internal business purposes of such business unit(s).

"Monthly Service Fee(s)" means the monthly fees described in on the applicable Order Form and described SSS/SOW.

"Order Form" means the order request form supplied by Kronos that lists the fees for the elements of Customer's particular Program. The initial Order Forms are included to this Agreement as an Appendices A and B.

"Personally Identifiable Data" means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

“Production Environment” means a permanent environment established for the daily use and maintenance of the Applications in a live environment throughout the term of a Program.

“Service Description” means the detailed service description (including any supplementary service terms) specified in the SSS/SOW which sets forth the specific Program to be provided to the Customer.

“SLA(s)” means a service level agreement offered by Kronos for the Production Environment and attached to this Addendum as Exhibit A which contains key service level standards and commitments that apply to the Program as detailed in the Service Description.

“SLA Credit” means the credit calculated in accordance with the SLA and offered by Kronos in the event of outages, interruptions or deficiencies in the delivery of the Program that result in a failure to meet the terms of the applicable SLA.

“Supplier” means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Program.

“Temporary Environment” means a transient database environment created to serve limited purposes for a limited time period, and identified in the applicable SSS/SOW as a Temporary Environment.

2. CLOUD HOSTING PROGRAM

The description of the particular Program ordered by the Customer, the Program term, the Monthly Service Fee rates, and other fees, if any, applicable to the Program are described in the applicable SSS/SOW and the Order Form. Kronos will not change the Monthly Service Fee rates it charges for Customer's existing Program, or the SLA, during the Initial Term. Kronos may change such Monthly Service Fee rates or the associated SLA for a renewal term of the particular Program by notifying Customer at least sixty (60) days prior to the expiration of the then current term. SLAs are only available in a Production Environment. Unless the SSS/SOW indicates that the Program is to be implemented in a Temporary Environment, the Program will be deemed to be implemented in a Production Environment.

3. AUTHORIZED USE

Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Program, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Addendum.

4. MAINTENANCE ACCESS

If Kronos, its Suppliers, or the local access provider, as applicable, requires access to Customer sites in order to maintain or repair the Program, Customer shall cooperate in a timely manner and reasonably provide such access and assistance as necessary. As part of Kronos' support services, Kronos will make updates to the Applications available to Customer at no charge as they are released generally to Kronos' customers. Customer agrees to receive those updates automatically as part of the Program. Customer may be required to purchase additional Hosting Related Services to address infrastructure requirements as released by Kronos for a new version of a particular Application.

5. CUSTOMER REPRESENTATIONS AND WARRANTIES; CUSTOMER OBLIGATIONS

5.1 Customer represents and warrants to Kronos that it has the right to publish and disclose Customer's Content in the Program.

5.2 Customer represents and warrants to Kronos that Customer's Content will not: (a) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or (c) be hateful or threatening.

5.3 Customer will, at its own cost and expense, provide all end user equipment, operating systems, and software (including a web browser) not provided by Kronos and needed to access and use the Program. Customer will also provide, at its own cost and expense, all connections from its computer systems to the Program, which shall include all related costs

associated with Customer accessing the Program, unless such connectivity services are purchased from Kronos as indicated on the SSS/SOW and Order Form

5.4 Customer shall not, and shall not permit any person or entity under Customer's direct or indirect control to: (a) recirculate, republish, distribute or otherwise provide access to the Program to any third party; (b) use the Program on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (c) alter, enhance or make derivative works of the Program; (d) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Program or any software components of the Program; (e) use, or allow the use of, the Program in contravention of any applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Program any virus or other code or routine intended to disrupt or damage the Program, alter, damage, delete, retrieve or record information about the Program or its users; or, (g) otherwise act in a fraudulent, malicious or negligent manner when using the Program.

6. CONNECTIVITY AND ACCESS

6.1 Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Customer agrees that Kronos may audit Customer's use of the Services.

7. FEES AND PAYMENT TERMS

7.1 In consideration of the delivery of the Program, Customer shall pay Kronos the Monthly Services Fee as defined in the applicable Order Form. The Monthly Services Fee shall begin to accrue on the date the stated on the Order Form, and shall be invoiced monthly in arrears. Notwithstanding the foregoing, the Monthly Services Fee set forth in Appendices A and B, shall begin to accrue 60 days following the date of signature of this Agreement

7.2 All fees payable hereunder shall be paid in United States Dollars and sent to the attention of Kronos as specified on the invoice. Payment terms shall be net 30 days following receipt of invoice.

7.3 SLA Credits, if any, which are due and owing to a Customer under an SLA for a particular month of the Program shall be paid by Kronos in the month following the month in which the SLA Credits were earned.

8. INDEMNIFICATION

8.1 Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees (collectively, the "**Kronos Indemnified Parties**") harmless, from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that: (a) employment-related claims arising out of Customer's configuration of the Program; (b) Customer's modification or combination of the Program with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim. Notwithstanding the foregoing, the Customer shall not be liable in the event any claim arises from Kronos' negligence or willful misconduct.

8.2 The Kronos Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice

of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

9. SERVICE LEVEL AGREEMENT

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCY OF SERVICE(S) OR FAILURE BY KRONOS TO MEET THE TERMS OF AN APPLICABLE SLA, SHALL BE THE REMEDIES PROVIDED IN THE SLA; PROVIDED THAT ANY REMEDIES OR CREDITS CONTAINED IN THE SLA ARE NOT AVAILABLE FOR OUTAGES, INTERRUPTIONS OR DEFICIENCIES OCCURRING DURING ANY PERIOD IN WHICH CUSTOMER IS IN BREACH OF THIS ADDENDUM OR THE AGREEMENT. KRONOS DISCLAIMS ANY AND ALL OTHER LIABILITIES OR REMEDIES FOR SUCH OUTAGES, INTERRUPTIONS OR DEFICIENCIES OF SERVICES.

10. LIMITATION OF LIABILITY

IN ADDITION TO THE LIMITATIONS SET FORTH IN THE AGREEMENT, EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY AND SERVICE CREDITS, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

11. DATA SECURITY

11.1 As part of the Program, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: <http://www.kronos.com/products/smb-solutions/workforce-central-saas/security-description.aspx>

Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

11.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

11.3 Prior to initiation of the Program and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Program. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

12. TERM AND TERMINATION

12.1 At the expiration of the Initial Term, the applicable Program shall renew for additional subsequent or additional terms on the anniversary date of its commencement date ("Renewal Date") by mutual written agreement of the parties or automatically month to month unless Customer terminate the Agreement for convenience. Kronos may suspend or terminate the Program upon notice in the event of any breach by Customer of this Addendum if such breach is not cured

within ten (10) days of the date of Kronos' written notice. No Program interruption shall be deemed to have occurred during, and no Program credits shall be owed for, any authorized suspension of the Program.

12.2 Customer may terminate the Program by written notice at any time during the term of the Addendum if Kronos materially breaches any provision of this Addendum, and such default is not cured within thirty (30) days after receipt of written notice from Customer. In the event of such termination by Customer, Customer shall pay Kronos within thirty (60) days all fees then due and owing for the Program prior to the date of termination.

12.3 Customer may terminate the Program for convenience on no less than ninety (90) days prior written notice to Kronos.

12.4 In the event of termination of the Program by Customer for convenience or by Kronos for cause during the Initial Term, Customer will pay to Kronos any out of pocket expenses incurred by Kronos in terminating the Program plus an early termination fee based on the following calculation: one (1) month of the then-current Monthly Services Fees for every twelve (12) month period (or portion thereof) remaining in the Initial Term. By way of example only, if Customer terminates the Program for convenience with fifteen (15) months remaining in the Initial Term, Customer will be responsible to pay Kronos two (2) months of the then-current Monthly Services Fees. Notwithstanding the foregoing, Kronos agrees that during the Initial Term, in the event of a termination 90 days after the Monthly Services Fees billing commencement, the Customer shall not be responsible for an early termination fee.

12.5 At no cost to Customer, Kronos shall upon (i) request by Customer at any time and (ii) the cessation of the Program, promptly return to Customer, in the format and on the media in use as of the date of the request, Customer's Content.

**EXHIBIT A
 SERVICE LEVEL AGREEMENT (SLA)**

Service Level Agreement: The Services, in a production environment and as described in the Statement of Work, are provided with the service levels described herein. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of Kronos' Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Customer in Customer's production environment hosted by Kronos and end when Kronos has restored availability of the Services. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Customer's monthly invoice for the affected month
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events as described in the Agreement; (d) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (e) any suspension of the Services in accordance with the terms of the Agreement; (f) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the product documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when necessary. During these Maintenance Periods, the Services are available to Kronos to perform periodic maintenance services, which include vital software updates. Kronos will use its commercially reasonable efforts during the Maintenance Period to make the Services available to Customer; however, some changes will require downtime. Kronos will provide notice for planned downtime via an email notice to the primary Customer contact at least one day in advance of any known downtime so planning can be facilitated by Customer.

Currently scheduled Maintenance Periods for the Services are:

- Monday through Friday 04:00 am – 06:00 am (U.S. eastern time)
- Saturday and Sunday 12:00 am – 06:00 am (U.S. eastern time)

Maintenance Periods include those maintenance periods mutually agreed upon by Customer and Kronos.



"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Limitations: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event. If Kronos does not provide the appropriate Service Credit as due hereunder, Customer must request the Service Credit within sixty (60) calendar days of the conclusion of the month in which the Service Credit accrues. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Customer can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Customer acknowledges that Kronos manages its network traffic in part on the basis of Customer's utilization of the Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

APPENDIX D
KRONOS ACORD CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2014

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

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

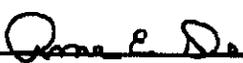
PRODUCER HUB International New England 299 Ballardvale St Wilmington, MA 01867 978 657-5100	CONTACT NAME: PHONE (A/C, No, Ext): 978 657-5100 FAX (A/C, No): 978-988-0038	
	E-MAIL ADDRESS:	
INSURED Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: Charter Oak Ins. Co. 25615	
	INSURER B: Travelers Property Casualty Co 25674	
	INSURER C: Travelers Indemnity Company 25658	
	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 SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		6300299P992	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					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
						\$
C	AUTOMOBILE LIABILITY		BA0292P23514	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	UMBRELLA LIAB		CUP0299P992	10/01/2014	10/01/2015	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$5,000,000
	DED RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB3C18389714 All other States UB3C18507914 California	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N				N/A
						E.L. DISEASE - EA EMPLOYEE \$500,000
						E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER Evidence of Coverage	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 



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International New England		License # 1780862	NAMED INSURED Kronos Incorporated 900 Chelmsford Street Lowell, MA 01851
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

19-20 WC

19-20 Employers Liability (cont'd):

Travelers Indemnity Company

Policy# UB0P45458A19I3G- All States (except CA, MN, MO, NY and monopolistic)

Effective 10/01/19 to 10/01/20

Limits of Liability:

- Bodily Injury by Accident \$1,000,000 each accident
- Bodily Injury by Disease \$1,000,000 policy limit
- Bodily Injury by Disease \$1,000,000 each employee

Travelers Property Casualty Company of America

Policy# UB0P45458A19I3G - CA, MN, MO, NY

Effective 10/01/19 to 10/01/20

Limits of Liability:

- Bodily Injury by Accident \$1,000,000 each accident
- Bodily Injury by Disease \$1,000,000 policy limit
- Bodily Injury by Disease \$1,000,000 each employee



Administrative Report

H.6., File # 22-4235

Meeting Date: 6/7/2022

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

TITLE
EXCUSE ABSENCES OF COMMISSIONERS FROM VARIOUS COMMISSION MEETINGS

EXECUTIVE SUMMARY

<u>Commissioner</u>	<u>Board/Commission</u>	<u>Meeting Date</u>
Steven D. Johnson	Budget & Finance	May 26, 2022
Diane R. Cagle	Public Art	June 1, 2022
Candace Allen Nafissi	Library	June 6, 2022
Robert Gaddis	Planning	July 21, 2022

On May 18, 2022, the City Clerk received notification from Commissioner Johnson requesting an excused absence for May 26, 2022, Budget & Finance Commission Meeting for personal reasons.

On June 1, 2022, the City Clerk received notification from Commissioner Cagle requesting an excused absence for June 1, 2022, Public Art Commission Meeting for personal reasons.

On June 1, 2022, the City Clerk received notification from Commissioner Nafissi requesting an excused absence for June 6, 2022, Library Commission Meeting for personal reasons.

On May 23, 2022, the City Clerk received notification from Commissioner Gaddis requesting an excused absence for July 21, 2022, Planning Commission Meeting for personal reasons.

BACKGROUND

As of September 3, 2019, the City Council authorized the City Clerk to revise the policy pertaining to requests for excused absences, whereby Board Members and Commissioners are now required to communicate impending absences directly to the City Clerk for processing.

APPROVED BY:
Eleanor Manzano, City Clerk

FISCAL IMPACT

None



Administrative Report

H.7., File # 22-4133

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL

From: STEVEN DIELS, CITY TREASURER

TITLE

CITY TREASURER'S QUARTER 3 FISCAL YEAR 2021-2022 REPORT

EXECUTIVE SUMMARY

Please see attached quarterly administrative report.

ATTACHMENTS

City Treasurer's Quarter 3 Administrative Report
Quarter 3 Report from FHN Financial Mainstreet Advisors



Administrative Report

Date: June 7, 2022

To: MAYOR AND CITY COUNCIL

From: STEVEN DIELS, CITY TREASURER

Subject: CITY TREASURER'S THIRD QUARTER 2021-22 REPORT

EXECUTIVE SUMMARY

The City Treasurer maintains the City's cash flows while earning a competitive rate of return on the Investments within the constraints of the City's investment policy and state law. This City Treasurer's report for the second quarter of fiscal year 2021-2022, details the composition of the investment portfolio and investment transactions occurring during the period of January through March of 2022. FHN Financial Main Street Advisors serves as investment advisor to the City Treasurer. The FHN Financial Main Street Advisor's report with this package includes a comprehensive analysis of the City's investment portfolio and investment market trends.

Notable sections of this report include:

- Treasurer's Portfolio Summary
- Investment Reporting Guidelines
- Investment Report by FHN Main Street
 - Portfolio Summary
 - Investment Policy Compliance Report
 - Investment Activity Report
 - Economic and Market Update

City Treasurer's Portfolio Summary

The market value of the City's general investment portfolio changed to \$94.30MM from \$91.81MM at the end of the prior quarter. This change in the investment portfolio resulted from anticipated fluctuations within the extraordinary cash flow trends due to the pandemic's impact on both general operations and capital improvement program revenue and spending.

Investment portfolio liquidity is 34.05% of the portfolio having maturities of one year or less. The Bank of America General Fund Checking Account ending balance was \$14,063,300.16. It earned a rate of 0.20%, to offset the expenses of banking support services.

QOQ Comparison of Investment Portfolio Positions

Portfolio positions at the end of each quarter are listed by investment type, dollar amount, and percentage mix of the overall general investment portfolio:

Composition of Portfolio 2017-Present

Comparison of Investment Portfolio Positions

FY 2021-2022

Comparison of Investment Portfolio Positions F.Y. 2021-2022							
	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter
Investment Type		%		%		%	
Cash in Banks & Money Markets	\$11,834,546	*	\$11,833,288	*	\$14,063,300	*	
Local Agency Investment Fund	\$9,000,500	10.7%	\$20,012,320	21.9%	\$20,018,196	20.81%	
Federal Agency Issues	\$30,579,369	36.3%	\$30,574,250	33.5%	\$40,569,151	42.18%	
Commercial Paper	\$0	0.0%	\$0	0.0%	\$0	0.00%	
Corporate Medium Term Notes	\$15,948,457	19.0%	\$15,957,757	17.5%	\$10,963,900	11.40%	
Bank Certificates of Deposit	\$1,735,250	2.1%	\$1,735,339	1.9%	\$1,735,425	1.80%	
Treasuries	\$26,896,065	32.0%	\$22,894,191	25.1%	\$22,899,581	23.81%	
Total: Investment Portfolio	\$84,159,641	100%	\$91,173,857	100.0%	\$96,186,253	100.00%	
Weighted Average Maturity (Yrs)	2.06		1.81		2.03		
Portfolio Effective Rate of Return (YTD)	2.24%		1.90%		1.53%		
L.A.I.F. Yield	0.21%		0.21%		0.22%		
Yield on Benchmark	0.76%		0.62%		0.59%		
Interest earned YTD	\$497,915.05		\$817,147		\$1,021,840		
General Fund Contribution (60%)	\$298,749		\$490,288		\$613,104		

FY 2020-2021

Comparison of Investment Portfolio Positions F.Y. 2020-2021								
Investment Type	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
		%		%				
Cash in Banks & Money Markets	\$10,855,843	*	\$10,000,681	*	\$5,180,168	*	\$10,538,424	*
Local Agency Investment Fund	\$7,004,742	9.6%	\$15,028,642	19.7%	\$15,039,065	18.30%	\$23,055,498	26.1%
Federal Agency Issues	\$34,598,183	47.2%	\$34,593,480	45.3%	\$34,588,776	42.00%	\$30,054,073	34.7%
Commercial Paper	\$0	0.0%	\$0	0.0%	\$0	0.00%	\$0	0.0%
Corporate Medium Term Notes	\$20,903,182	28.5%	\$20,915,171	27.4%	\$21,927,159	26.70%	\$18,937,844	21.5%
Bank Certificates of Deposit	\$2,726,898	3.7%	\$1,734,986	2.3%	\$1,735,073	2.10%	\$ 1,735,161	2.0%
Treasuries	\$8,053,427	11.0%	\$4,041,832	5.3%	\$8,985,108	10.90%	\$13,890,876	15.7%
Total: Investment Portfolio	\$73,286,432	100.0%	\$76,314,111	100.0%	\$82,275,181	100.00%	\$88,203,451	100.0%
Weighted Average Maturity (Yrs)	1.97		1.68		1.69		1.63	
Portfolio Effective Rate of Return (YTD)	2.10%		2.12%		2.07%		2.00%	
L.A.I.F. Yield	0.68%		0.54%		0.36%		0.26%	
Yield on Benchmark	1.67%		1.45%		1.21%		0.97%	
Interest earned YTD	\$430,578.83		\$815,051		\$1,198,761		\$1,574,081	
General Fund Contribution (49%)	\$210,984		\$399,375		\$587,393		\$771,300	

FY 2019-2020

Comparison of Investment Portfolio Positions F.Y. 2019-2020								
Investment Type	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
		%		%		%		%
Cash in Banks & Money Markets	\$8,004,405	*	\$10,421,483	*	\$5,306,333	*	\$ 9,193,009	*
Local Agency Investment Fund	\$7,000,000	8.3%	\$17,052,131	19.7%	\$14,000,000	15.40%	\$ 22,000,000	23.3%
Federal Agency Issues	\$41,455,587	49.1%	\$35,460,741	40.9%	\$40,606,033	44.70%	\$ 38,602,882	40.8%
Commercial Paper								
Corporate Medium Term Notes	\$24,837,904	29.4%	\$22,851,300	26.4%	\$22,865,644	25.20%	\$ 20,891,194	22.1%
Bank Certificates of Deposit	\$3,223,020	3.8%	\$3,222,544	3.7%	\$3,222,661	3.60%	\$ 2,974,779	3.1%
Treasuries	\$7,994,458	9.5%	\$8,041,480	9.3%	\$10,073,719	11.10%	\$ 10,063,635	10.6%
Total: Investment Portfolio	\$84,510,969	100.0%	\$86,628,195	100.0%	\$90,768,058	100.00%	\$ 94,532,490	100.0%
Weighted Average Maturity (Yrs)	2.1		1.89		2.02		1.72	
Portfolio Effective Rate of Return (YTD)	2.23%		2.27%		2.26%		2.22%	
L.A.I.F. Yield	2.28%		2.04%		1.79%		1.20%	
Yield on Benchmark	2.06%		2.08%		2.06%		2.02%	
Interest earned YTD	\$502,505.00		\$973,145		\$1,483,028		\$1,965,199	
General Fund Contribution (44%)	\$221,102		\$428,184		\$652,532		\$864,688	

FY 2018-2019

Comparison of Investment Portfolio Positions F.Y. 2018-2019								
	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Investment Type		%		%		%		%
Cash in Banks & Money Markets	\$8,761,921	*	\$6,939,956	*	\$5,394,950	*	\$ 9,062,598	*
Local Agency Investment Fund	\$1,000,000	1.3%	\$16,000,000	18.5%	\$6,000,000	6.60%	\$ 10,000,000	10.0%
Federal Agency Issues	\$46,940,821	59.7%	\$44,893,166	51.9%	\$44,394,491	49.20%	\$ 44,448,469	44.2%
Commercial Paper					\$3,973,074	4.30%	\$ 3,998,729	4.0%
Corporate Medium Term Notes	\$12,951,519	16.5%	\$11,958,712	13.8%	\$22,801,156	24.90%	\$ 26,821,710	26.7%
Bank Certificates of Deposit	\$1,735,760	2.2%	\$1,735,790	2.0%	\$1,735,820	1.90%	\$ 3,222,931	3.2%
Treasuries	\$15,938,992	20.3%	\$11,956,768	13.8%	\$11,973,607	13.10%	\$ 11,990,633	11.9%
Total: Investment Portfolio	\$78,567,092	100.0%	\$86,544,436	100.0%	\$91,418,148	100.00%	\$ 100,482,471	100.0%
Weighted Average Maturity (Yrs)	1.73		1.51		1.95		1.81	
Portfolio Effective Rate of Return (YTD)	1.70%		1.77%		1.92%		2.01%	
L.A.I.F. Yield	1.94%		2.29%		2.39%		2.43%	
Yield on Benchmark	1.68%		1.59%		1.68%		1.76%	
Interest earned YTD	\$357,684.00		\$726,249		\$1,215,976		\$1,765,752	
General Fund Contribution (66%)	\$236,071		\$479,324		\$802,544.16		\$1,165,396	

FY 2017-2018

Comparison of Investment Portfolio Positions F.Y. 2017-2018								
	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	
Investment Type		%		%		%		%
General Fund Balance	\$10,347,480	*	\$7,888,671	*	\$3,989,868	*	\$6,704,241	*
Local Agency Investment Fund	\$9,000,000	11.10%	\$12,000,000	14.20%	\$6,000,000	6.8%	\$7,000,000	7.5%
Federal Agency Issues	\$45,075,755	55.60%	\$43,050,066	51.00%	\$46,967,521	53.2%	\$44,960,588	48.1%
Corporate Medium Term Notes	\$11,997,977	14.80%	\$12,970,428	15.40%	\$14,939,410	16.9%	\$14,945,085	16.0%
Commercial Paper	\$0	0.00%	\$2,973,350	3.50%	\$5,972,492	6.8%	\$8,989,354	9.6%
Bank Certificates of Deposit	\$2,981,639	3.70%	\$3,477,669	4.10%	\$2,479,699	2.8%	\$1,735,729	1.9%
Treasuries	\$11,990,296	14.80%	\$9,992,260	11.80%	\$11,983,712	13.6%	\$15,920,916	17.0%
Total: Investment Portfolio	\$81,045,667	100.00%	\$84,463,773	100.00%	\$88,342,834	100%	\$93,551,673	100%
Weighted Average Maturity (Yrs)	1.73		1.73		1.72		1.45	
Portfolio Effective Rate of Return (YTD)	1.34%		1.33%		1.41%		1.47%	
L.A.I.F. Yield	1.07%		1.23%		1.52%		1.85%	
Yield on Two Year C.M.T Benchmark	1.19%		1.27%		1.37%		1.49%	
Interest earned YTD	\$290,237.00		\$567,247.15		\$904,997.70		\$1,278,235	
General Fund Contribution (66%)	\$191,556		\$374,383		\$597,298.48		\$843,635	

Comparison of Total Cash and Investments
2017-Present

	Investments	General Fund	Subtotal	Other Cash	Total
2021-2022	\$ MM	\$ MM	\$ MM	\$ MM	\$ MM
Q1	84.16	11.83	95.99	8.65	104.64
Q2	91.17	11.83	103	8.61	111.61
Q3	96.19	14.06	110.25	9.12	119.37
2020-2021	\$ MM	\$ MM	\$ MM	\$ MM	\$ MM
Q1	73.29	10.86	84.15	6.81	90.96
Q2	76.31	10.00	86.31	7.02	93.33
Q3	82.28	5.18	87.46	7.59	95.05
Q4	88.20	10.54	98.74	7.84	106.58
2019-2020	\$ MM	\$ MM	\$ MM	\$ MM	\$ MM
Q1	84.51	8.00	92.51	5.86	98.37
Q2	86.63	10.42	97.05	6.64	103.69
Q3	90.77	5.31	96.08	7.63	103.71
Q4	94.53	9.19	103.72	7.35	111.07
2018-2019	\$ MM	\$ MM	\$ MM	\$ MM	\$ MM
Q1	78.57	8.76	87.33	5.95	93.28
Q2	86.54	6.94	93.48	5.93	99.41
Q3	91.42	5.39	96.81	6.73	103.54
Q4	100.48	9.06	109.54	4.95	114.49
2017-2018	\$ MM	\$ MM	\$ MM	\$ MM	\$ MM
Q1	81.05	10.35	91.4	5.87	97.27
Q2	84.46	7.88	92.34	6.33	98.67
Q3	88.34	3.99	92.33	6.7	99.03
Q4	93.55	6.7	100.25	5.87	106.12

Yields: The book yield of the portfolio is 1.36%. The effective rate of return for the fiscal year to date is 1.53%. The book yield is a snapshot on a specific day whereas the effective rate of return is annualized return generated for the period.

Investment Portfolio Performance vs. Benchmark: At the end of the quarter, the yield on the City’s general investment portfolio was 1.36%. This yield provided a 77 basis point advantage to the yield provided by the investment portfolio benchmark, U.S. Treasury Note 0-5 year index (30 month moving average), which yielded 0.59%. The 30 month moving average is used to represent a market rate of return.

Mark to Market: The City Treasurer compares market values of the portfolio holdings to their original cost. At the close of the quarter, the net asset value is \$0.98. That means the Market Value is slightly below the cost of investments. The difference between the book value (cost) of investments at \$96,186,253 and the current market value at \$94,303,787 is \$-1,882,466.

Cash in Banks:

	As of 3/31/2022
General Fund	\$14,063,300.16
Workmen’s Compensation Fund	\$1,405,220.21
Successor Agency of RDA	\$754,171.17
Trust Account	\$7,364.40
Housing Authority BLKPNDG	\$2,229,750.06
Financing Authority	\$2,751,817.62
Parking Authority	\$960.31
Measure R Local Return	\$1,876,201.32
City of Redondo Beach - FSA	\$92,273.93
Total	\$23,181,059.18

All Agency, Authority and Miscellaneous Funds in Banks

Bank Account Descriptions

General Fund - 201

Into the City’s general checking account are deposited most of the City’s revenue, including General Fund taxes, grant revenue (with the exception of that for the Housing Authority), Harbor Enterprise rental income, and sewer fees. From the general checking account are automatic transfers to the payroll and warrant accounts (as payments clear the bank) and purchases of investments.

Workmen’s Compensation Fund - 210

A Bank of America checking account has been established for the payment of workers’ compensation claims. The City’s third party administrator, AdminSure, writes the checks from this account on the City’s behalf. Monthly, the City replenishes the account with a City Council approved accounts payable check.

Successor Agency of RDA - 213 / Successor Agency of RDA - 694

The Successor Agency to the former Redevelopment Agency maintains both a Bank of America checking account (with a larger balance) and a Bank of America interest checking account (with a smaller balance). A few years ago, the bank changed the accounts to this structure from a checking account and a savings account. The checking account activity reflects biannual deposits of Redevelopment Property Tax Trust Fund (RPTTF) revenue as a result of the Recognized Obligation Payment Schedule (ROPS) process whereby the City reports to the Department of Finance the amount of funding necessary to make its Redevelopment Agency debt service payments (together with the applicable administrative costs). Those debt service payments are then made from this checking account, and the administrative cost reimbursement is transferred to the City's general checking account. The activity in the interest checking account is currently only deposits of interest earned.

Trust Account - 212

The Police Department deposits bail money into this checking account and then transfers these funds to the courts by way of checks. The balance of the account has been \$7,364.40 for several years, but it could be higher at the end of the month/quarter if a check is outstanding at the time.

Housing Authority – 207/Housing Authority – 023

The Housing Authority maintains both a checking account and a government money market savings account. Into the checking account are deposited grant funds from HUD for operation of the Fair Housing and Section 8 housing programs. Payments to landlords are then made monthly from this account, and periodically a check is written to the City as reimbursement for administrative costs paid by the City on the Housing Authority's behalf. The activity in the government money market savings account is currently only deposits of interest earned.

Financing Authority -168

The Community Financing Authority (CFA), a joint powers authority of the City and the Parking Authority, was formed January 31, 2012 when the Kincaid's Restaurant lease was transferred from the Public Financing Authority (PFA), a joint powers authority of the City and the Redevelopment Agency, upon the Redevelopment Agency's elimination by the State. The Financing Authority checking account is used for the lease-related transactions, including rental income, loan payments, sewer user fees, and possessory interest property tax payments.

Parking Authority - 675

The Parking Authority was established on March 3, 1969, pursuant to the provisions of the Streets and Highway Code of the State of California. Its primary purpose has been to provide public off-street parking within the City. The Parking Authority is currently inactive with a little more than \$5,000 remaining in a Bank of America interest checking account and a little less than \$5,000 remaining in a LAIF account from its previous activities.

Measure R Local Return - 874

Measure R monies come from a 2008 voter-approved ½ cent sales tax levied within Los Angeles County for public transportation purposes. Per a Los Angeles County Metropolitan Transportation Authority (LACMTA) audit recommendation, Measure R monies are to be maintained in a separate bank account. Because expenditures from the Measure R Fund (primarily for capital improvement projects) are paid through the City’s accounts payable system and “General Fund” bank account, this separate Measure R Local Return interest checking account is funded by periodic transfers from the “General Fund” bank account instead of Measure R monies deposited directly to the account.

City of Redondo Beach – FSA - 825

The City contracts with Sterling to offer its employees Flexible Spending Accounts (FSAs) which allow the employees to set aside, before taxes, a portion of their yearly income to pay for qualified medical and/or dependent care expenses. These funds withheld from the employees’ paychecks are transferred to this separate checking account each pay period. The medical and dependent care expenses are then paid by Sterling from this account.

LAIF Balances:

CITY OF REDONDO
BEACH
LAIF ACCOUNTS

March 2022

ACCOUNT NAMES	
GENERAL ACCOUNT	\$ 20,018,196.35
SUCCESSOR AGENCY FOR RDA	\$ 1,860,593.56
PUBLIC FINANCING AUTHORITY	\$ 177,536.20
PARKING AUTHORITY	\$ 5,153.81
Total:	\$22,061,479.92

Bond Account Balances:

ACCOUNT #	ACCOUNT DESCRIPTION	ENDING BALANCE AS OF 3/31/2022
222936000	REDONDOBEACH COMMUNITY FINANCING AUTHORITY LEASE REVENUE REFUNDING BONDS SERIES 2019A	\$3.56
208878000	REDONDO BEACH COMMUNITY FINANCING AUTHORITY WASTEWATER REVENUE REFUNDING BONDS, 2014 SERIES A BOND FUND	\$0.00

Trading Activity

During the quarter, the City purchased one security. Also, three securities were redeemed.

Fiscal Impact

Interest earned year to date is \$1,021,840 for the entire portfolio. The General Fund contribution rate of our investment portfolio is approximately 60% of the total interest earned thus contributing approximately \$613,104 to the General Fund through investment activity. Budgeted contribution of interest to the general fund for the entire fiscal year is \$750,000.

Investment Reporting Guidelines

Please note the following guidelines from the Government Finance Officers Association *Financial Management Checklists for Elected Officials*.

Always remember whose money it is (it's the community's, not yours)—and act accordingly in a responsible stewardship capacity.

The generally accepted objectives in managing public funds, in priority order, are:

- Safety
- Liquidity
- Yield

An investment manager's objective is to earn a reasonable rate of return on the city's investments, while preserving capital in the overall portfolio. It should *never* be an investment manager's goal to earn *maximum* returns on the city's portfolio as this would expose the city to an unacceptable level of risk. Failures in public investing occur when either:

- Policies were not clear.
- Policies were inappropriate.
- Policies were not followed.
- Oversight was inadequate.

Questions to Ask:

- Do you review the investment policy?
- Do you understand the city's investment program?
- Do you receive and review periodic investment reports?
- Are they clear, concise? Are they readable? Do you fully understand them? (If you can't, this is more likely to be because they've been presented poorly, and may in fact reflect problems, than any "technical" problems with your ability to

understand them because it's too "complex." First, it's the job of your staff to make them readable and understandable; and secondly, if the city's portfolio is genuinely that complex, perhaps it shouldn't be.)

- Are there lots of investments and transactions? Why? Most cities do not have portfolios that justify "active" management with lots of sales, purchases and trades.
- Are your investments diversified? Or have you placed "all of your eggs in one basket?"
- What ongoing oversight is there? By whom?

Submitted by:
Steven Diels, City Treasurer

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Monthly Investment Report

City of Redondo Beach

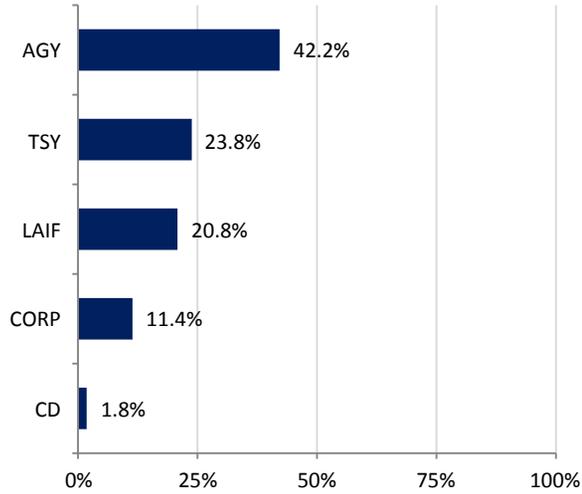
March 2022

Portfolio Summary

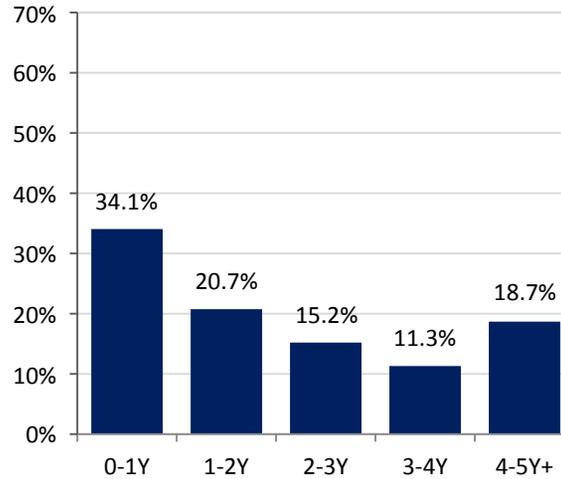
City of Redondo Beach

3/31/2022

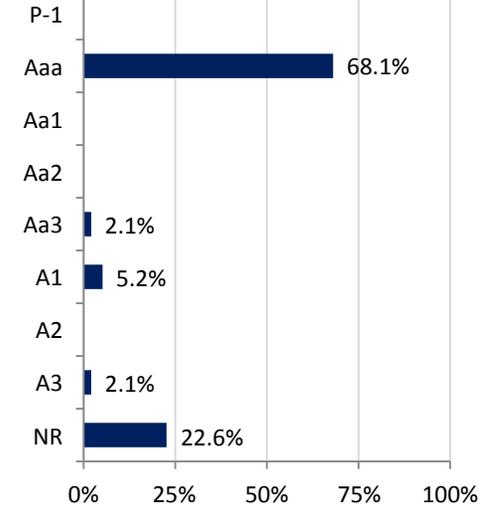
SECTOR ALLOCATION



MATURITY DISTRIBUTION



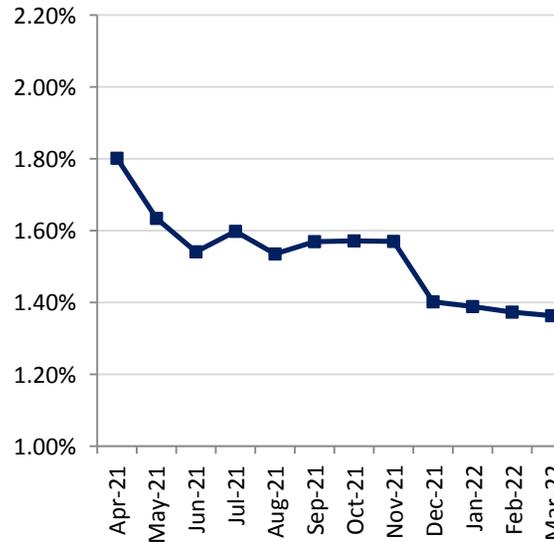
CREDIT QUALITY (MOODY'S)



ACCOUNT SUMMARY

	3/31/22	2/28/22
Market Value	\$94,303,787	\$97,645,834
Book Value	\$96,186,253	\$98,185,813
Variance	-\$1,882,466	-\$539,979
Par Value	\$96,254,196	\$98,254,196
Net Asset Value	\$98.04	\$99.45
Book Yield	1.36%	1.37%
Market Yield	1.22%	1.20%
Years to Maturity	2.03	2.07
Effective Duration	1.88	1.85

MONTH-END PORTFOLIO BOOK YIELD



TOP ISSUERS

Issuer	% Portfolio
U.S. Treasury	23.8%
LAIF	20.8%
FHLB	18.8%
FFCB	16.1%
FNMA	7.3%
Toyota	3.1%
New York Life	2.1%
US Bancorp	2.1%
BlackRock	2.1%
IBM	2.1%
EagleBank	0.3%
Comenity Capital Bank	0.3%
Sallie Mae Bank	0.3%
Morgan Stanley Private Bank	0.3%
Marlin Business Bank	0.3%

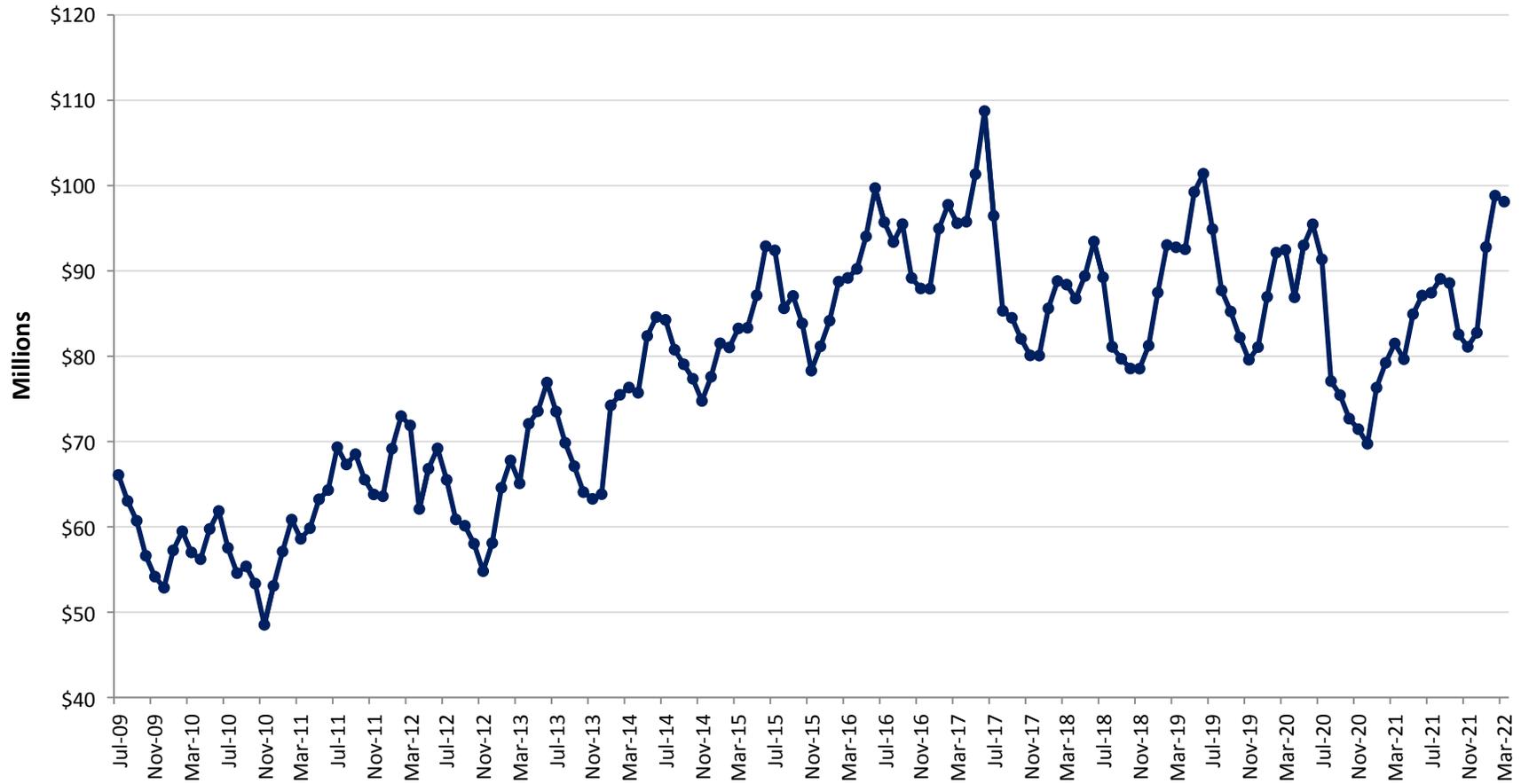
Investment Policy Compliance

City of Redondo Beach

3/31/2022

Category	Book Value	% of Portfolio	% Allowed by Policy	In Compliance
US Treasuries	22,899,581.10	23.81%	100%	Yes
US Federal Agencies	40,569,150.51	42.18%	100%	Yes
Supranational Obligations	0.00	0.00%	15%	Yes
LAIF	20,018,196.35	20.81%	75%	Yes
Commercial Paper	0.00	0.00%	25%	Yes
Money Market Funds	0.00	0.00%	15%	Yes
Negotiable Certificates of Deposit	1,735,424.70	1.80%	30%	Yes
Corporate Obligations	10,963,900.31	11.40%	30%	Yes
Total	96,186,252.97	100.00%		

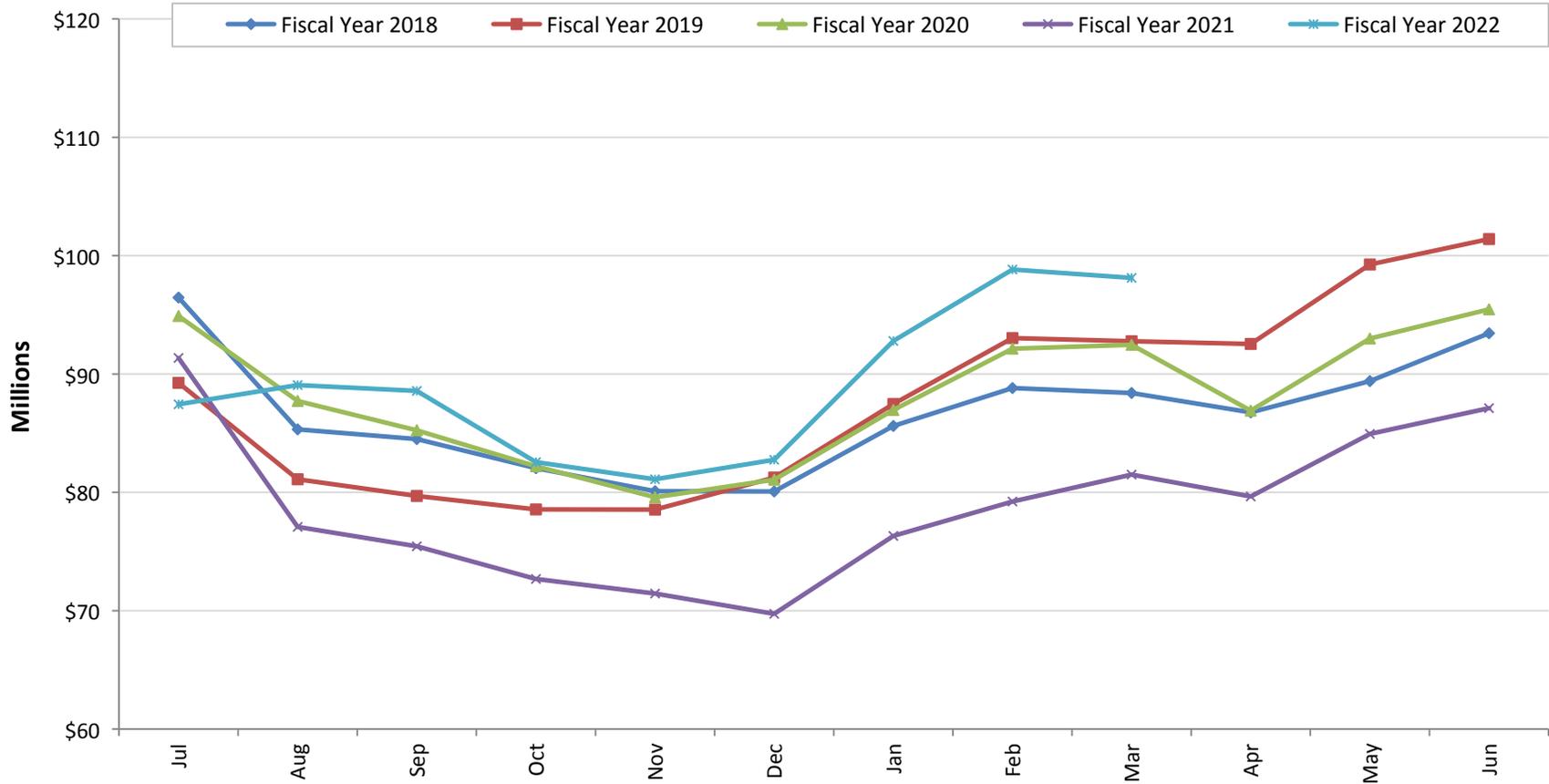
Other Metrics	Portfolio	Metric	In Compliance
Weighted Average Maturity	2.03		Yes
Liquidity	34.05%	25% Under 365 Days	Yes
Ratings			Yes



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Fiscal Year 2018	\$96.5	\$85.3	\$84.5	\$82.0	\$80.1	\$80.1	\$85.6	\$88.8	\$88.4	\$86.8	\$89.4	\$93.4
Fiscal Year 2019	\$89.3	\$81.1	\$79.7	\$78.6	\$78.5	\$81.2	\$87.5	\$93.0	\$92.8	\$92.5	\$99.3	\$101.4
Fiscal Year 2020	\$94.9	\$87.7	\$85.2	\$82.2	\$79.6	\$81.1	\$87.0	\$92.1	\$92.5	\$86.9	\$93.0	\$95.5
Fiscal Year 2021	\$91.4	\$77.1	\$75.4	\$72.7	\$71.4	\$69.7	\$76.3	\$79.2	\$81.5	\$79.7	\$84.9	\$87.1
Fiscal Year 2022	\$87.4	\$89.1	\$88.6	\$82.6	\$81.1	\$82.8	\$92.8	\$98.8	\$98.1			

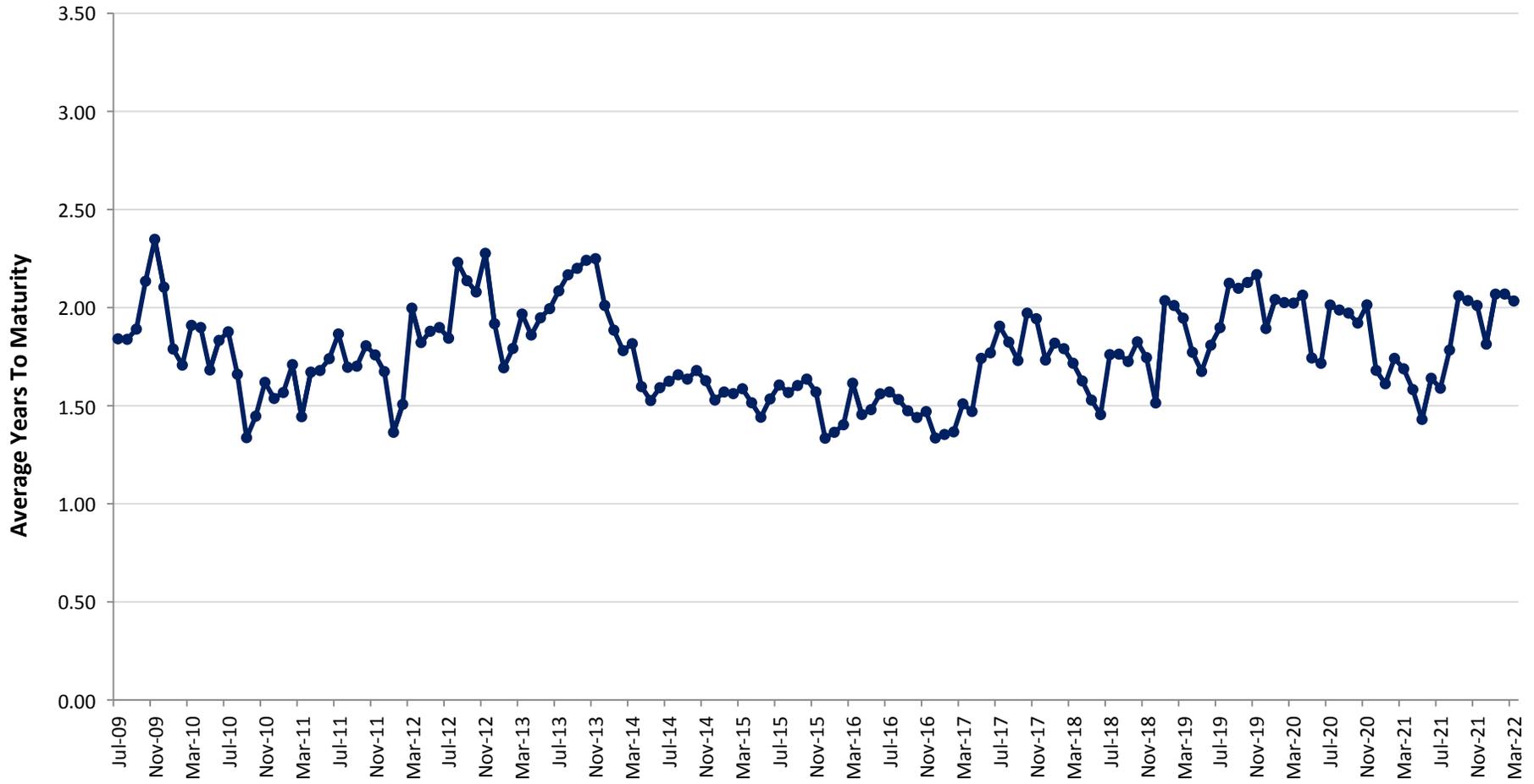
Average Daily Balance

Historical Book Values Per Fiscal Year

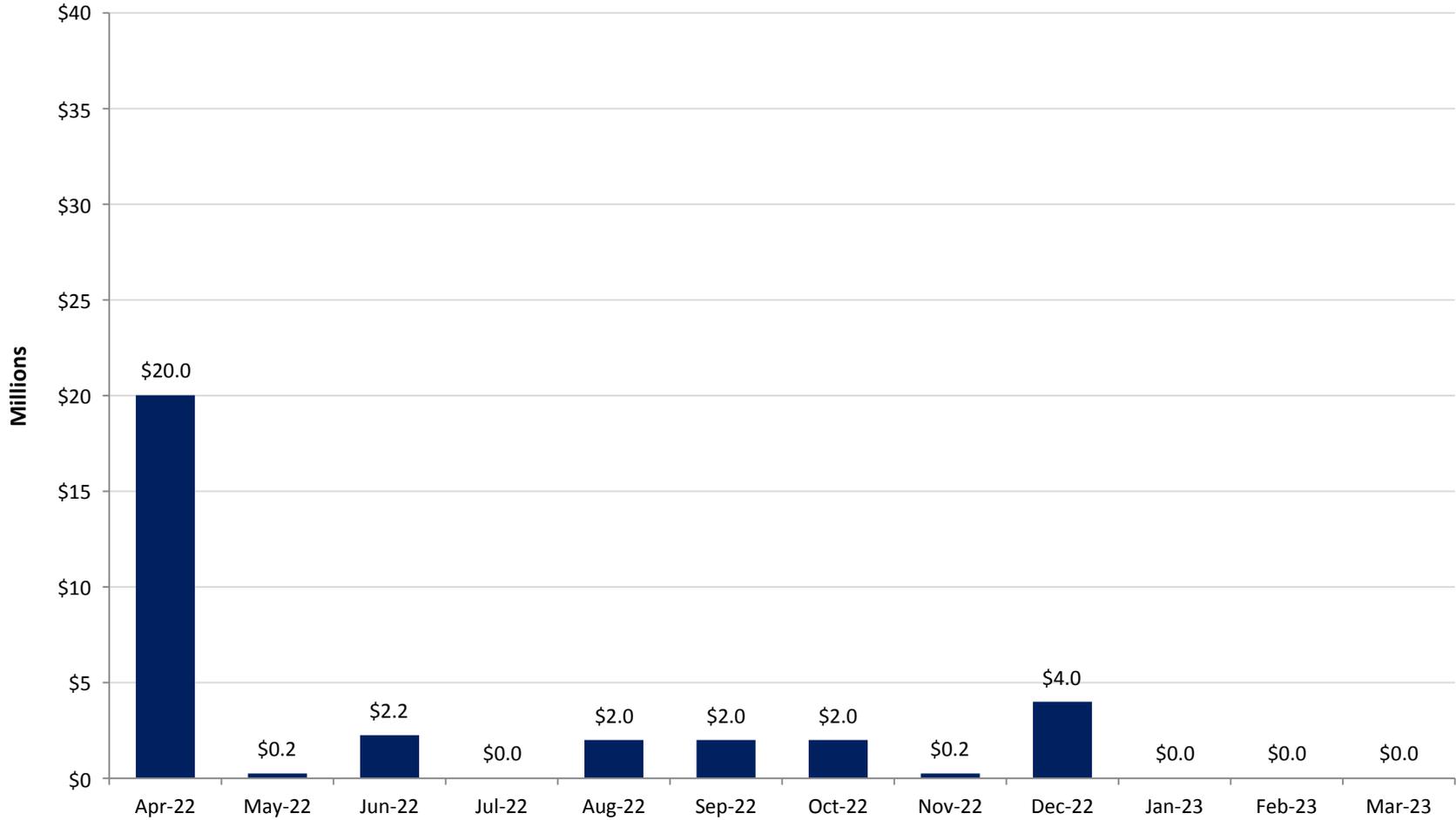


	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Fiscal Year 2018	\$96.5	\$85.3	\$84.5	\$82.0	\$80.1	\$80.1	\$85.6	\$88.8	\$88.4	\$86.8	\$89.4	\$93.4
Fiscal Year 2019	\$89.3	\$81.1	\$79.7	\$78.6	\$78.5	\$81.2	\$87.5	\$93.0	\$92.8	\$92.5	\$99.3	\$101.4
Fiscal Year 2020	\$94.9	\$87.7	\$85.2	\$82.2	\$79.6	\$81.1	\$87.0	\$92.1	\$92.5	\$86.9	\$93.0	\$95.5
Fiscal Year 2021	\$91.4	\$77.1	\$75.4	\$72.7	\$71.4	\$69.7	\$76.3	\$79.2	\$81.5	\$79.7	\$84.9	\$87.1
Fiscal Year 2022	\$87.4	\$89.1	\$88.6	\$82.6	\$81.1	\$82.8	\$92.8	\$98.8	\$98.1			

Figures in Millions, Average Daily Balance



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Fiscal Year 2018	1.91	1.82	1.73	1.97	1.94	1.73	1.82	1.79	1.72	1.63	1.53	1.45
Fiscal Year 2019	1.76	1.76	1.73	1.83	1.75	1.51	2.04	2.01	1.95	1.77	1.67	1.81
Fiscal Year 2020	1.90	2.12	2.10	2.13	2.17	1.89	2.04	2.03	2.02	2.06	1.74	1.72
Fiscal Year 2021	2.01	1.99	1.97	1.92	2.01	1.68	1.61	1.74	1.69	1.58	1.43	1.64
Fiscal Year 2022	1.59	1.78	2.06	2.04	2.01	1.81	2.07	2.07	2.03			

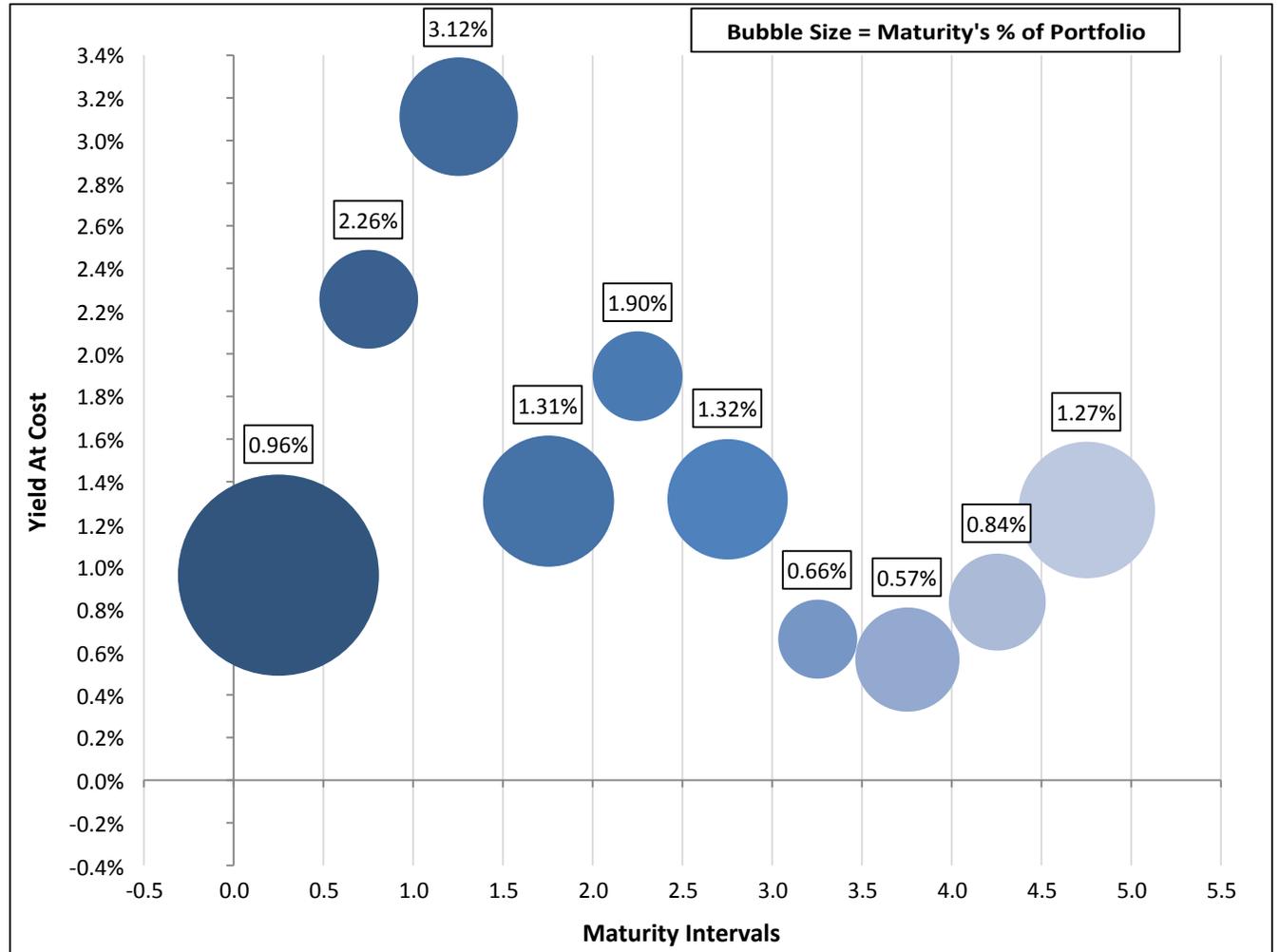


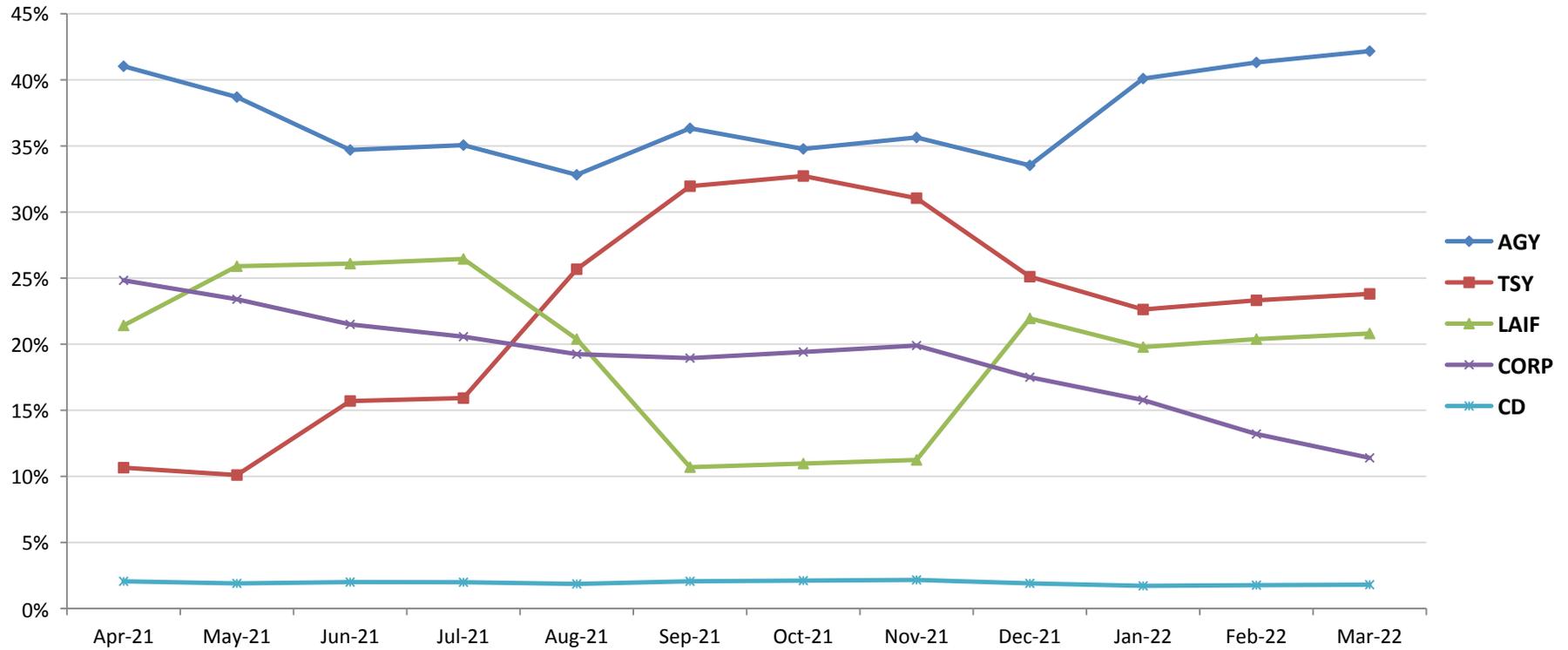
	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Maturities	\$20.0	\$0.2	\$2.2	\$0.0	\$2.0	\$2.0	\$2.0	\$0.2	\$4.0	\$0.0	\$0.0	\$0.0

Par Value in Millions; Assumes Securities Are Held To Maturity

Yield At Cost Per 6-Month Maturity Intervals

Years	Yield At Cost	% of Portfolio
0 to .5	0.96%	27.55%
.5 to 1.0	2.26%	6.50%
1.0 to 1.5	3.12%	9.34%
1.5 to 2.0	1.31%	11.41%
2.0 to 2.5	1.90%	5.46%
2.5 to 3.0	1.32%	9.75%
3.0 to 3.5	0.66%	4.10%
3.5 to 4.0	0.57%	7.21%
4.0 to 4.5	0.84%	6.20%
4.5 to 5.0	1.27%	12.48%
5.0+	0.00%	0.00%
Total	1.36%	100.0%



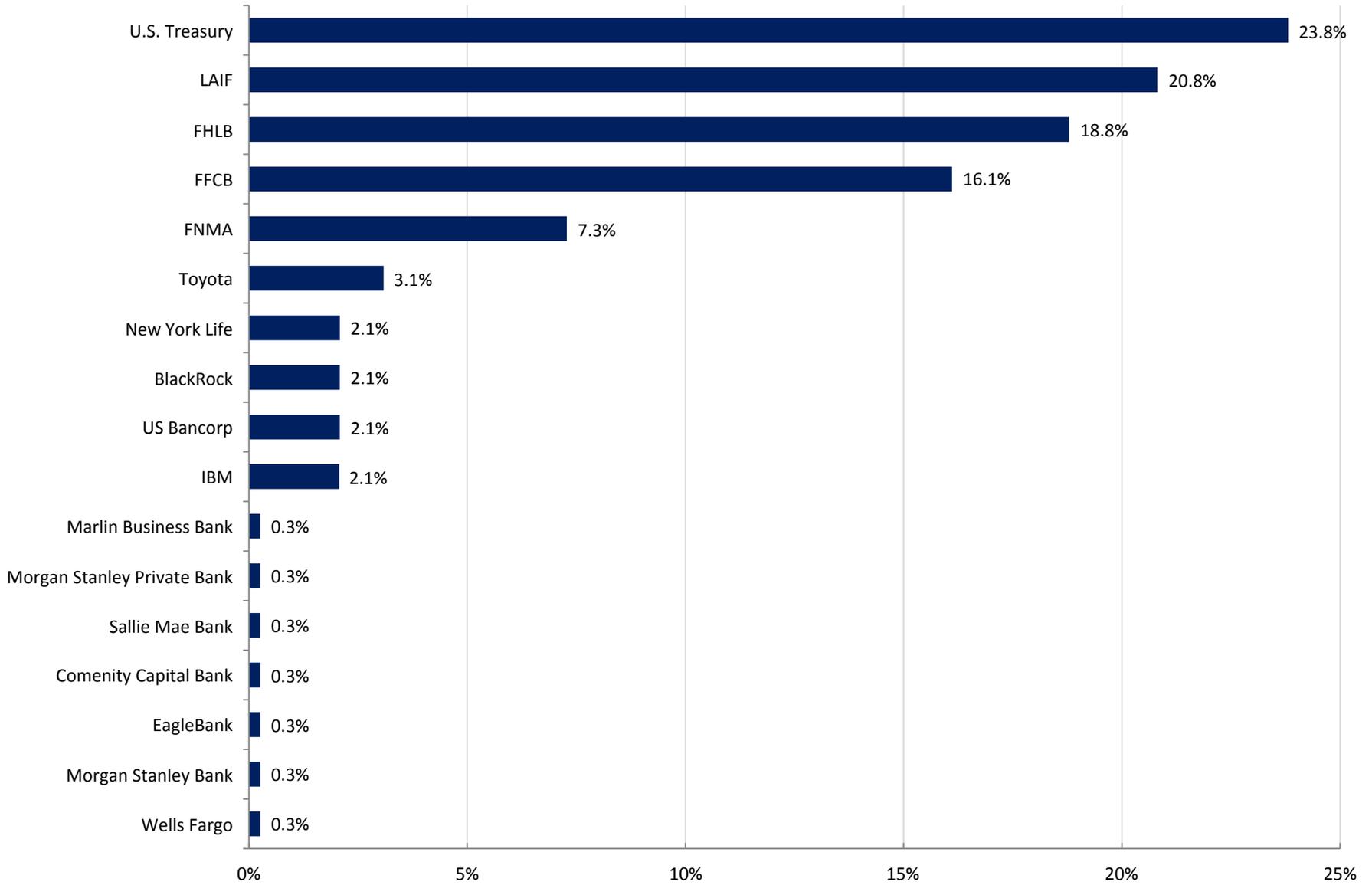


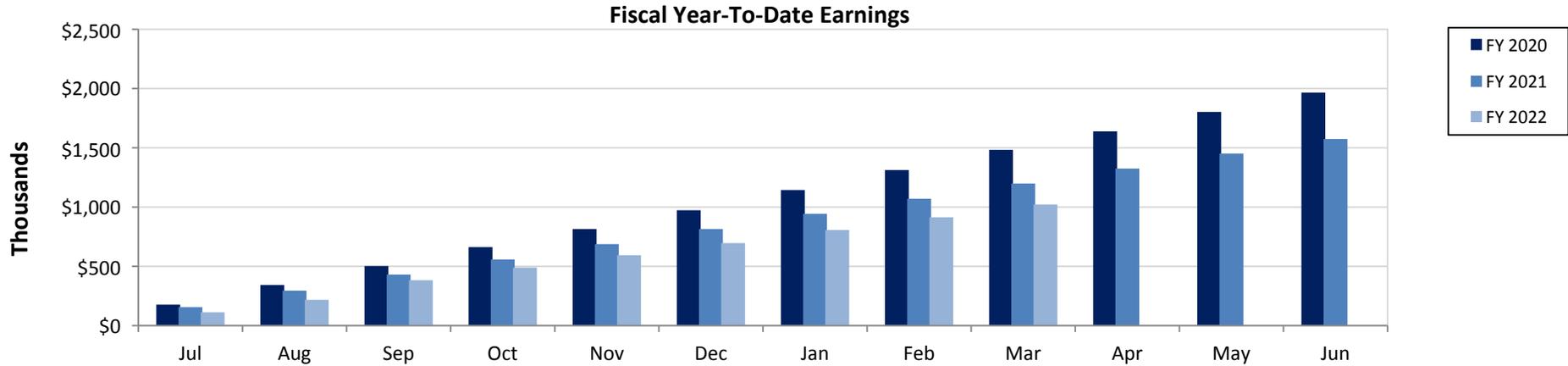
Sector	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22
AGY	41.0%	38.7%	34.7%	35.1%	32.8%	36.3%	34.8%	35.6%	33.5%	40.1%	41.3%	42.2%
TSY	10.7%	10.1%	15.7%	15.9%	25.7%	32.0%	32.7%	31.0%	25.1%	22.6%	23.3%	23.8%
LAIF	21.4%	25.9%	26.1%	26.5%	20.4%	10.7%	11.0%	11.2%	21.9%	19.8%	20.4%	20.8%
CORP	24.8%	23.4%	21.5%	20.6%	19.2%	19.0%	19.4%	19.9%	17.5%	15.8%	13.2%	11.4%
CD	2.1%	1.9%	2.0%	2.0%	1.9%	2.1%	2.1%	2.2%	1.9%	1.7%	1.8%	1.8%
Total	100.0%											

Issuer Allocation

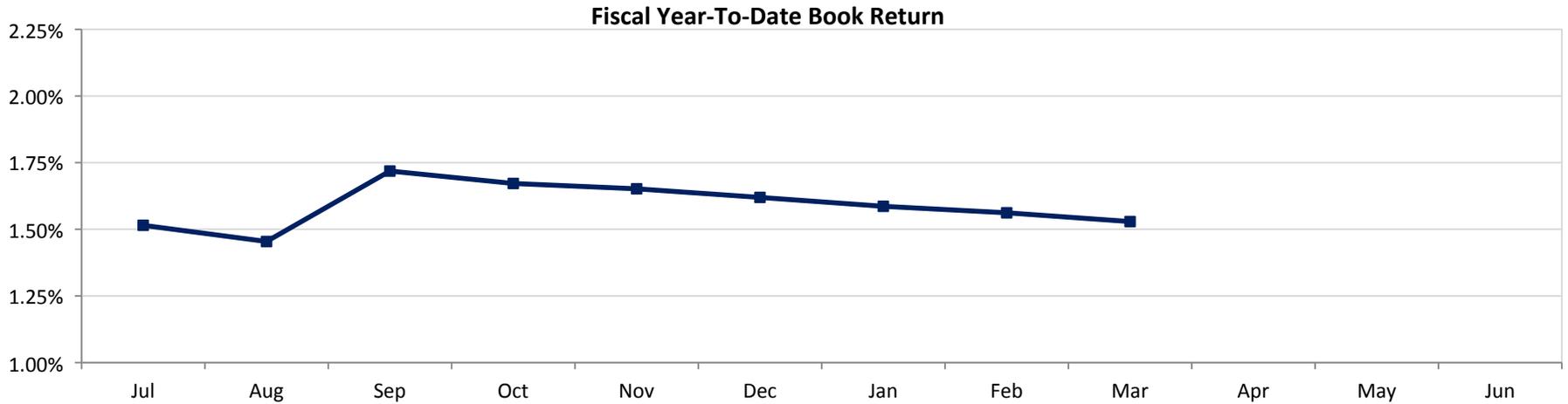
City of Redondo Beach

3/31/2022



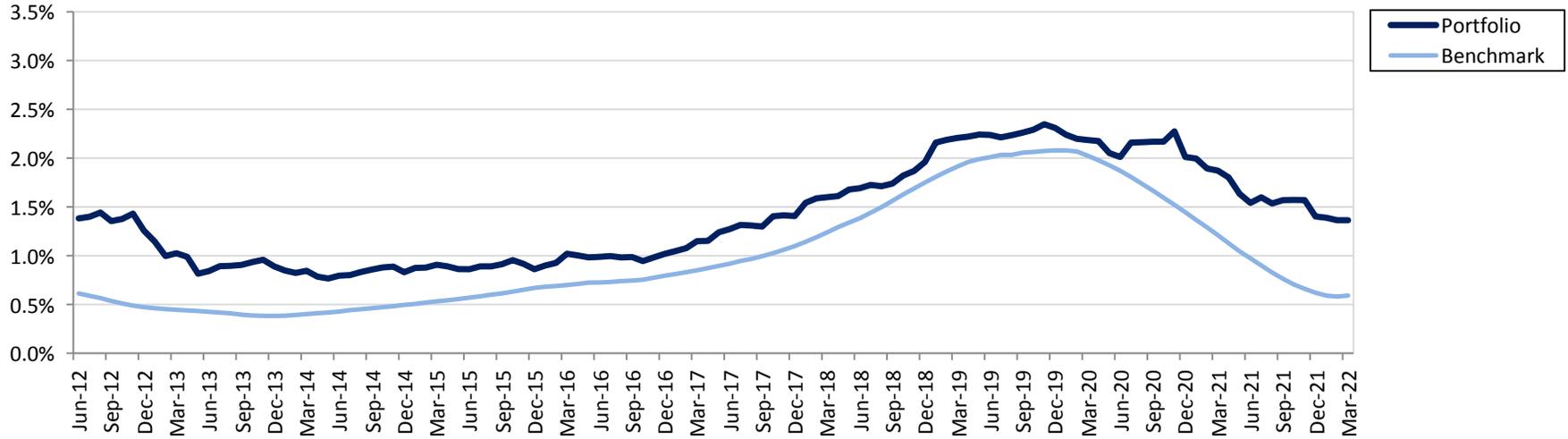


Fiscal YTD (\$K)	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2020	\$177.000	\$342.220	\$502.500	\$661.925	\$815.000	\$973.140	\$1,143.893	\$1,312.520	\$1,483.000	\$1,638.780	\$1,802.870	\$1,965.190
FY 2021	\$155.722	\$295.000	\$430.578	\$557.769	\$687.588	\$815.050	\$943.405	\$1,070.116	\$1,198.760	\$1,324.600	\$1,451.500	\$1,574.100
FY 2022	\$112.499	\$217.986	\$382.727	\$489.647	\$593.726	\$696.012	\$806.551	\$913.900	\$1,021.840			

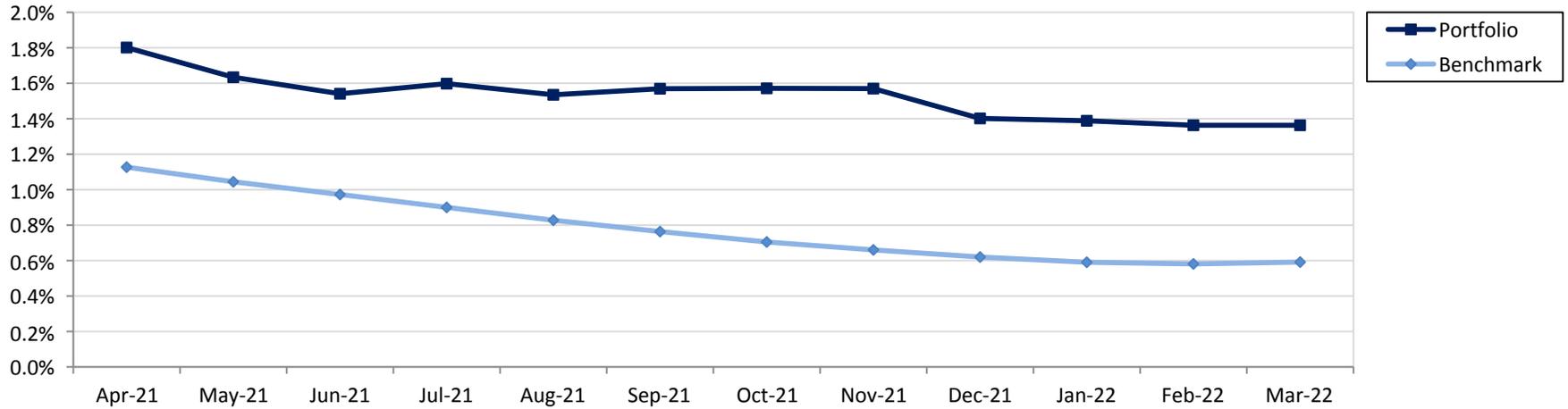


Fiscal YTD	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Book Return	1.51%	1.45%	1.72%	1.67%	1.65%	1.62%	1.59%	1.56%	1.53%			

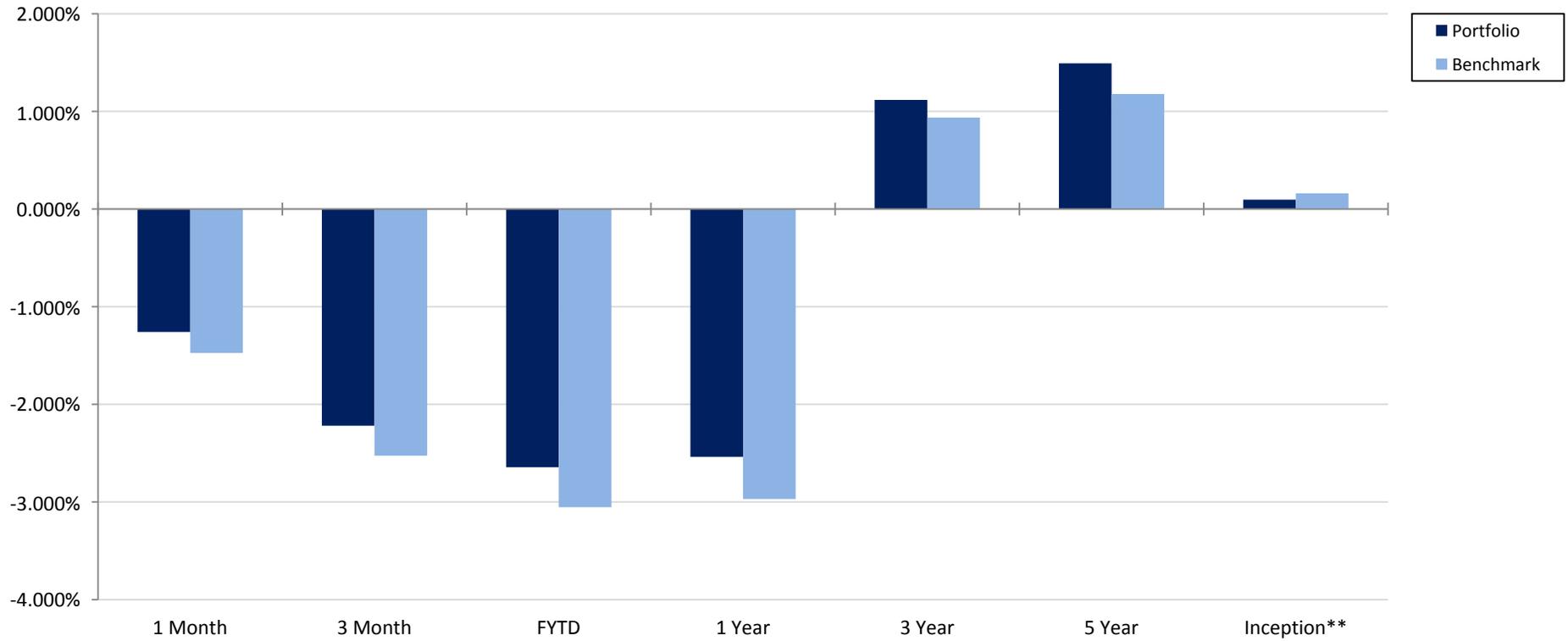
Month-End Yield At Cost vs Benchmark



Trailing 12 Months: Month End Yield At Cost vs Benchmark



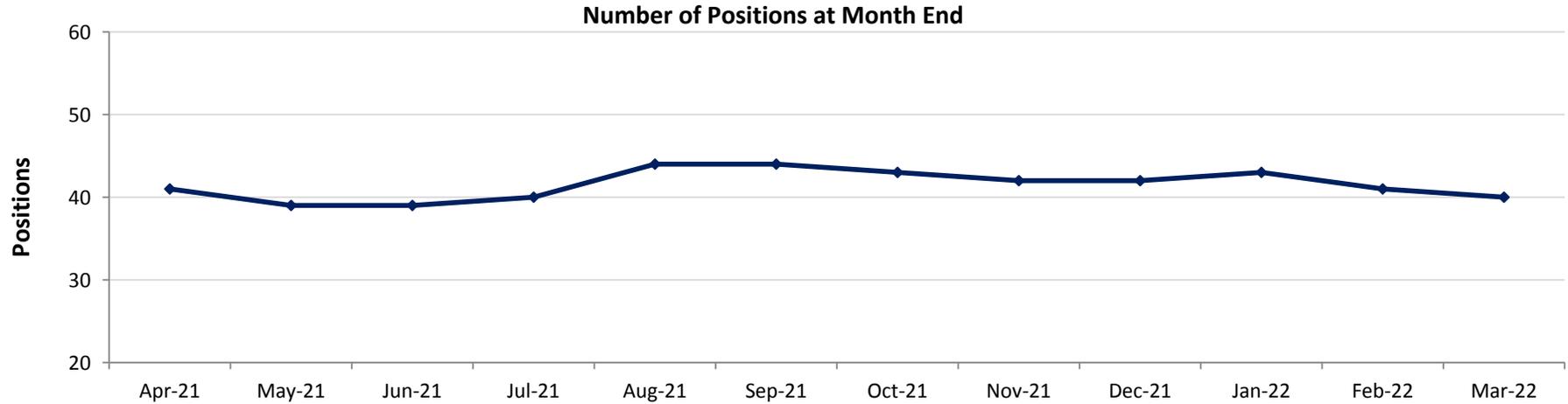
Benchmark: Custom Benchmark (see disclosure)



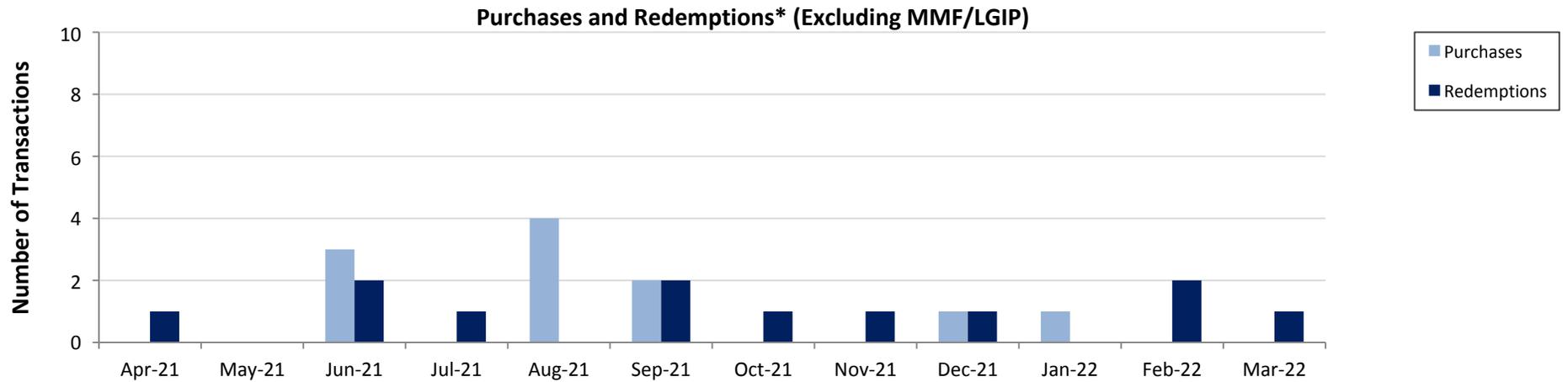
*Index: ICE BofA 0-5Yr Treasury Index

**Inception: January 1901

	1 Month	3 Month	FYTD	1 Year	3 Year	5 Year	Inception
Portfolio	-1.259%	-2.219%	-2.643%	-2.537%	1.117%	1.492%	0.096%
Benchmark	-1.474%	-2.526%	-3.053%	-2.969%	0.936%	1.178%	0.161%
Variance	0.215%	0.307%	0.410%	0.432%	0.181%	0.314%	-0.065%



	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22
Positions	41	39	39	40	44	44	43	42	42	43	41	40



*Redemptions include maturities, calls, and sells

	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22
Purchases	0	0	3	0	4	2	0	0	1	1	0	0
Redemptions	1	0	2	1	0	2	1	1	1	0	2	1
Total	1	0	5	1	4	4	1	1	2	1	2	1

Portfolio Summary

City of Redondo Beach

March 31, 2022

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	Book YTM
Certificates of Deposit	1,736,000.00	1,746,150.64	1,735,424.70	1.80	515	2.57
Corporate Bonds	11,000,000.00	10,932,290.00	10,963,900.31	11.40	393	2.52
LAIF	20,018,196.35	20,018,196.35	20,018,196.35	20.81	1	0.36
U.S. Agencies	40,500,000.00	40,060,660.00	40,569,150.51	42.18	944	1.93
U.S. Treasuries	23,000,000.00	21,546,490.00	22,899,581.10	23.81	1,218	0.59
	96,254,196.35	94,303,786.99	96,186,252.97	100.00	742	1.36

Investments	March 31 Month Ending	Fiscal Year To Date
Total Earnings		
Current Year	107,940.80	1,021,840.46
Average Daily Balance	98,120,286.98	89,024,761.96
Book Rate of Return	1.30%	1.53%

Holdings Report

City of Redondo Beach

March 31, 2022

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
27002YEM4	EagleBank 2.600%	05/10/2022	248,000.00	05/17/2019 2.60%	248,000.00 248,000.00	100.24 0.28%	248,592.72 388.65	0.26% 592.72	NR/NR NR	0.11 0.11
7954503G8	Sallie Mae Bank 2.550%	06/06/2022	248,000.00	06/06/2019 2.60%	247,642.88 247,978.17	100.39 0.22%	248,967.20 2,027.15	0.26% 989.03	NR/NR NR	0.18 0.18
57116ASG4	Marlin Business Bank 2.550%	11/09/2022	248,000.00	05/09/2019 2.56%	248,000.00 248,000.00	101.00 0.59%	250,477.52 398.50	0.26% 2,477.52	NR/NR NR	0.61 0.59
61760AZZ5	Morgan Stanley Private Bank 2.650%	05/09/2024	248,000.00	05/09/2019 2.65%	248,000.00 248,000.00	100.98 1.60%	250,435.36 2,574.78	0.26% 2,435.36	NR/NR NR	2.11 2.01
20033AW51	Comenity Capital Bank 2.750%	05/15/2024	248,000.00	05/15/2019 2.75%	248,000.00 248,000.00	101.19 1.60%	250,946.24 317.64	0.26% 2,946.24	NR/NR NR	2.13 2.03
61690UHB9	Morgan Stanley Bank 2.700%	06/06/2024	248,000.00	06/07/2019 2.75%	247,422.16 247,747.47	101.05 1.62%	250,613.92 2,128.04	0.26% 2,866.45	NR/NR NR	2.19 2.09
949763L95	Wells Fargo Bank NA 2.050%	10/17/2024	248,000.00	10/18/2019 2.10%	247,409.76 247,699.06	99.24 1.71%	246,117.68 208.93	0.26% -1,581.38	NR/NR NR	2.55 2.44
					1,734,474.80		1,746,150.64	1.80%		1.41
Total Certificates of Deposit			1,736,000.00	2.57%	1,735,424.70	1.09%	8,043.69	10,725.94		1.35
Corporate Bonds										
09247XAJ0	BlackRock 3.375%	06/01/2022	2,000,000.00	01/04/2019 3.06%	2,020,000.00 2,000,978.00	100.34 0.77%	2,006,720.00 22,500.00	2.08% 5,742.00	Aa3/AA- NR	0.17 0.16
459200HG9	IBM 1.875%	08/01/2022	2,000,000.00	01/04/2019 3.47%	1,893,600.00 1,990,079.25	100.15 1.03%	2,002,940.00 6,250.00	2.07% 12,860.75	A3/A- NR	0.34 0.32
90331HNV1	US Bank 3.400%	07/24/2023 06/23/2023	2,000,000.00	01/04/2019 3.36%	2,003,380.00 2,000,974.84	101.34 1.74%	2,026,740.00 12,655.56	2.08% 25,765.16	A1/AA- AA-	1.32 1.23
89236TDK8	Toyota Motor Credit 2.250%	10/18/2023	2,000,000.00	01/04/2019 3.37%	1,901,820.00 1,968,279.43	99.65 1.83%	1,992,900.00 20,375.00	2.05% 24,620.57	A1/A+ A+	1.55 1.49
64952WDT7	New York Life 0.400%	10/21/2023	2,000,000.00	09/22/2021 0.28%	2,004,800.00 2,003,588.79	96.89 1.61%	1,937,720.00 3,555.56	2.08% -65,868.79	Aaa/AA+ AAA	1.56 1.53
892331AL3	Toyota Motor 0.681%	03/25/2024 02/25/2024	1,000,000.00	03/25/2021 0.68%	1,000,000.00 1,000,000.00	96.53 1.91%	965,270.00 113.50	1.04% -34,730.00	A1/A+ A+	1.99 1.95
					10,823,600.00		10,932,290.00	11.40%		1.08
Total Corporate Bonds			11,000,000.00	2.52%	10,963,900.31	1.44%	65,449.62	-31,610.31		1.04

LAIF

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Amortizing

Holdings Report

City of Redondo Beach

March 31, 2022

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
LAIF										
9819716	LAIF 0.360%	04/01/2022	20,018,196.35	01/14/2022 0.36%	20,018,196.35 20,018,196.35	1.00 0.36%	20,018,196.35 0.00	20.81% 0.00	NR/NR NR	0.00 0.00
					20,018,196.35		20,018,196.35	20.81%		0.00
Total LAIF			20,018,196.35	0.36%	20,018,196.35	0.36%	0.00	0.00		0.00
U.S. Agencies										
3133EHZP1	FFCB 1.850%	09/20/2022	2,000,000.00	10/06/2017 1.98%	1,987,960.00 1,998,859.44	100.45 0.56%	2,008,900.00 1,130.56	2.08% 10,040.56	Aaa/AA+ AAA	0.47 0.47
3135G0T78	FNMA 2.000%	10/05/2022	2,000,000.00	01/30/2018 2.52%	1,954,580.00 1,995,013.23	100.42 0.86%	2,008,480.00 19,555.56	2.07% 13,466.77	Aaa/AA+ AAA	0.52 0.50
313381BR5	FHLB 1.875%	12/09/2022	2,000,000.00	01/27/2020 1.54%	2,018,560.00 2,004,460.16	100.33 0.89%	2,006,600.00 11,666.67	2.08% 2,139.84	Aaa/AA+ AAA	0.69 0.68
3130AFE78	FHLB 3.000%	12/09/2022	2,000,000.00	01/31/2019 2.68%	2,023,200.00 2,004,158.96	101.11 0.84%	2,022,280.00 18,666.67	2.08% 18,121.04	Aaa/AA+ AAA	0.69 0.68
3133EJUS6	FFCB 2.875%	07/17/2023	4,000,000.00	07/30/2018 2.95%	3,986,000.00 3,996,341.35	101.15 1.14%	4,045,880.00 23,638.89	4.15% 49,538.65	Aaa/AA+ AAA	1.30 1.26
3133EJYL7	FFCB 2.800%	09/05/2023	3,000,000.00	10/19/2018 3.17%	2,949,870.00 2,985,326.41	101.10 1.23%	3,032,970.00 6,066.67	3.10% 47,643.59	Aaa/AA+ AAA	1.43 1.40
3133EJ3Q0	FFCB 2.875%	12/21/2023	2,000,000.00	01/31/2019 2.71%	2,014,600.00 2,005,148.55	101.29 1.41%	2,025,880.00 15,972.22	2.08% 20,731.45	Aaa/AA+ AAA	1.73 1.67
3133EKNX0	FFCB 2.160%	06/03/2024	1,500,000.00	06/05/2019 2.00%	1,511,640.00 1,505,062.56	99.79 1.54%	1,496,910.00 10,620.00	1.56% -8,152.56	Aaa/AA+ AAA	2.18 2.10
3133EKWV4	FFCB 1.850%	07/26/2024	1,000,000.00	08/07/2019 1.64%	1,010,120.00 1,004,723.42	98.99 1.57%	989,910.00 3,340.28	1.04% -14,813.42	Aaa/AA+ AAA	2.32 2.26
3133EKA63	FFCB 1.600%	08/16/2024	2,000,000.00	08/16/2019 1.64%	1,995,911.08 1,998,057.76	98.35 1.57%	1,966,940.00 4,000.00	2.08% -31,117.76	Aaa/AA+ AAA	2.38 2.32
3135G0W66	FNMA 1.625%	10/15/2024	2,000,000.00	02/06/2020 1.47%	2,013,560.00 2,007,337.98	97.98 1.63%	1,959,640.00 14,986.11	2.09% -47,697.98	Aaa/AA+ AAA	2.55 2.46
3130A3GE8	FHLB 2.750%	12/13/2024	2,000,000.00	01/30/2020 1.54%	2,113,320.00 2,062,898.09	100.75 1.66%	2,015,040.00 16,500.00	2.14% -47,858.09	Aaa/AA+ AAA	2.71 2.58
3135G0X24	FNMA 1.625%	01/07/2025	3,000,000.00	01/27/2020 1.60%	3,003,150.00 3,001,762.58	97.63 1.68%	2,928,870.00 11,375.00	3.12% -72,892.58	Aaa/AA+ AAA	2.78 2.69
3130AQEC3	FHLB 1.370%	12/30/2026 06/30/2022	2,000,000.00	12/30/2021 1.37%	2,000,000.00 2,000,000.00	95.36 1.78%	1,907,260.00 6,926.11	2.08% -92,740.00	Aaa/AA+ AAA	4.75 4.27
3130AQLX9	FHLB 1.250%	01/27/2027 07/27/2022	10,000,000.00	01/27/2022 1.25%	10,000,000.00 10,000,000.00	96.45 1.49%	9,645,100.00 22,222.22	10.40% -354,900.00	Aaa/AA+ AAA	4.83 3.79

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Amortizing

Holdings Report

City of Redondo Beach

March 31, 2022

City of Redondo Beach Holdings Report - March 31, 2022										
CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
					40,582,471.08		40,060,660.00	42.18%		2.59
Total U.S. Agencies			40,500,000.00	1.93%	40,569,150.51	1.35%	186,666.96	-508,490.49		2.27
U.S. Treasuries										
91282CAW1	U.S. Treasury 0.250%	11/15/2023	4,000,000.00	08/30/2021 0.27%	3,998,125.00 3,998,619.89	96.90 1.40%	3,875,920.00 3,784.53	4.16% -122,699.89	Aaa/AA+ AAA	1.63 1.61
912828YV6	U.S. Treasury 1.500%	11/30/2024	2,000,000.00	08/09/2021 0.44%	2,069,609.38 2,056,136.60	97.41 1.62%	1,948,280.00 10,054.95	2.14% -107,856.60	Aaa/AA+ AAA	2.67 2.59
91282CAB7	U.S. Treasury 0.250%	07/31/2025	2,000,000.00	08/09/2021 0.57%	1,974,609.38 1,978,701.26	92.71 1.69%	1,854,220.00 828.73	2.06% -124,481.26	Aaa/AA+ AAA	3.34 3.29
91282CAJ0	U.S. Treasury 0.250%	08/31/2025	2,000,000.00	06/28/2021 0.76%	1,958,437.50 1,965,959.63	92.52 1.72%	1,850,460.00 434.78	2.04% -115,499.63	Aaa/AA+ AAA	3.42 3.38
91282CAT8	U.S. Treasury 0.250%	10/31/2025	2,000,000.00	02/03/2021 0.41%	1,985,156.26 1,988,766.44	92.20 1.72%	1,843,980.00 2,099.45	2.07% -144,786.44	Aaa/AA+ AAA	3.59 3.54
91282CAT8	U.S. Treasury 0.250%	10/31/2025	2,000,000.00	02/17/2021 0.50%	1,976,953.14 1,982,416.19	92.20 1.72%	1,843,980.00 2,099.45	2.06% -138,436.19	Aaa/AA+ AAA	3.59 3.54
91282CAZ4	U.S. Treasury 0.375%	11/30/2025	1,000,000.00	02/23/2021 0.56%	991,250.00 993,265.36	92.45 1.72%	924,530.00 1,256.87	1.03% -68,735.36	Aaa/AA+ AAA	3.67 3.61
91282CAZ4	U.S. Treasury 0.375%	11/30/2025	2,000,000.00	06/28/2021 0.80%	1,962,734.38 1,969,099.05	92.45 1.72%	1,849,060.00 2,513.73	2.05% -120,039.05	Aaa/AA+ AAA	3.67 3.61
91282CCF6	U.S. Treasury 0.750%	05/31/2026	1,000,000.00	06/28/2021 0.89%	993,437.50 994,444.87	93.01 1.75%	930,080.00 2,513.74	1.03% -64,364.87	Aaa/AA+ AAA	4.17 4.06
91282CCP4	U.S. Treasury 0.625%	07/31/2026	2,000,000.00	08/09/2021 0.72%	1,990,625.00 1,991,832.35	92.27 1.75%	1,845,460.00 2,071.82	2.07% -146,372.35	Aaa/AA+ AAA	4.34 4.23
91282CCW9	U.S. Treasury 0.750%	08/31/2026	3,000,000.00	09/27/2021 0.90%	2,978,085.93 2,980,339.47	92.68 1.75%	2,780,520.00 1,956.52	3.10% -199,819.47	Aaa/AA+ AAA	4.42 4.31
					22,879,023.47		21,546,490.00	23.81%		3.34
Total U.S. Treasuries			23,000,000.00	0.59%	22,899,581.10	1.66%	29,614.57	-1,353,091.11		3.27
					96,037,765.70		94,303,786.99	100.00%		2.03
TOTAL PORTFOLIO			96,254,196.35	1.36%	96,186,252.97	1.22%	289,774.84	-1,882,465.97		1.88
TOTAL MARKET VALUE PLUS ACCRUED INTEREST							94,593,561.83			

Maturity Report

City of Redondo Beach

March 31, 2022

CUSIP	Issuer	Purchase Date	Book Value	Coupon Rate	Maturity Date	Remaining Par	Term	Market Value	Book YTM	Days to Maturity
9819716	LAIF	04/28/2021	20,018,196.35	0.360%	04/01/2022	20,018,196.35	1	20,018,196.35	0.36%	1
27002YEM4	EagleBank	05/17/2019	248,000.00	2.600%	05/10/2022	248,000.00	1,049	248,592.72	2.60%	40
09247XAJ0	BlackRock	01/04/2019	2,000,978.00	3.375%	06/01/2022	2,000,000.00	1,182	2,006,720.00	3.06%	62
7954503G8	Sallie Mae Bank	06/06/2019	247,978.17	2.550%	06/06/2022	248,000.00	1,029	248,967.20	2.60%	67
459200HG9	IBM	01/04/2019	1,990,079.25	1.875%	08/01/2022	2,000,000.00	1,182	2,002,940.00	3.47%	123
3133EHZP1	FFCB	10/06/2017	1,998,859.44	1.850%	09/20/2022	2,000,000.00	1,637	2,008,900.00	1.98%	173
3135G0T78	FNMA	01/30/2018	1,995,013.23	2.000%	10/05/2022	2,000,000.00	1,521	2,008,480.00	2.52%	188
57116ASG4	Marlin Business Bank	05/09/2019	248,000.00	2.550%	11/09/2022	248,000.00	1,057	250,477.52	2.56%	223
3130AFE78	FHLB	01/31/2019	2,004,158.96	3.000%	12/09/2022	2,000,000.00	1,155	2,022,280.00	2.68%	253
313381BR5	FHLB	01/27/2020	2,004,460.16	1.875%	12/09/2022	2,000,000.00	794	2,006,600.00	1.54%	253
3133EJUS6	FFCB	07/30/2018	3,996,341.35	2.875%	07/17/2023	4,000,000.00	1,340	4,045,880.00	2.95%	473
90331HNV1	US Bank	01/04/2019	2,000,974.84	3.400%	07/24/2023	2,000,000.00	1,182	2,026,740.00	3.36%	480
3133EJYL7	FFCB	10/19/2018	2,985,326.41	2.800%	09/05/2023	3,000,000.00	1,259	3,032,970.00	3.17%	523
89236TDK8	Toyota Motor Credit	01/04/2019	1,968,279.43	2.250%	10/18/2023	2,000,000.00	1,182	1,992,900.00	3.37%	566
64952WDT7	New York Life	09/22/2021	2,003,588.79	0.400%	10/21/2023	2,000,000.00	190	1,937,720.00	0.28%	569
91282CAW1	U.S. Treasury	08/30/2021	3,998,619.89	0.250%	11/15/2023	4,000,000.00	213	3,875,920.00	0.27%	594
3133EJ3Q0	FFCB	01/31/2019	2,005,148.55	2.875%	12/21/2023	2,000,000.00	1,155	2,025,880.00	2.71%	630
892331AL3	Toyota Motor	03/25/2021	1,000,000.00	0.681%	03/25/2024	1,000,000.00	371	965,270.00	0.68%	725
61760AZZ5	Morgan Stanley Private Bank	05/09/2019	248,000.00	2.650%	05/09/2024	248,000.00	1,057	250,435.36	2.65%	770
20033AW51	Comenity Capital Bank	05/15/2019	248,000.00	2.750%	05/15/2024	248,000.00	1,051	250,946.24	2.75%	776
3133EKNX0	FFCB	06/05/2019	1,505,062.56	2.160%	06/03/2024	1,500,000.00	1,030	1,496,910.00	2.00%	795
61690UHB9	Morgan Stanley Bank	06/07/2019	247,747.47	2.700%	06/06/2024	248,000.00	1,028	250,613.92	2.75%	798
3133EKVV4	FFCB	08/07/2019	1,004,723.42	1.850%	07/26/2024	1,000,000.00	967	989,910.00	1.64%	848
3133EKA63	FFCB	08/16/2019	1,998,057.76	1.600%	08/16/2024	2,000,000.00	958	1,966,940.00	1.64%	869
3135G0W66	FNMA	02/06/2020	2,007,337.98	1.625%	10/15/2024	2,000,000.00	784	1,959,640.00	1.47%	929
949763L95	Wells Fargo Bank NA	10/18/2019	247,699.06	2.050%	10/17/2024	248,000.00	895	246,117.68	2.10%	931
912828YV6	U.S. Treasury	08/09/2021	2,056,136.60	1.500%	11/30/2024	2,000,000.00	234	1,948,280.00	0.44%	975
3130A3GE8	FHLB	01/30/2020	2,062,898.09	2.750%	12/13/2024	2,000,000.00	791	2,015,040.00	1.54%	988
3135G0X24	FNMA	01/27/2020	3,001,762.58	1.625%	01/07/2025	3,000,000.00	794	2,928,870.00	1.60%	1,013
91282CAB7	U.S. Treasury	08/09/2021	1,978,701.26	0.250%	07/31/2025	2,000,000.00	234	1,854,220.00	0.57%	1,218
91282CAJ0	U.S. Treasury	06/28/2021	1,965,959.63	0.250%	08/31/2025	2,000,000.00	276	1,850,460.00	0.76%	1,249
91282CAT8	U.S. Treasury	02/03/2021	1,982,416.19	0.250%	10/31/2025	2,000,000.00	421	1,843,980.00	0.50%	1,310
91282CAT8	U.S. Treasury	02/03/2021	1,988,766.44	0.250%	10/31/2025	2,000,000.00	421	1,843,980.00	0.41%	1,310
91282CAZ4	U.S. Treasury	02/23/2021	993,265.36	0.375%	11/30/2025	1,000,000.00	401	924,530.00	0.56%	1,340
91282CAZ4	U.S. Treasury	02/23/2021	1,969,099.05	0.375%	11/30/2025	2,000,000.00	401	1,849,060.00	0.80%	1,340
91282CCF6	U.S. Treasury	06/28/2021	994,444.87	0.750%	05/31/2026	1,000,000.00	276	930,080.00	0.89%	1,522

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Amortizing

Maturity Report

City of Redondo Beach

March 31, 2022

CUSIP	Issuer	Purchase Date	Book Value	Coupon Rate	Maturity Date	Remaining Par	Term	Market Value	Book YTM	Days to Maturity
91282CCP4	U.S. Treasury	08/09/2021	1,991,832.35	0.625%	07/31/2026	2,000,000.00	234	1,845,460.00	0.72%	1,583
91282CCW9	U.S. Treasury	09/27/2021	2,980,339.47	0.750%	08/31/2026	3,000,000.00	185	2,780,520.00	0.90%	1,614
3130AQEC3	FHLB	12/30/2021	2,000,000.00	1.370%	12/30/2026	2,000,000.00	91	1,907,260.00	1.37%	1,735
3130AQLX9	FHLB	01/27/2022	10,000,000.00	1.250%	01/27/2027	10,000,000.00	63	9,645,100.00	1.25%	1,763
Net Maturities and Averages			96,186,252.97			96,254,196.35		94,303,786.99	1.36%	742

Summary by Issuer

City of Redondo Beach

March 31, 2022

Issuer	Number of Investments	Par Value	Book Value	% of Portfolio	Book YTM	Days to Maturity
U.S. Treasury	11	23,000,000.00	22,899,581.10	23.81	0.59	1,218
LAIF	1	20,018,196.35	20,018,196.35	20.81	0.36	1
FHLB	5	18,000,000.00	18,071,517.21	18.79	1.49	1,336
FFCB	7	15,500,000.00	15,493,519.50	16.11	2.49	571
FNMA	3	7,000,000.00	7,004,113.79	7.28	1.83	754
Toyota	2	3,000,000.00	2,968,279.43	3.09	2.46	620
New York Life	1	2,000,000.00	2,003,588.79	2.08	0.28	569
US Bancorp	1	2,000,000.00	2,000,974.84	2.08	3.36	480
BlackRock	1	2,000,000.00	2,000,978.00	2.08	3.06	62
IBM	1	2,000,000.00	1,990,079.25	2.07	3.47	123
Comenity Capital Bank	1	248,000.00	248,000.00	0.26	2.75	776
EagleBank	1	248,000.00	248,000.00	0.26	2.60	40
Morgan Stanley Private Bank	1	248,000.00	248,000.00	0.26	2.65	770
Marlin Business Bank	1	248,000.00	248,000.00	0.26	2.56	223
Sallie Mae Bank	1	248,000.00	247,978.17	0.26	2.60	67
Wells Fargo	1	248,000.00	247,699.06	0.26	2.10	931
Morgan Stanley Bank	1	248,000.00	247,747.47	0.26	2.75	798
Total and Average	40	96,254,196.35	96,186,252.97	100.00%	1.36	742

Income Earned Summary

City of Redondo Beach

March 31, 2022

Income Earned Summary		
	March 31 Month End	Fiscal Year To Date
Interest		
Interest Received/Purchased	98,464.63	1,046,462.16
Plus Accrued Interest at End of Period	289,774.84	289,774.84
Less Accrued Interest at Beginning of Period	-283,520.03	-357,236.85
Interest Earned During Period	104,719.44	979,000.15
Total Adjustments for Amortization/Accretion	3,221.36	2,198.34
Total Capital Gains or Losses	0.00	40,641.98
Total Earnings During Period	107,940.80	1,021,840.46

Income Earned

City of Redondo Beach

March 01, 2022 - March 31, 2022

CUSIP	Issuer	Maturity Date	Ending Par Value	Beginning Book Value	Ending Book Value	Beginning Accrued	Int.Received /Purchased	Ending Accrued	Interest Earned	Amortization/ Accretion	Net Income Earned
Certificates of Deposit											
27002YEM4	EagleBank	05/10/2022	248,000.00	248,000.00	248,000.00	335.65	494.64	388.65	547.64	0.00	547.64
7954503G8	Sallie Mae Bank	06/06/2022	248,000.00	247,968.07	247,978.17	1,490.04	0.00	2,027.15	537.11	10.10	547.21
57116ASG4	Marlin Business Bank	11/09/2022	248,000.00	248,000.00	248,000.00	346.52	485.13	398.50	537.11	0.00	537.11
61760AZZ5	Morgan Stanley Private Bank	05/09/2024	248,000.00	248,000.00	248,000.00	2,016.61	0.00	2,574.78	558.17	0.00	558.17
20033AW51	Comenity Capital Bank	05/15/2024	248,000.00	248,000.00	248,000.00	261.59	523.18	317.64	579.23	0.00	579.23
61690UHB9	Morgan Stanley Bank	06/06/2024	248,000.00	247,737.66	247,747.47	1,559.34	0.00	2,128.04	568.70	9.81	578.51
949763L95	Wells Fargo Bank NA	10/17/2024	248,000.00	247,689.04	247,699.06	167.15	390.01	208.93	431.79	10.02	441.81
Certificates of Deposit - Sub Total			1,736,000.00	1,735,394.77	1,735,424.70	6,176.90	1,892.96	8,043.69	3,759.75	29.93	3,789.68
Corporate Bonds											
09247XAJ0	BlackRock	06/01/2022	2,000,000.00	2,001,515.89	2,000,978.00	16,875.00	0.00	22,500.00	5,625.00	-537.90	5,087.10
459200HG9	IBM	08/01/2022	2,000,000.00	1,987,351.05	1,990,079.25	3,125.00	0.00	6,250.00	3,125.00	2,728.21	5,853.21
12572QAE5	CME Group	09/15/2022	0.00	2,003,425.10	0.00	27,666.67	32,666.67	0.00	5,000.00	-643.67	4,356.33
90331HNV1	US Bank	07/24/2023	2,000,000.00	2,001,042.85	2,000,974.84	6,988.89	0.00	12,655.56	5,666.67	-68.01	5,598.66
89236TDK8	Toyota Motor Credit	10/18/2023	2,000,000.00	1,966,400.12	1,968,279.43	16,625.00	0.00	20,375.00	3,750.00	1,879.32	5,629.32
64952WDT7	New York Life	10/21/2023	2,000,000.00	2,003,800.27	2,003,588.79	2,888.89	0.00	3,555.56	666.67	-211.48	455.19
892331AL3	Toyota Motor	03/25/2024	1,000,000.00	1,000,000.00	1,000,000.00	2,951.00	3,405.00	113.50	567.50	0.00	567.50
Corporate Bonds - Sub Total			11,000,000.00	12,963,535.27	10,963,900.31	77,120.45	36,071.67	65,449.62	24,400.84	3,146.45	27,547.29
LAIF											
9819716	LAIF	04/01/2022	20,018,196.35	20,018,196.35	20,018,196.35	0.00	0.00	0.00	0.00	0.00	0.00
LAIF - Sub Total			20,018,196.35	20,018,196.35	20,018,196.35	0.00	0.00	0.00	0.00	0.00	0.00
U.S. Agencies											
3133EHZP1	FFCB	09/20/2022	2,000,000.00	1,998,636.73	1,998,859.44	16,547.22	18,500.00	1,130.56	3,083.34	222.71	3,306.05
3135G0T78	FNMA	10/05/2022	2,000,000.00	1,994,150.66	1,995,013.23	16,222.22	0.00	19,555.56	3,333.34	862.58	4,195.92
313381BR5	FHLB	12/09/2022	2,000,000.00	2,005,053.64	2,004,460.16	8,541.67	0.00	11,666.67	3,125.00	-593.49	2,531.51
3130AFE78	FHLB	12/09/2022	2,000,000.00	2,004,693.45	2,004,158.96	13,666.67	0.00	18,666.67	5,000.00	-534.49	4,465.51
3133EJUS6	FFCB	07/17/2023	4,000,000.00	3,996,090.65	3,996,341.35	14,055.56	0.00	23,638.89	9,583.33	250.70	9,834.03
3133EJYL7	FFCB	09/05/2023	3,000,000.00	2,984,384.33	2,985,326.41	41,066.67	42,000.00	6,066.67	7,000.00	942.08	7,942.08
3133EJ3Q0	FFCB	12/21/2023	2,000,000.00	2,005,413.86	2,005,148.55	11,180.56	0.00	15,972.22	4,791.66	-265.30	4,526.36
3133EKNX0	FFCB	06/03/2024	1,500,000.00	1,505,276.20	1,505,062.56	7,920.00	0.00	10,620.00	2,700.00	-213.64	2,486.36
3133EKWV4	FFCB	07/26/2024	1,000,000.00	1,004,910.10	1,004,723.42	1,798.61	0.00	3,340.28	1,541.67	-186.67	1,355.00
3133EKA63	FFCB	08/16/2024	2,000,000.00	1,997,982.80	1,998,057.76	1,333.33	0.00	4,000.00	2,666.67	74.96	2,741.63

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Amortizing

Income Earned

City of Redondo Beach

March 01, 2022 - March 31, 2022

CUSIP	Issuer	Maturity Date	Ending Par Value	Beginning Book Value	Ending Book Value	Beginning Accrued	Int.Received /Purchased	Ending Accrued	Interest Earned	Amortization/ Accretion	Net Income Earned
U.S. Agencies											
3135G0W66	FNMA	10/15/2024	2,000,000.00	2,007,602.91	2,007,337.98	12,277.78	0.00	14,986.11	2,708.33	-264.94	2,443.39
3130A3GE8	FHLB	12/13/2024	2,000,000.00	2,064,966.69	2,062,898.09	11,916.67	0.00	16,500.00	4,583.33	-2,068.59	2,514.74
3135G0X24	FNMA	01/07/2025	3,000,000.00	3,001,820.98	3,001,762.58	7,312.50	0.00	11,375.00	4,062.50	-58.40	4,004.10
3130AQEC3	FHLB	12/30/2026	2,000,000.00	2,000,000.00	2,000,000.00	4,642.78	0.00	6,926.11	2,283.33	0.00	2,283.33
3130AQLX9	FHLB	01/27/2027	10,000,000.00	10,000,000.00	10,000,000.00	11,805.56	0.00	22,222.22	10,416.66	0.00	10,416.66
U.S. Agencies - Sub Total			40,500,000.00	40,570,982.99	40,569,150.51	180,287.80	60,500.00	186,666.96	66,879.16	-1,832.49	65,046.67
U.S. Treasuries											
91282CAW1	U.S. Treasury	11/15/2023	4,000,000.00	3,998,547.86	3,998,619.89	2,928.18	0.00	3,784.53	856.35	72.03	928.38
912828YV6	U.S. Treasury	11/30/2024	2,000,000.00	2,057,921.45	2,056,136.60	7,500.00	0.00	10,054.95	2,554.95	-1,784.86	770.09
91282CAB7	U.S. Treasury	07/31/2025	2,000,000.00	1,978,159.17	1,978,701.26	400.55	0.00	828.73	428.18	542.09	970.27
91282CAJ0	U.S. Treasury	08/31/2025	2,000,000.00	1,965,114.75	1,965,959.63	13.59	0.00	434.78	421.19	844.88	1,266.07
91282CAT8	U.S. Treasury	10/31/2025	4,000,000.00	3,970,500.69	3,971,182.63	3,342.54	0.00	4,198.90	856.36	681.94	1,538.30
91282CAZ4	U.S. Treasury	11/30/2025	3,000,000.00	2,961,493.74	2,962,364.42	2,812.50	0.00	3,770.60	958.10	870.67	1,828.77
91282CCF6	U.S. Treasury	05/31/2026	1,000,000.00	994,331.72	994,444.87	1,875.00	0.00	2,513.74	638.74	113.15	751.89
91282CCP4	U.S. Treasury	07/31/2026	2,000,000.00	1,991,672.40	1,991,832.35	1,001.38	0.00	2,071.82	1,070.44	159.95	1,230.39
91282CCW9	U.S. Treasury	08/31/2026	3,000,000.00	2,979,961.85	2,980,339.47	61.14	0.00	1,956.52	1,895.38	377.62	2,273.00
U.S. Treasuries - Sub Total			23,000,000.00	22,897,703.65	22,899,581.10	19,934.88	0.00	29,614.57	9,679.69	1,877.46	11,557.15
Grand Total			96,254,196.35	98,185,813.03	96,186,252.97	283,520.03	98,464.63	289,774.84	104,719.44	3,221.36	107,940.80

Realized Gains and Losses

City of Redondo Beach

March 01, 2022 - March 31, 2022

CUSIP Issuer	Purchase Date	Par Value Coupon Rate	Sale Date Maturity Date	Days Held Term	Book Value	Maturity/Sales Proceeds	Realized Gain/Loss
Corporate Bonds							
12572QAE5 CME Group	05/06/2019	2,000,000.00 3.000%	03/31/2022 09/15/2022	1,060 1,228	2,016,420.00	2,016,420.00	0.00
Total Corporate Bonds					2,016,420.00	2,016,420.00	0.00
Grand Total					2,016,420.00	2,016,420.00	0.00

Transaction Report

City of Redondo Beach

March 01, 2022 - March 31, 2022

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
03/07/2022	Interest	3133EJYL7	FFCB 2.8 09/05/23	09/05/2023	-	-	42,000.00	-	-
03/09/2022	Interest	57116ASG4	MRLN 2.55 11/09/22	11/09/2022	-	-	485.13	-	-
03/10/2022	Interest	27002YEM4	EGBN 2.6 05/10/22	05/10/2022	-	-	494.64	-	-
03/15/2022	Interest	20033AW51	ADS 2 3/4 05/15/24	05/15/2024	-	-	523.18	-	-
03/15/2022	Interest	12572QAE5	CME 3 09/15/22	09/15/2022	-	-	30,000.00	-	-
03/17/2022	Interest	949763L95	WFC 2.05 10/17/24	10/17/2024	-	-	390.01	-	-
03/21/2022	Interest	3133EHZP1	FFCB 1.85 09/20/22	09/20/2022	-	-	18,500.00	-	-
03/25/2022	Interest	892331AL3	TOYOTA 0.681 03/25/24	03/25/2024	-	-	3,405.00	-	-
03/31/2022	Call	12572QAE5	CME 3 09/15/22	09/15/2022	-	2,016,420.00	2,666.67	-	-
Grand Total:					0.00	2,016,420.00	98,464.63	0.00	0.00

Bank of America Accounts & LAIF Accounts

Account	Checking	LAIF	Total
General Fund 001		20,018,196.35	20,018,196.35
General Fund 002	14,063,300.16	-	14,063,300.16
Parking Authority Fund 003	960.31	5,153.81	6,114.12
Housing Authority Fund 004	2,229,750.06	-	2,229,750.06
Redevelopment Agency Fund 005	754,171.17	1,860,593.56	2,614,764.73
Public Finance Authority Fund 006	2,751,817.62	177,536.20	2,929,353.82
Workmens-Comp Fund 007	1,405,220.21		1,405,220.21
Measure-R-Local-Return Fund 008	1,876,201.32		1,876,201.32
City of Redondo Beach-FSA Fund 009	92,273.93		92,273.93
Trust Account Fund 011	7,364.40		7,364.40
TOTAL			45,242,539.10

Disclosure

Custom Benchmark: 30 Month Moving Average of the ICE BofA 0-5Yr Treasury Index

Note: The portfolio is not managed on a total return basis, nor is it managed to a specific index; rather, the portfolio is managed to ensure liquidity with the majority of the portfolio needed to fund debt and pension payments. Performance of the portfolio can differ greatly from the index depending on interest rate movements, and cash flow needs of the portfolio.

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Portfolio Metrics	3/31/2022	12/31/2021	Change
Market Value	\$94,303,787	\$91,810,454	
Book Value	\$96,186,253	\$91,173,857	
Par Value	\$96,254,196	\$91,248,320	
Net Asset Value	\$0.980	\$1.007	-\$0.027
Portfolio Book Yield	1.36%	1.41%	-0.05%
Benchmark Yield*	0.59%	0.62%	-0.03%
2Yr Treasury Note Yield	2.33%	0.73%	1.60%
LAIF Yield (monthly avg)**	0.22%	0.21%	0.01%
Average Years to Maturity	2.03	1.81	0.22
Effective Duration	1.88	2.00	(0.12)

* Benchmark is the 30 Month Moving Average of the 0-5Yr Treasury Index **LAIF rate is estimated for current month/quarter end

Sectors (Book Value)	3/31/2022	12/31/2021	Change
Federal Agency	\$40,569,151	\$30,574,250	\$9,994,900
LAIF	\$20,018,196	\$20,012,320	\$5,876
Corporate	\$10,963,900	\$15,957,757	-\$4,993,856
Commercial Paper	\$0	\$0	\$0
Certificates of Deposit	\$1,735,425	\$1,735,339	\$86
U.S. Treasury	\$22,899,581	\$22,894,191	\$5,390
Total	\$96,186,253	\$91,173,857	\$5,012,396



Quarterly Economic and Market Update

March 2022

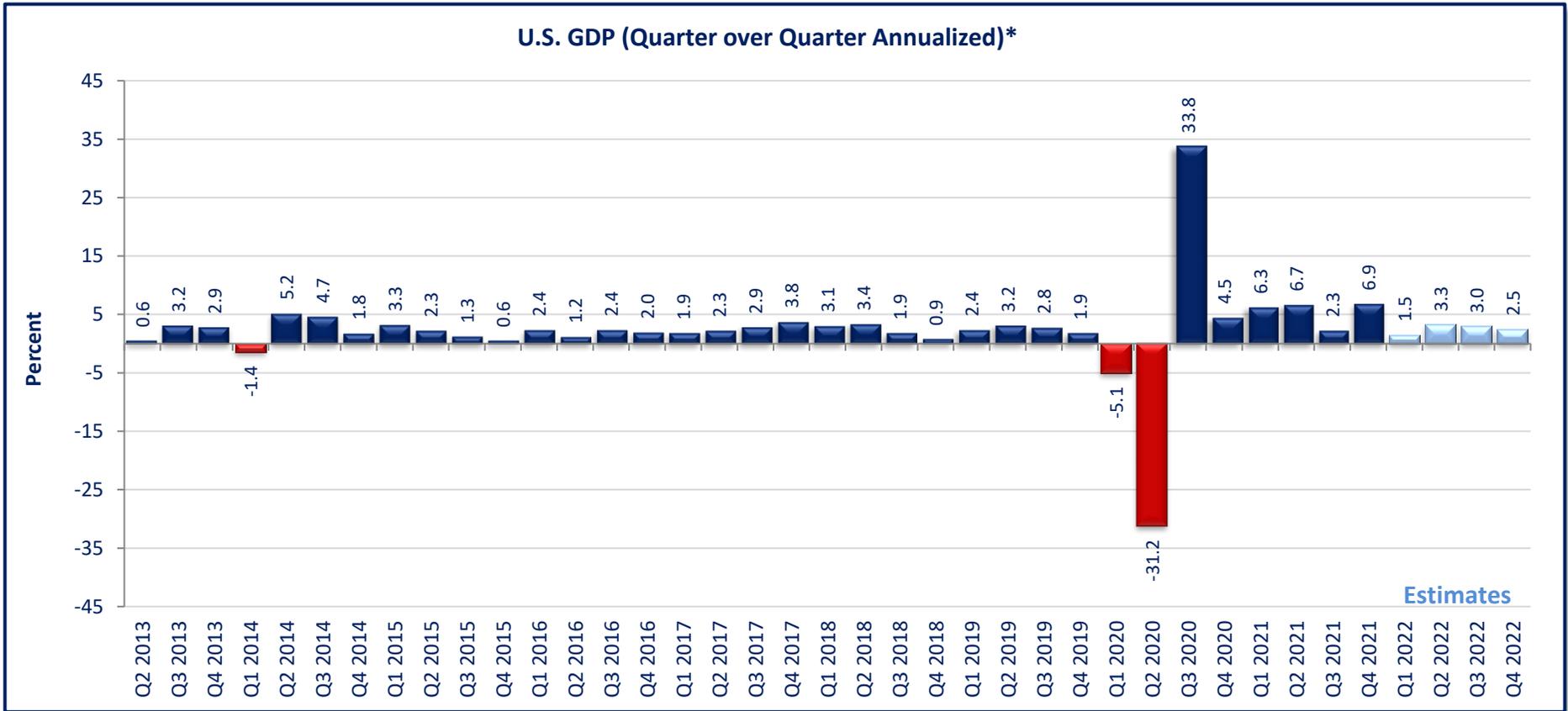
Economic and Market Update
3/31/2022

Item	3/31/2022	12/31/2021	Change
U.S. Payrolls Monthly Change	431,000	588,000	(157,000)
Unemployment Rate	3.6%	3.9%	(0.3%)
Labor Force Participation	62.4%	61.9%	0.5%
Effective Fed Funds Rate	0.33%	0.07%	0.26%
3 Month T-Bill	0.50%	0.04%	0.45%
2 Year T-Note	2.34%	0.73%	1.60%
3 Year T-Note	2.51%	0.96%	1.56%
5 Year T-Note	2.46%	1.26%	1.20%
10 Year T-Note	2.34%	1.51%	0.83%
U.S. Fed Debt Avg Yield*	1.50%	1.43%	0.07%
30 Year Mortgage Rate	4.90%	3.27%	1.63%
1-5 Yr Agency Spread	0.02%	-0.01%	0.03%
1-5 Yr A-AAA Corporate Spread	0.47%	0.34%	0.13%
Dow Jones	34,678	36,338	(4.6%)
S&P 500	4,530	4,766	(4.9%)
Consumer Price Index YOY*	8.2%	7.0%	1.2%
U.S. Avg Regular Unleaded	\$4.22	\$3.29	\$0.93
Retail Sales YOY*	5.6%	16.6%	(11.0%)
Case-Shiller Home Prices YOY*	19.1%	18.4%	0.7%
Gold (per ounce)	\$1,937.44	\$1,829.20	\$108.24
Dollar Index	98.31	95.67	2.64
Consumer Confidence	107.2	111.1	(3.9)

*Estimates for the current quarter/month, some data are lagged

Sources: FHN Main Street and Bloomberg

Economic and Market Update
3/31/2022



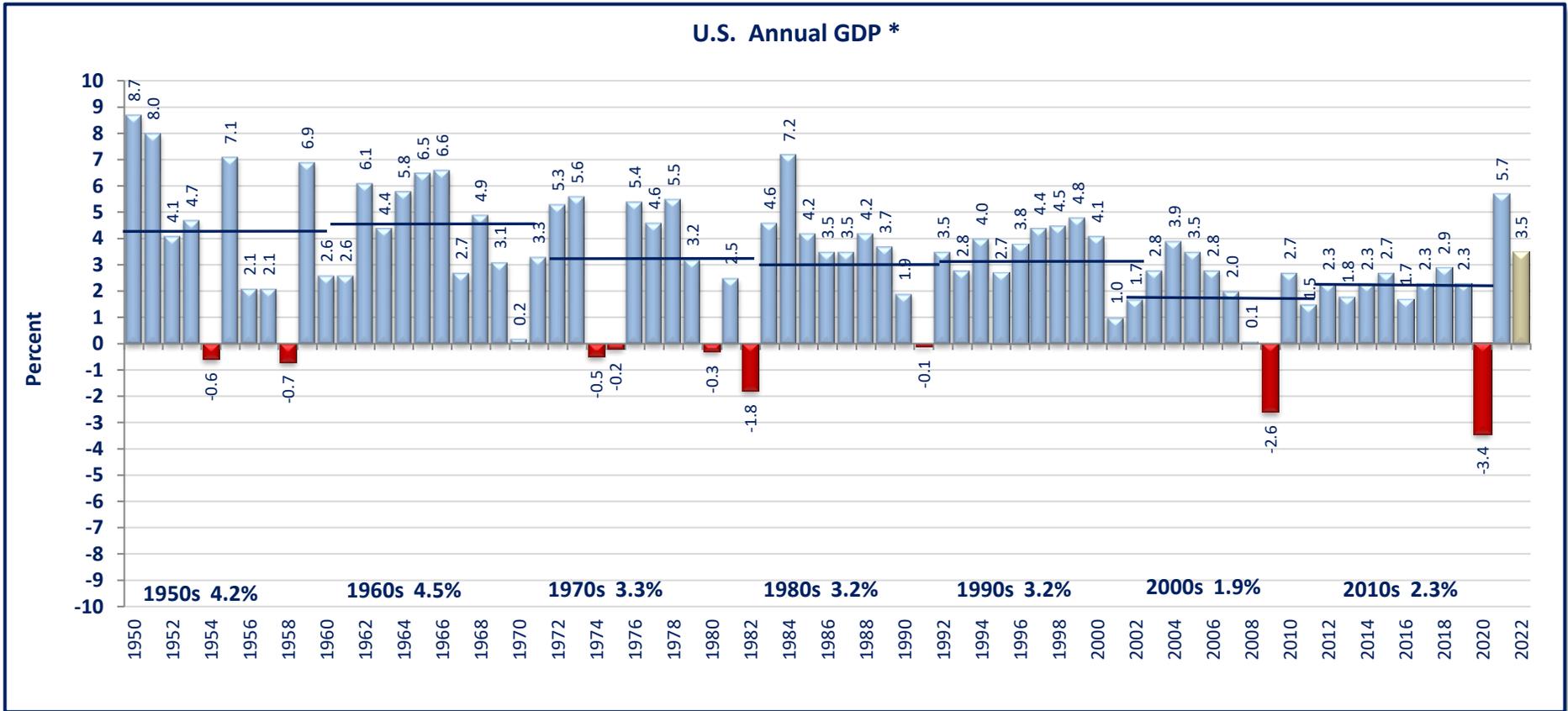
* Real Rate (Inflation Adjusted)

Source: Bureau of Economic Analysis

Estimate: Bloomberg's Survey of Economists

As of: 3/31/2022

Economic and Market Update
3/31/2022



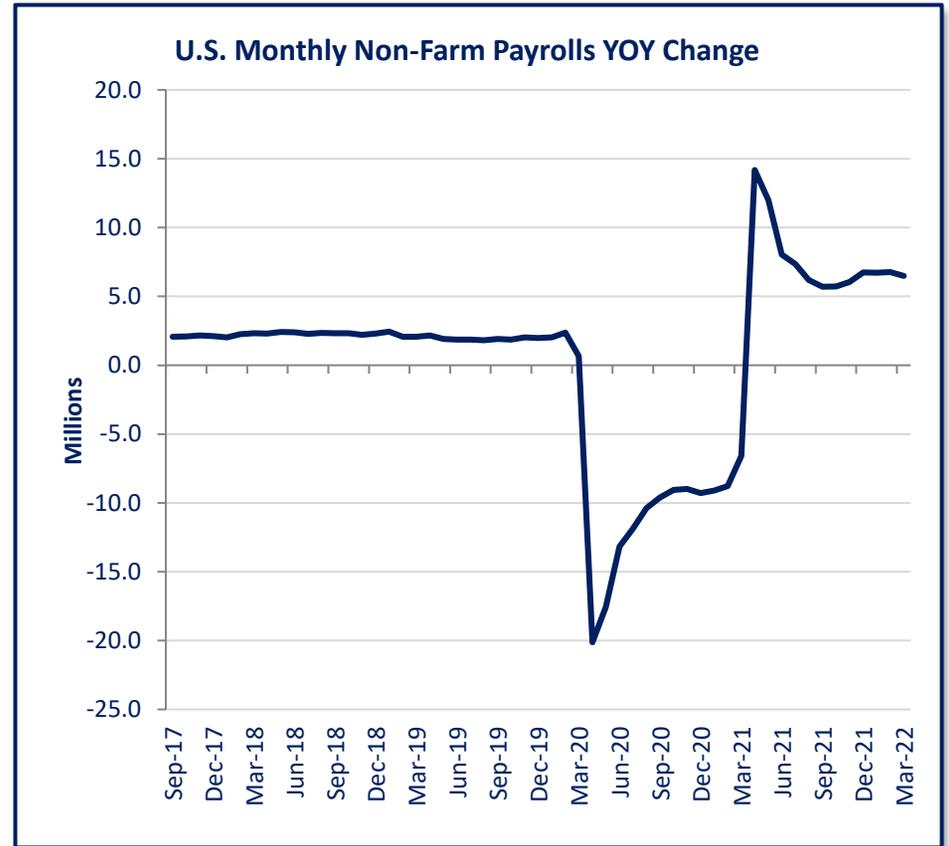
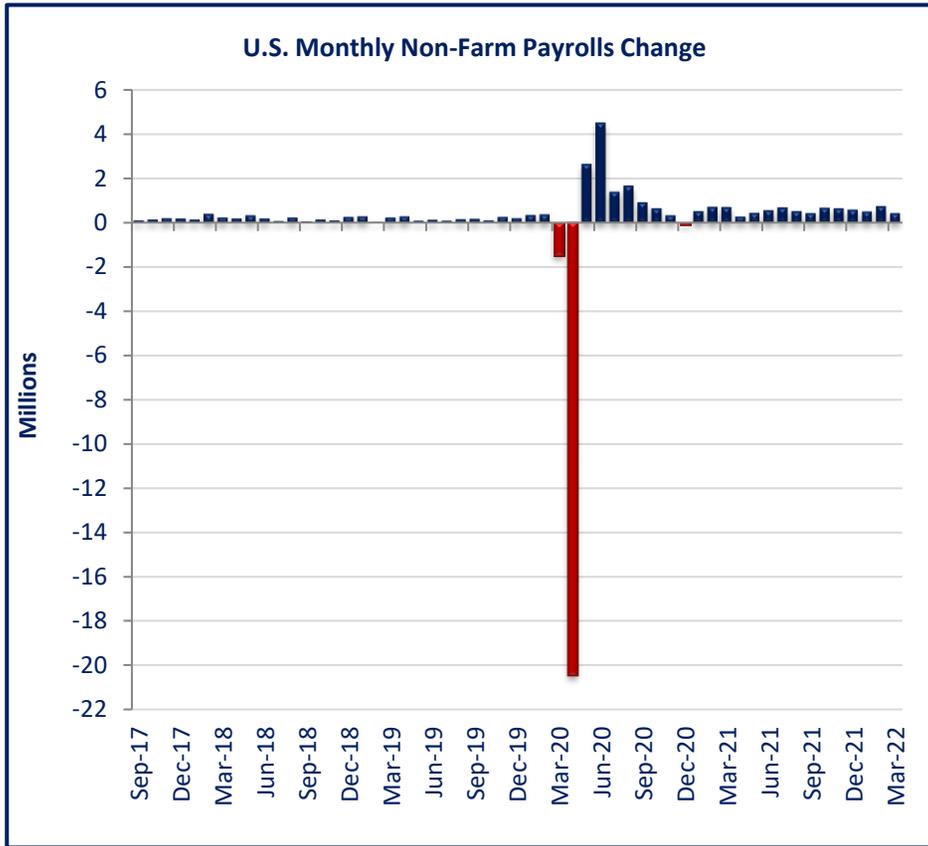
* Real Rate (Inflation Adjusted)

Source: Bureau of Economic Analysis

Estimate: Bloomberg's Survey of Economists

As of: 3/31/2022

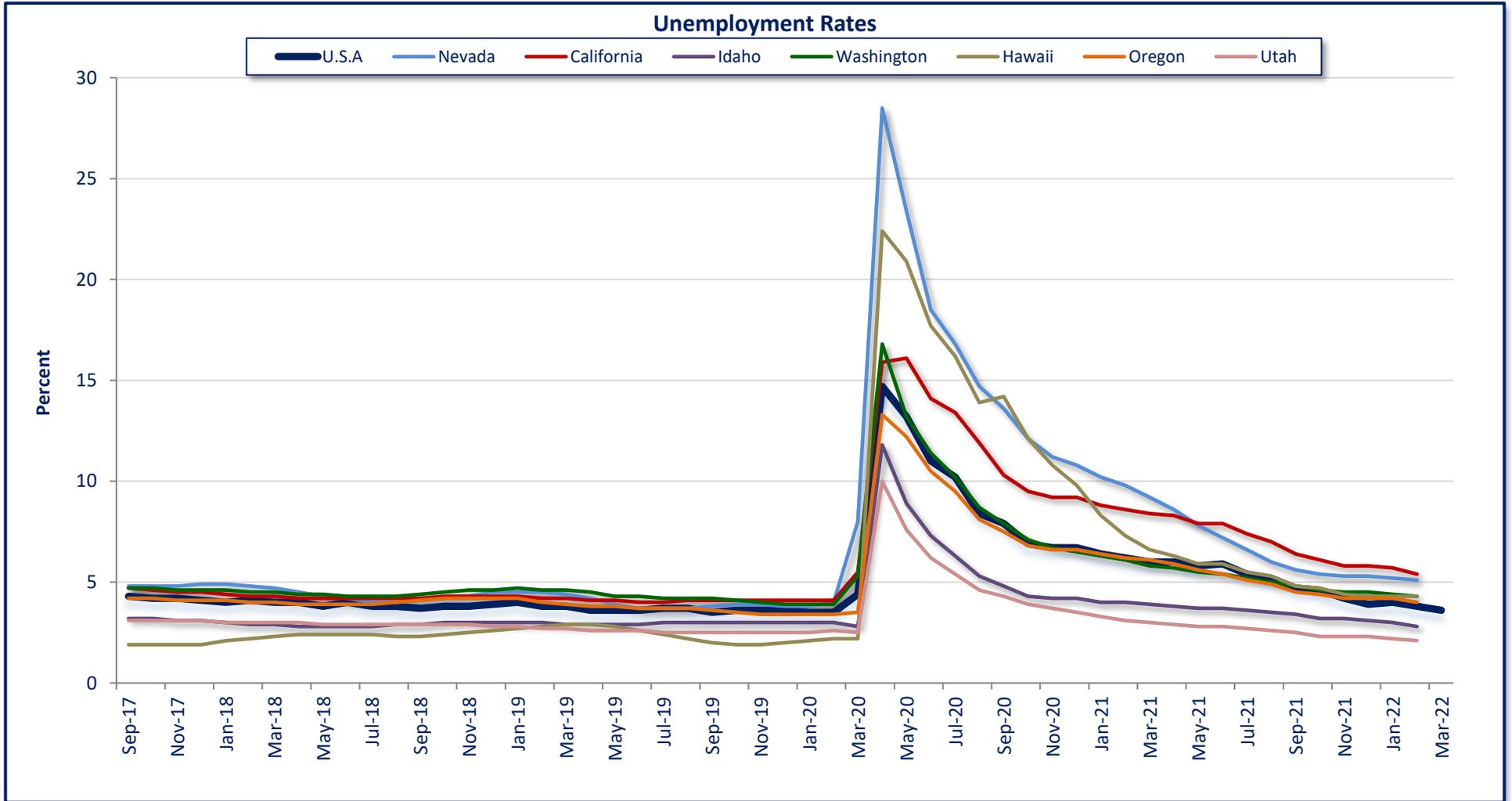
Economic and Market Update
3/31/2022



12 Month Average Job Change **541,167**

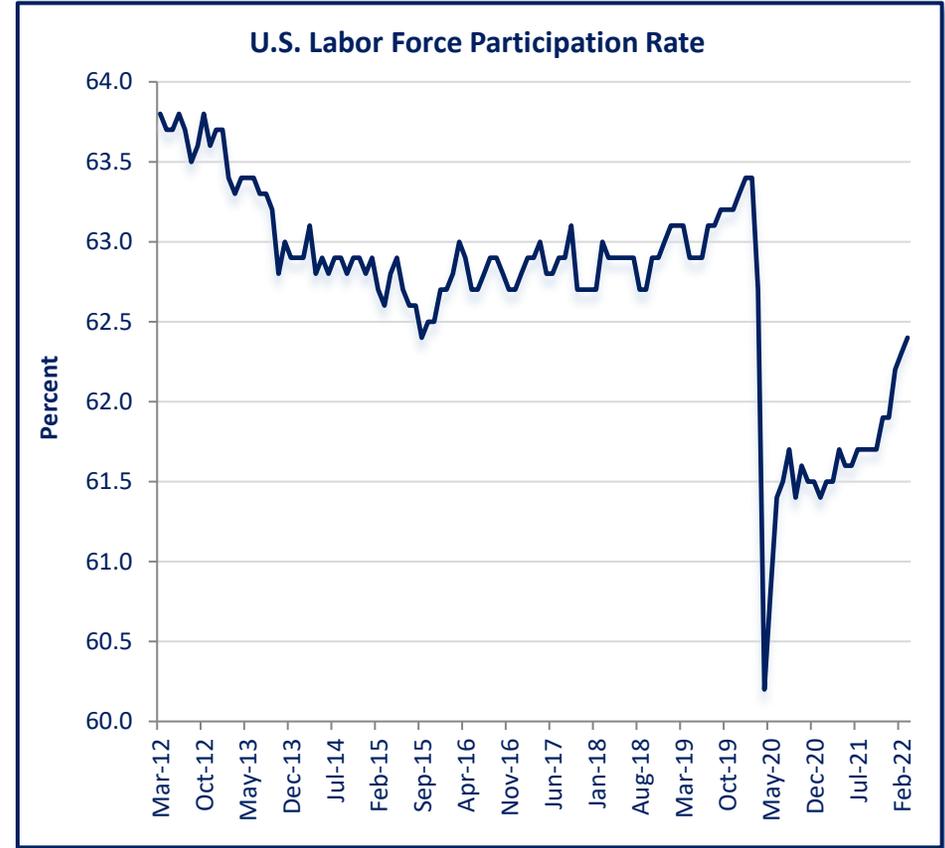
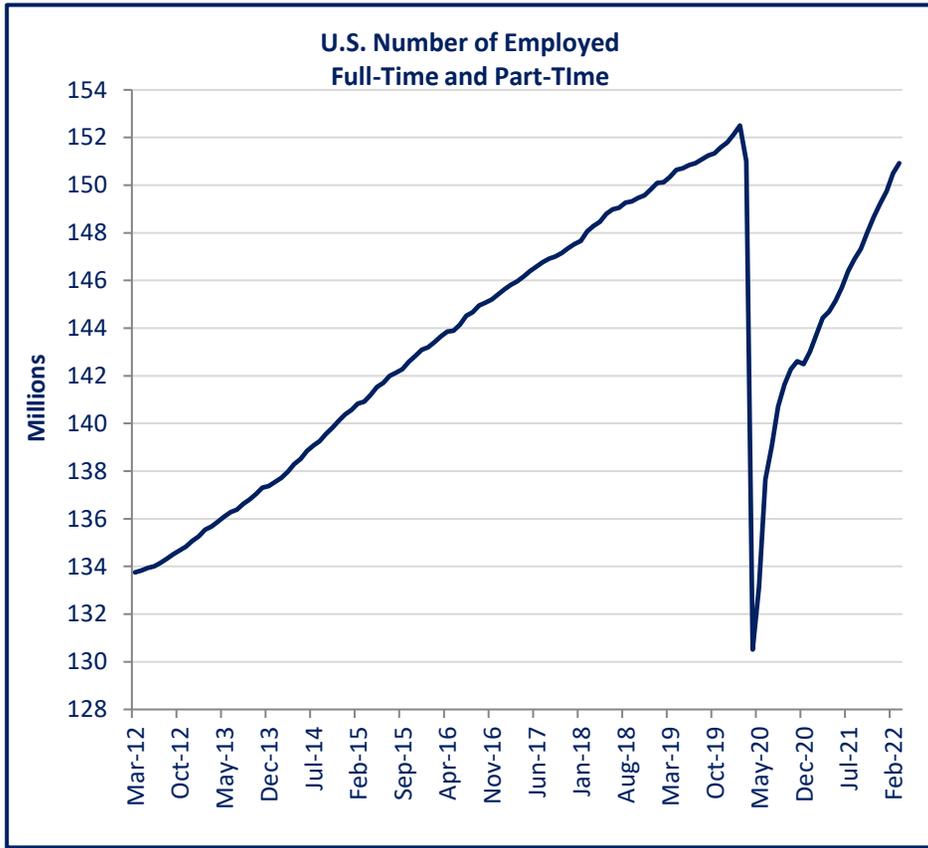
Source: Bureau of Labor Statistics

Economic and Market Update 3/31/2022

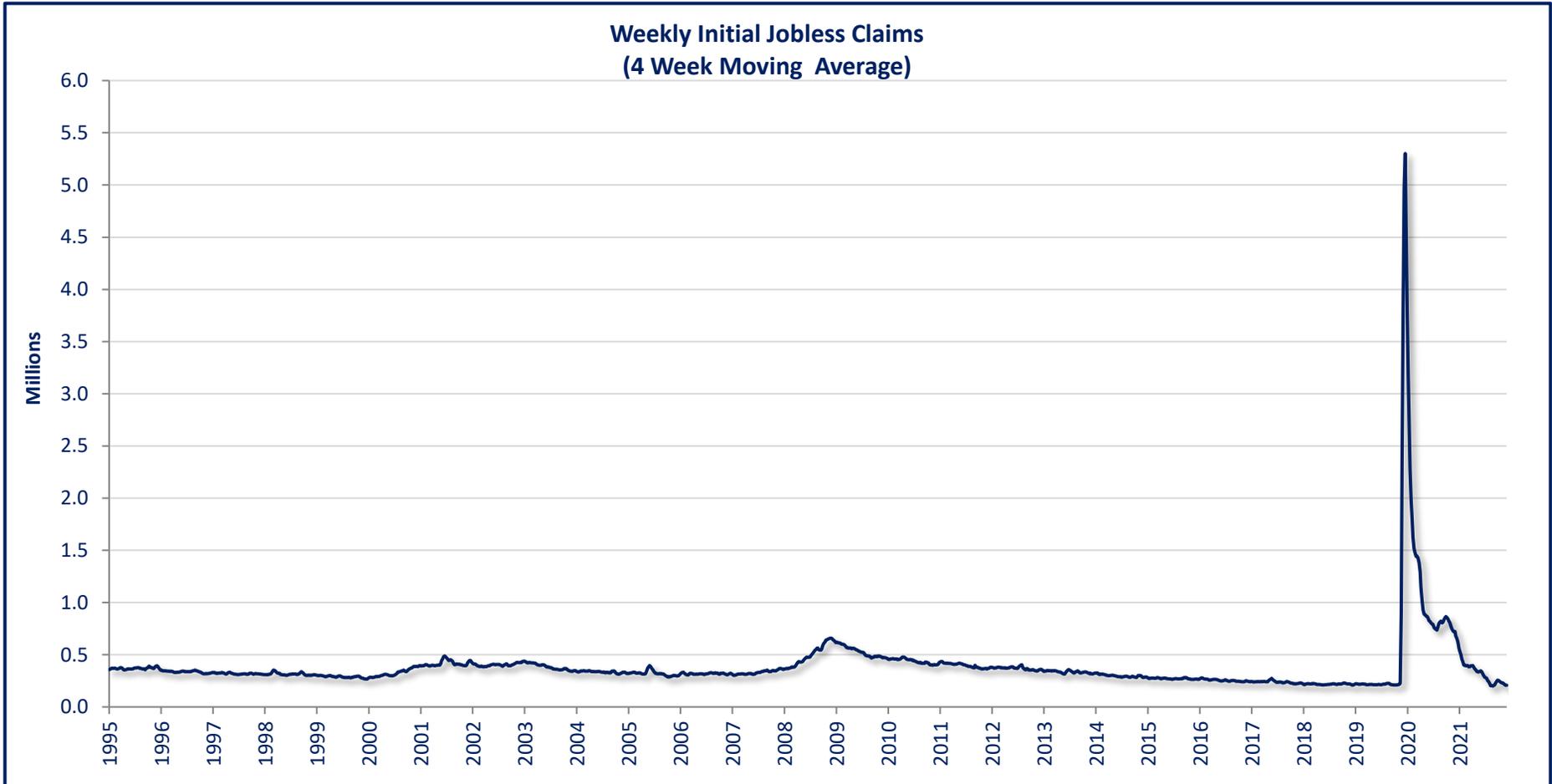


Source: Bureau of Labor Statistics

Economic and Market Update
3/31/2022



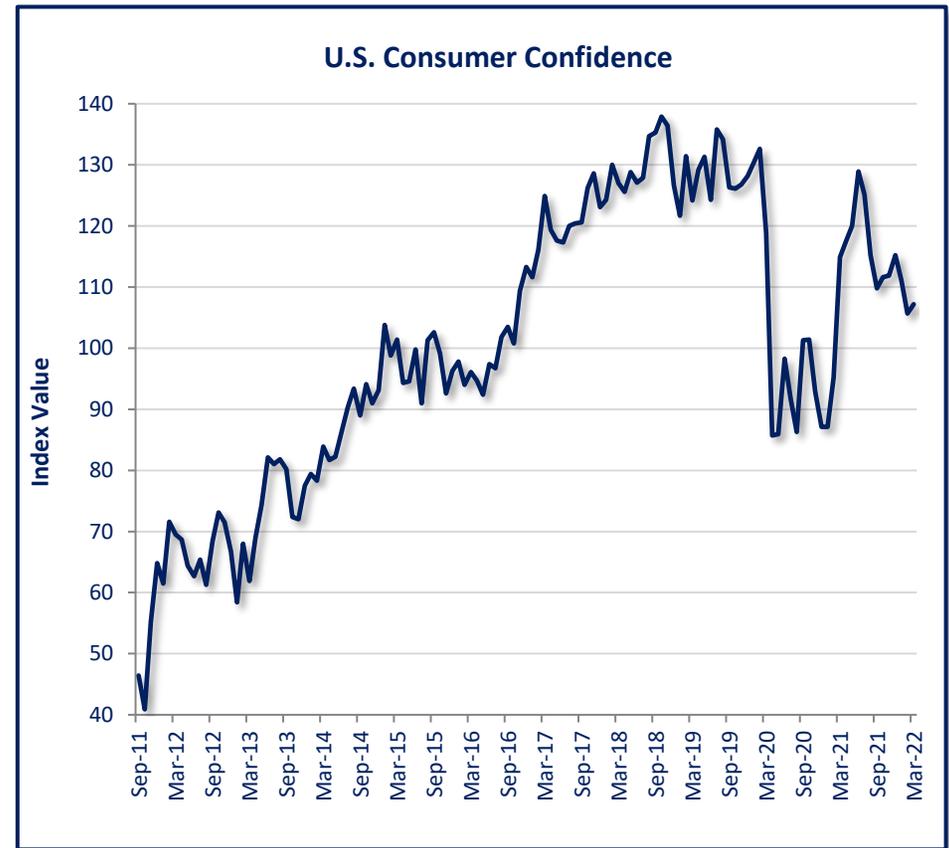
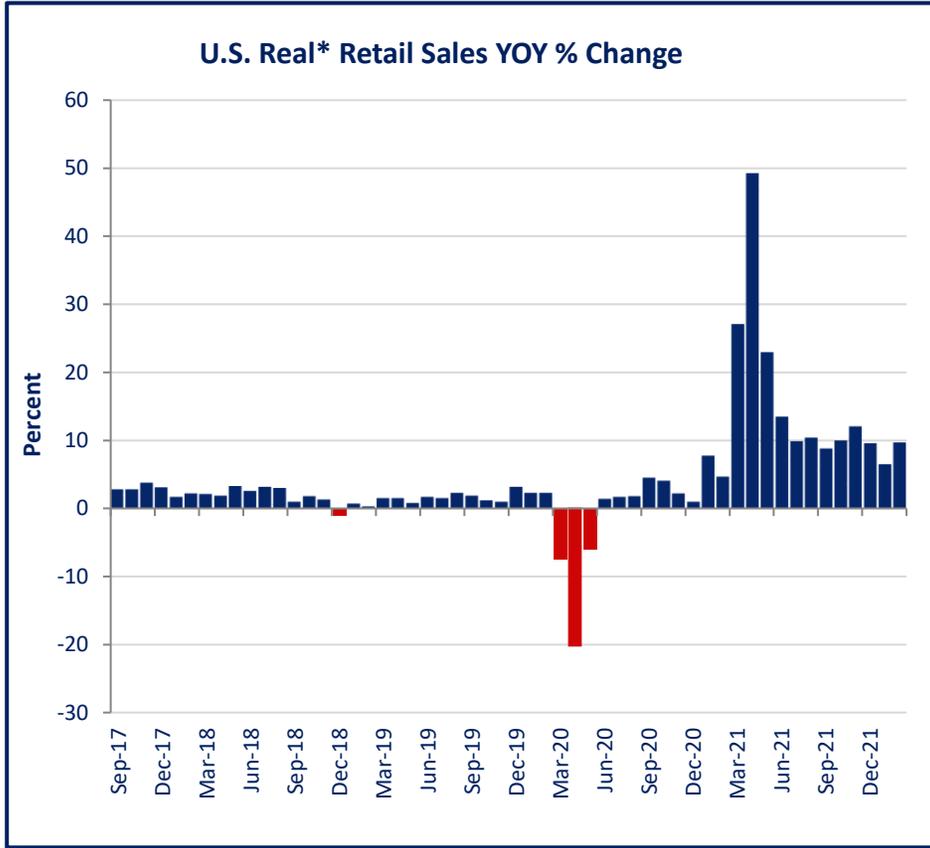
Source: Bureau of Labor Statistics



Weekly Initial Jobless Claims is the actual number of people who have filed for Unemployment benefits for the first time. The following five eligibility criteria must be met in order to file for unemployment benefits: 1. Meet the requirements of time worked during a 1 year period (full time or not). 2. Become unemployed through no fault of your own (cannot be fired). 3. Must be able to work; no physical or mental holdbacks. 4. Must be available for work. 5. Must be actively seeking work.

Source: Department of Labor and Bloomberg

Economic and Market Update
3/31/2022

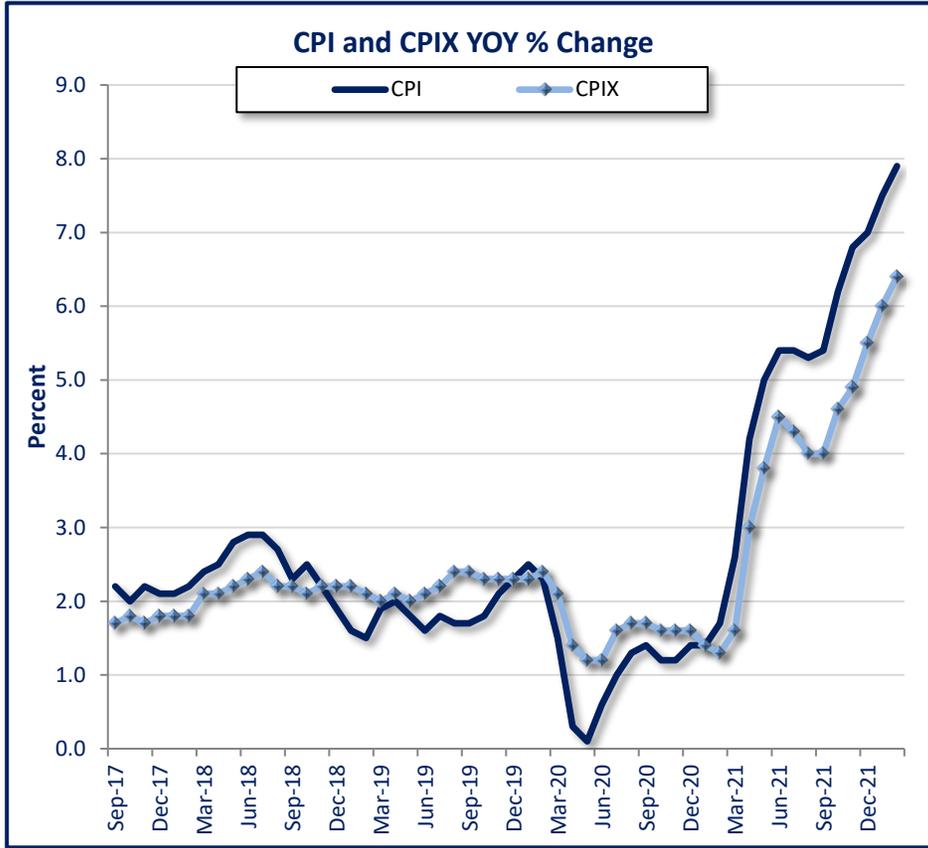


*Real: Inflation Adjusted

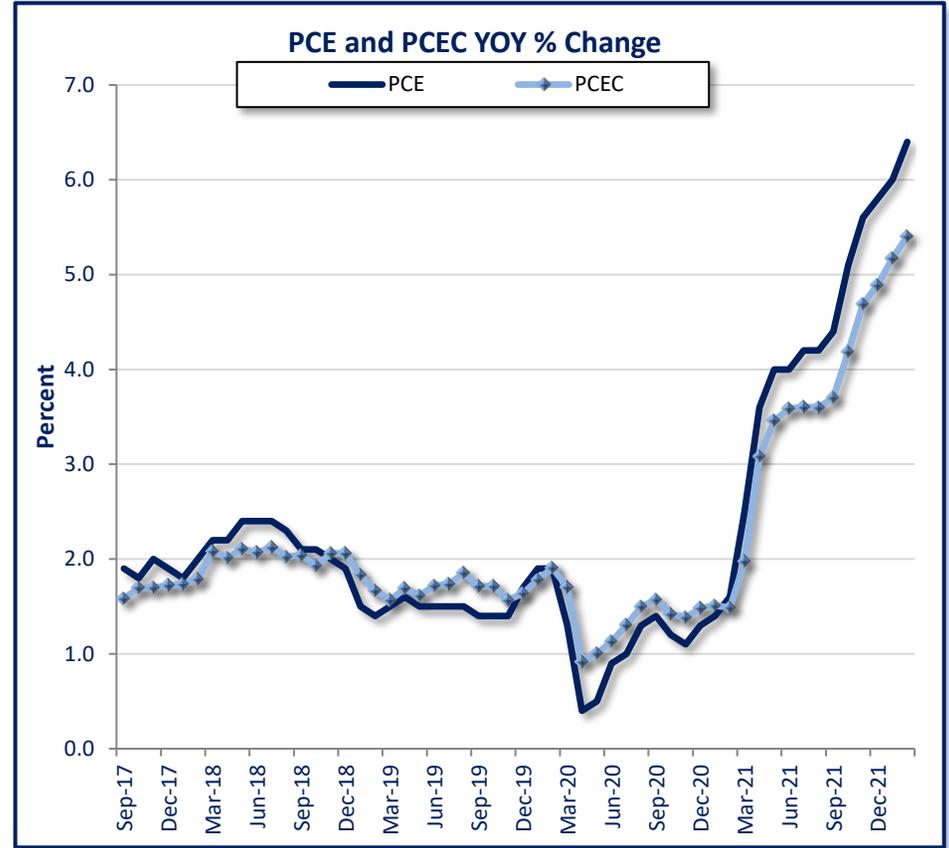
Source: U.S. Census Bureau

Source: Conference Board

Economic and Market Update
3/31/2022

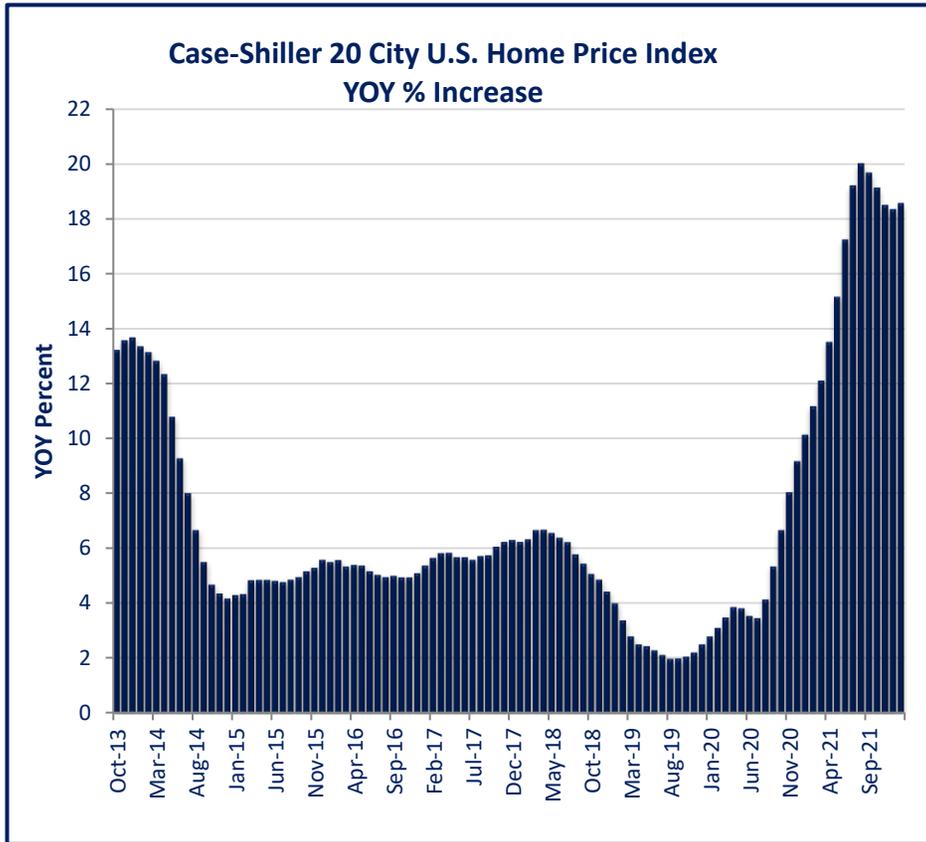


CPIX: Consumer Price Index, excluding food and energy



PCEC: Personal Consumption Expenditure Core

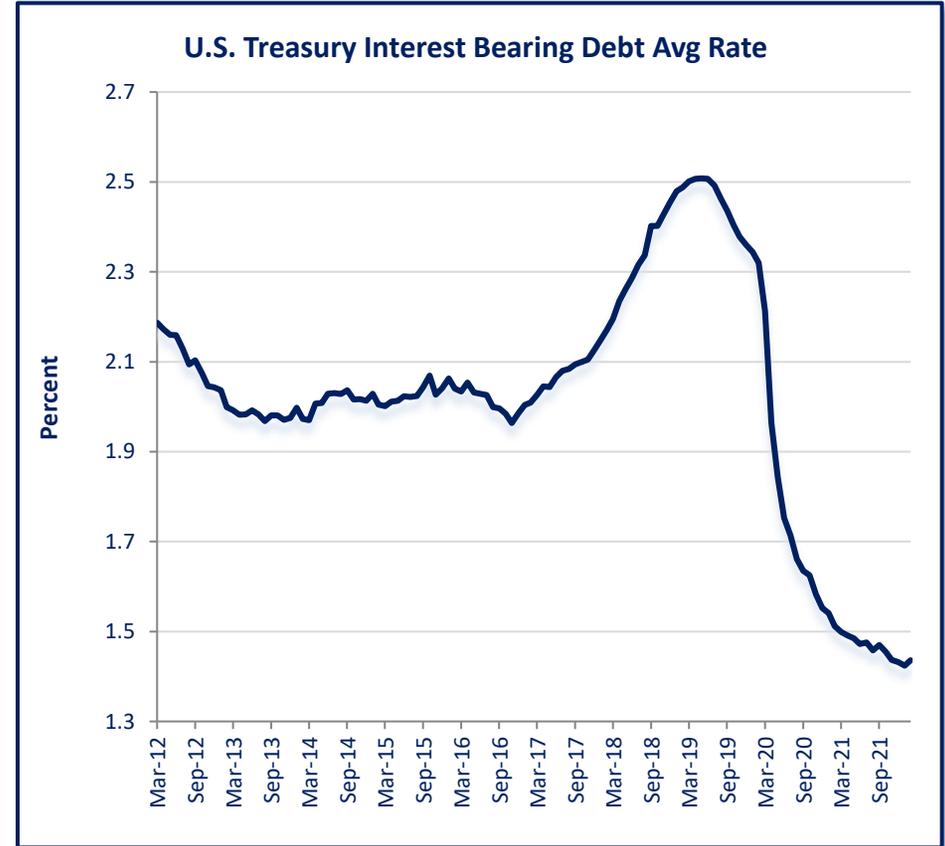
Source: Bureau of Labor Statistics and Bureau of Economic Analysis



Source: Case-Shiller

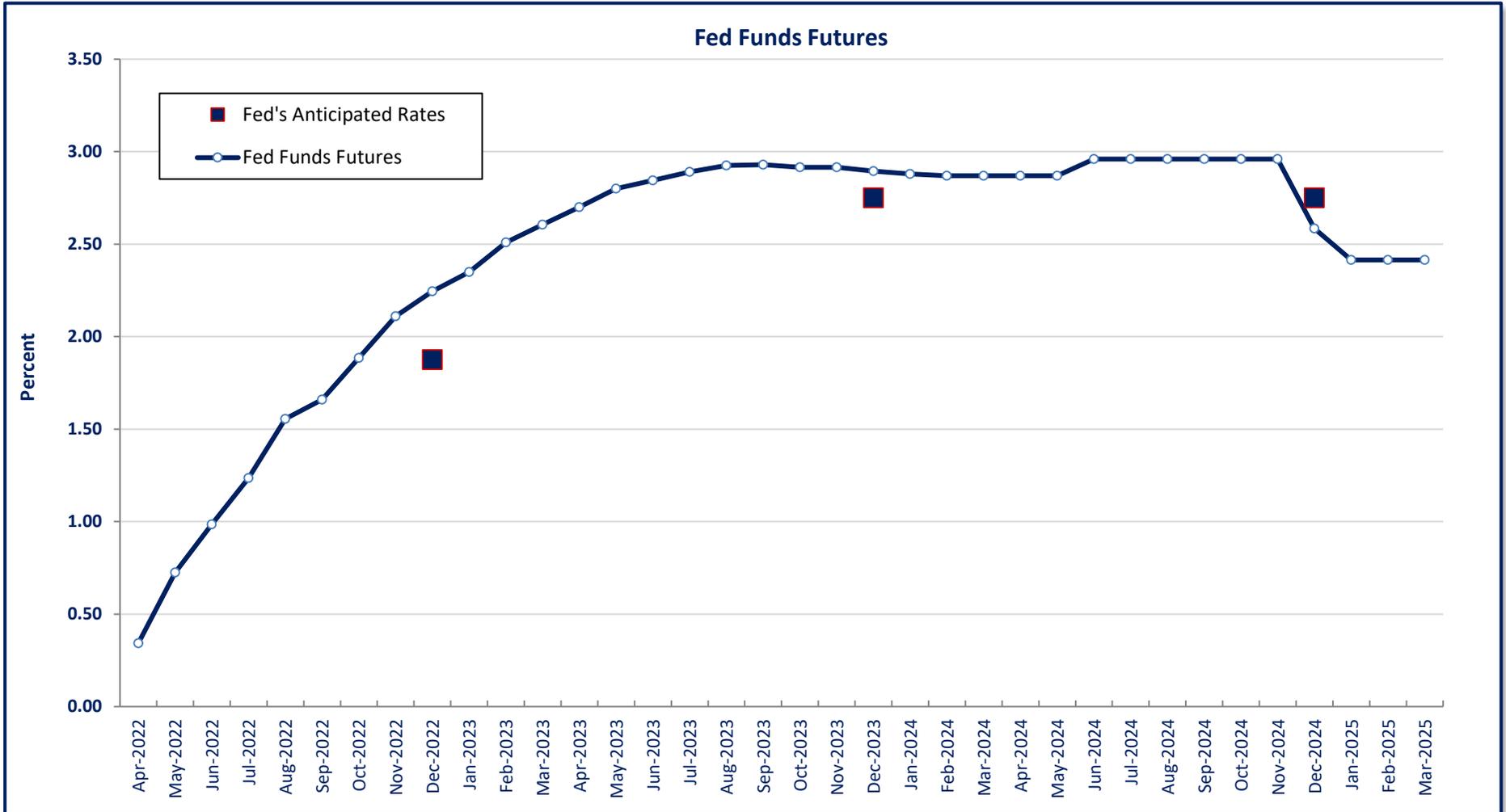
Sources: New (U.S. Census Bureau), Existing (National Assoc. of Realtors)
Seasonally Adjusted Annual Rate

Economic and Market Update
3/31/2022



Source: U.S. Treasury

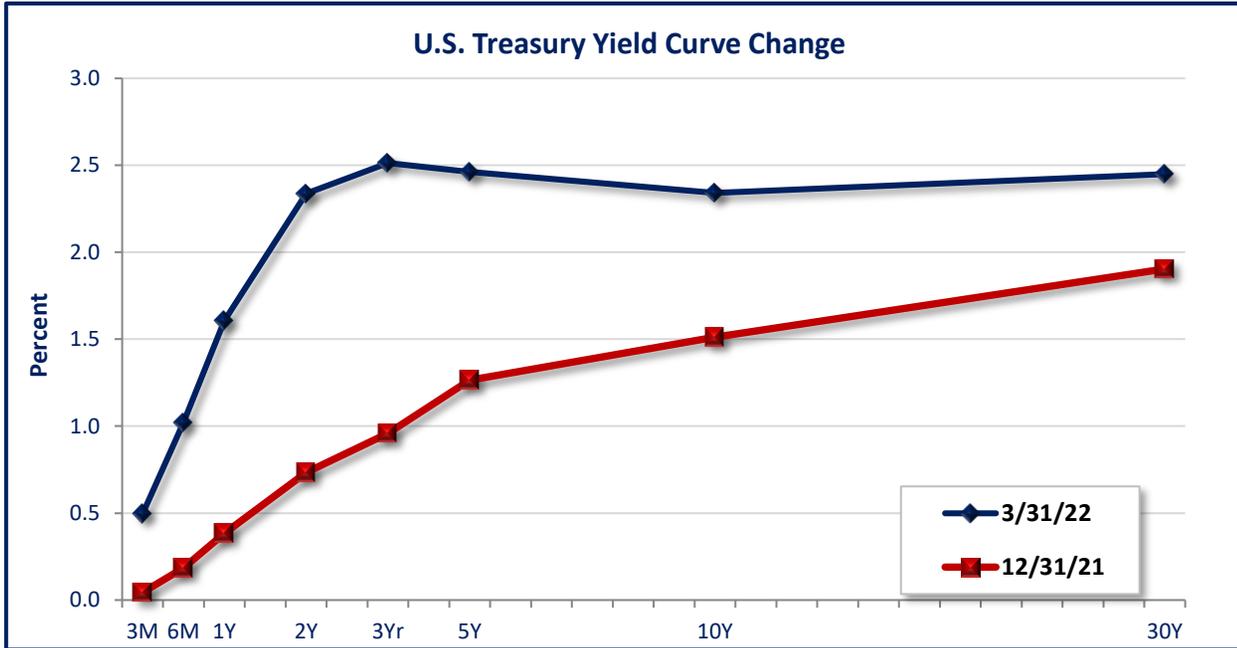
Economic and Market Update
3/31/2022



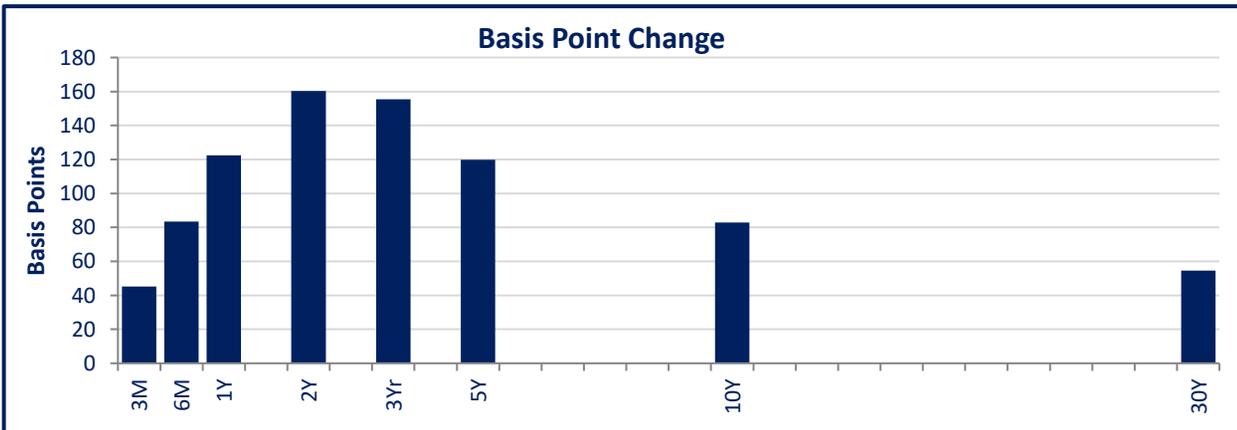
Fed Funds Anticipated Rate from the March 17, 2022 FOMC Meeting

Source: Bloomberg

Economic and Market Update
3/31/2022

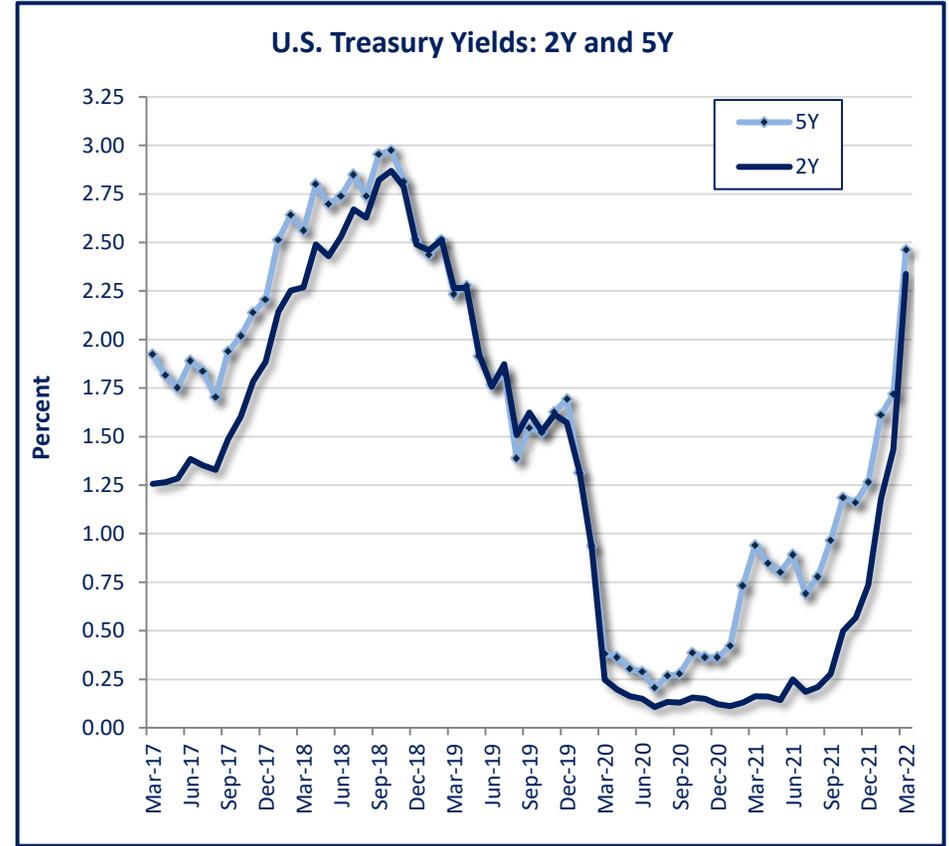
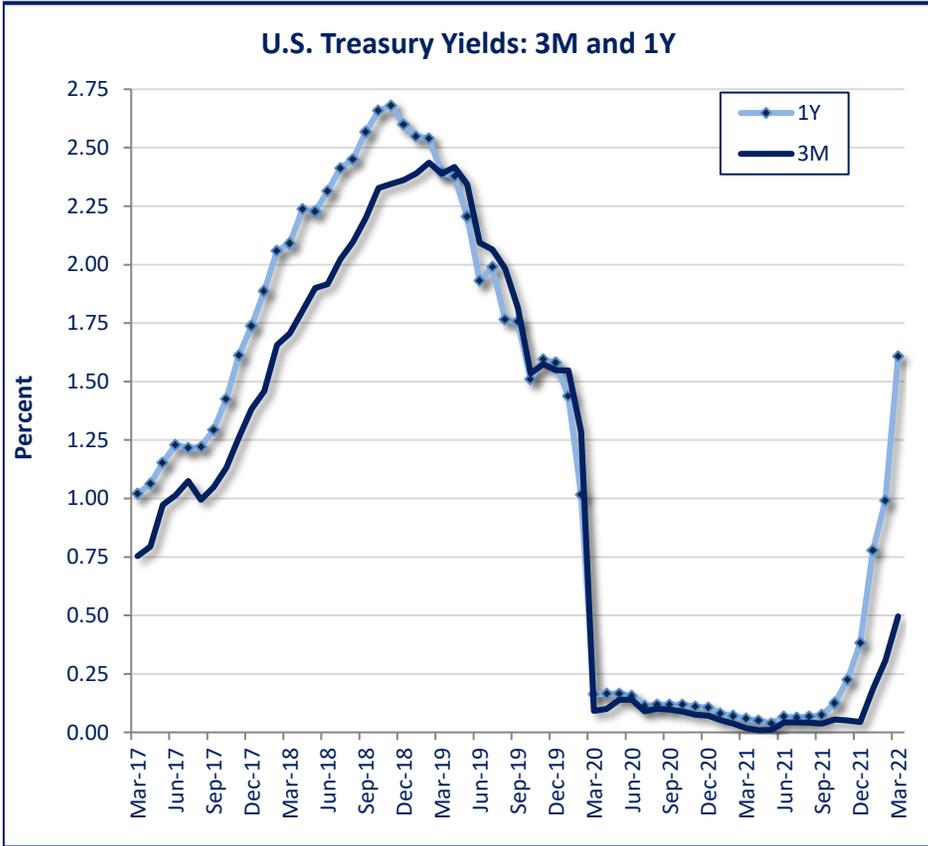


Maturity	3/31/22	12/31/21	Change
3M	0.50	0.04	0.45
6M	1.02	0.19	0.83
1Y	1.61	0.38	1.22
2Y	2.34	0.73	1.60
3Y	2.51	0.96	1.56
5Y	2.46	1.26	1.20
10Y	2.34	1.51	0.83
30Y	2.45	1.90	0.55



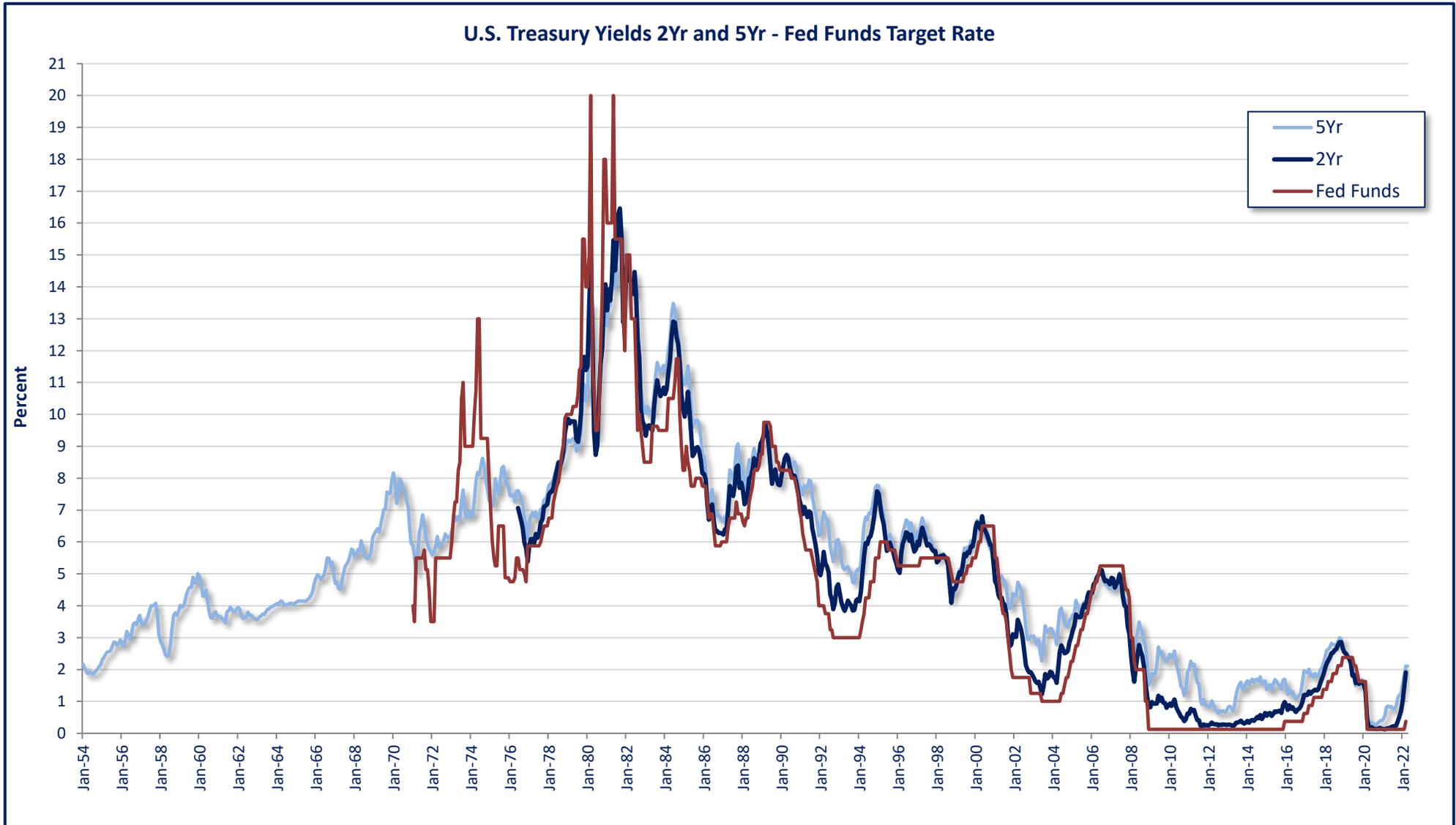
Source: Bloomberg
Figures may not total due to rounding

Economic and Market Update
3/31/2022



Source: Bloomberg

Economic and Market Update
3/31/2022



Source: Bloomberg

Economic and Market Update
3/31/2022

Global Treasury Rates

2 Year Yields



5 Year Yields

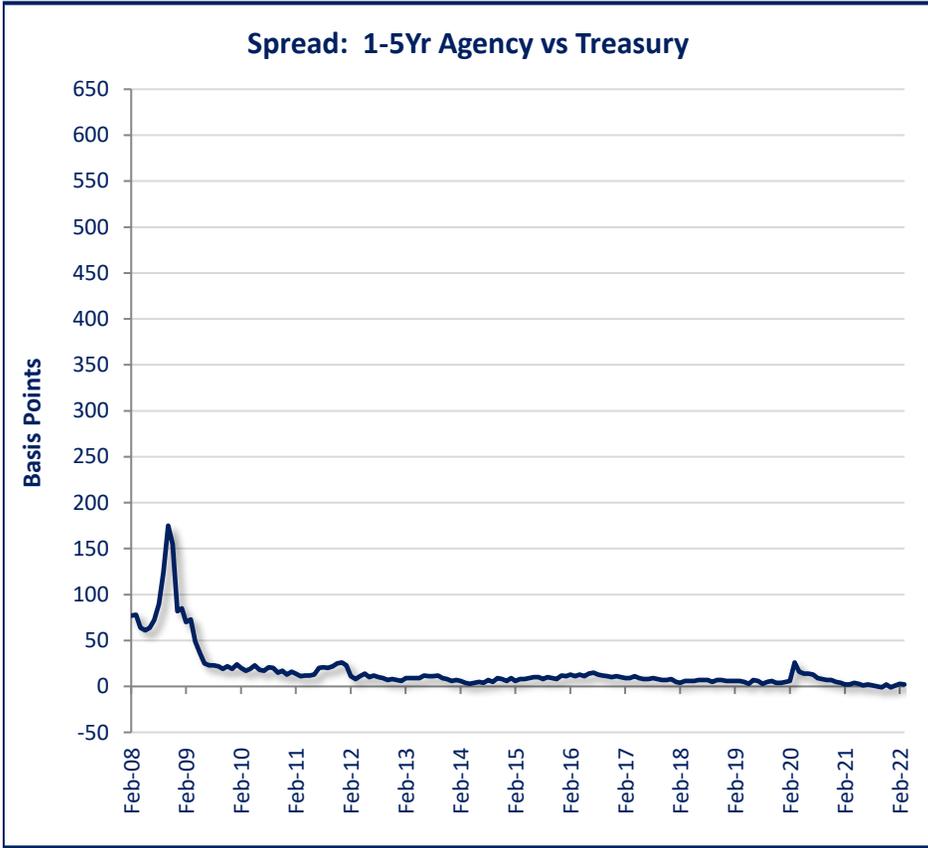


10 Year Yields



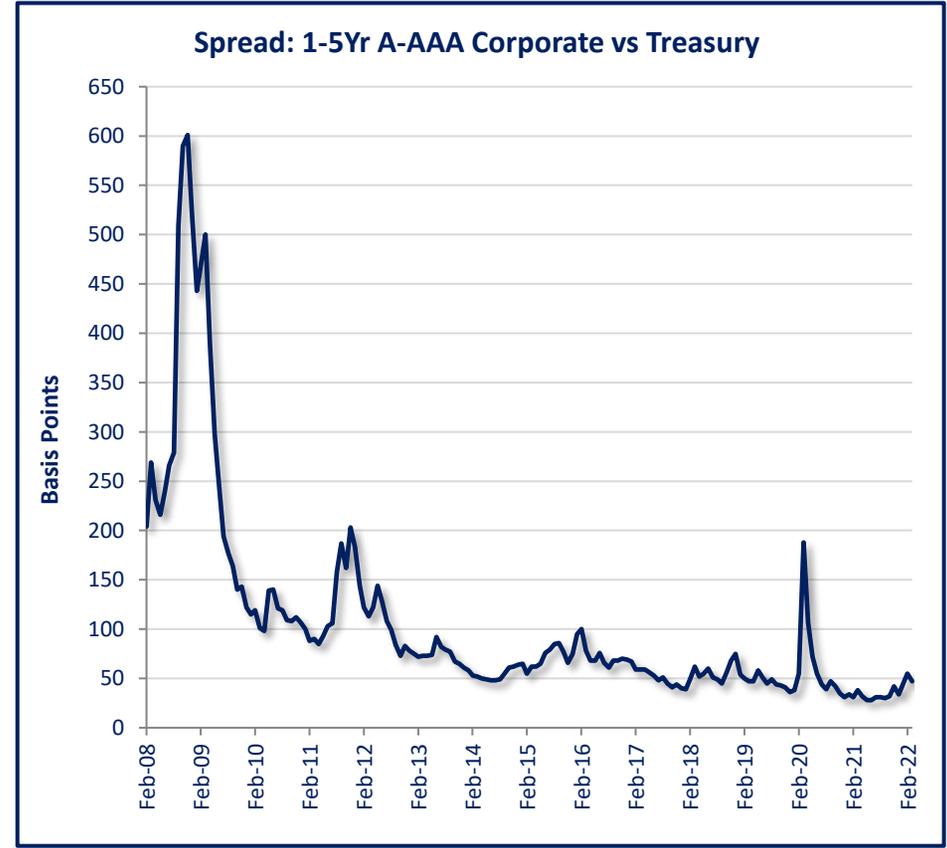
Source: Bloomberg

Economic and Market Update
3/31/2022



Current Spread is 2

ICE BofAML Index (option adjusted spread vs. Treasury)
1-5Yr Non-Callable Agency (GVPB)

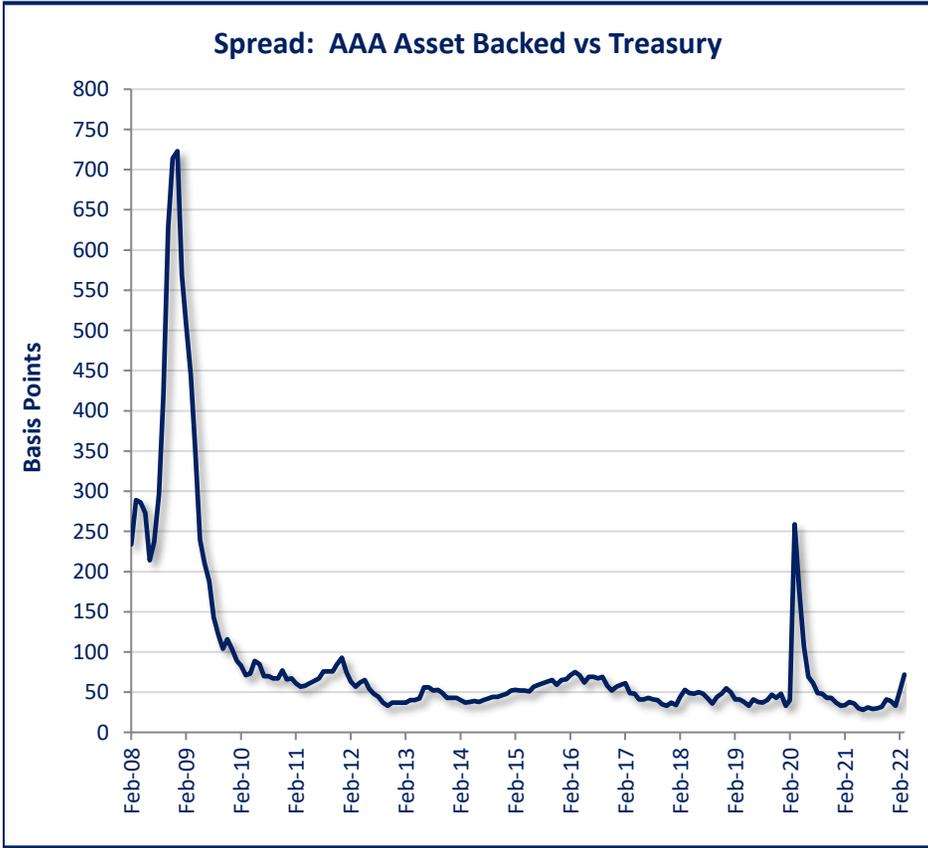


Current Spread is 47

ICE BofAML Index (option adjusted spread vs. Treasury)
Corporate A-AAA Excluding Yankee (CVAC)

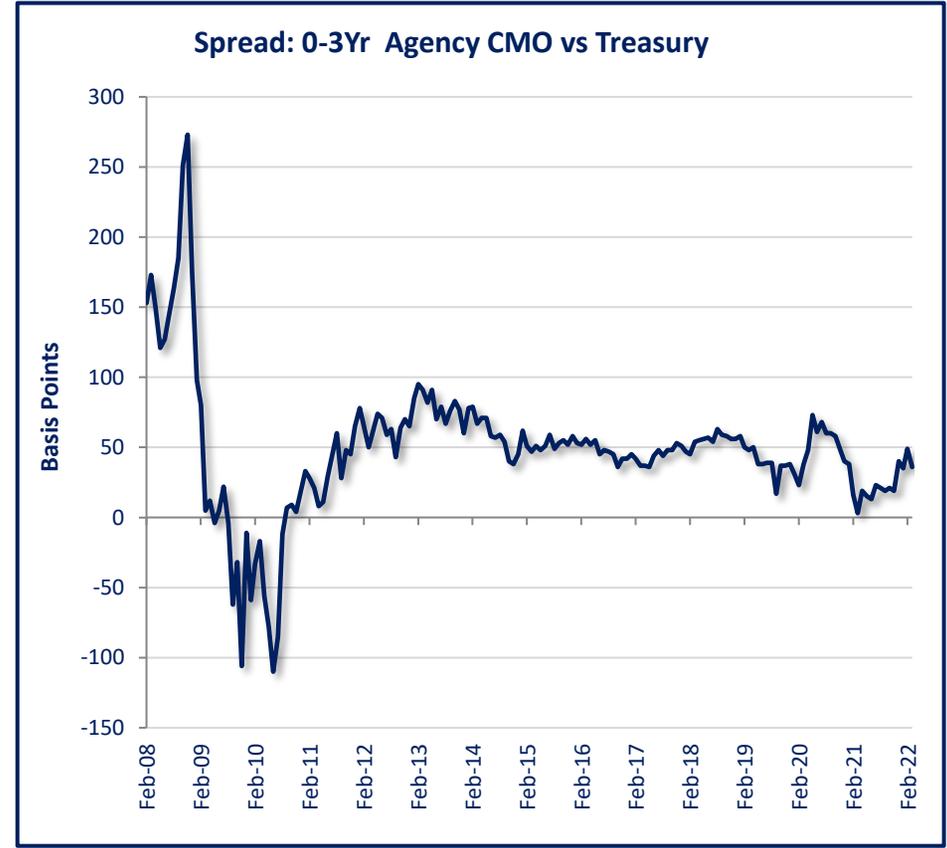
Source: ICE BofAML Indices

Economic and Market Update
3/31/2022



Current Spread is 72

*ICE BofAML Index (option adjusted spread vs. Treasury)
AAA Rated ABS (ROA1)

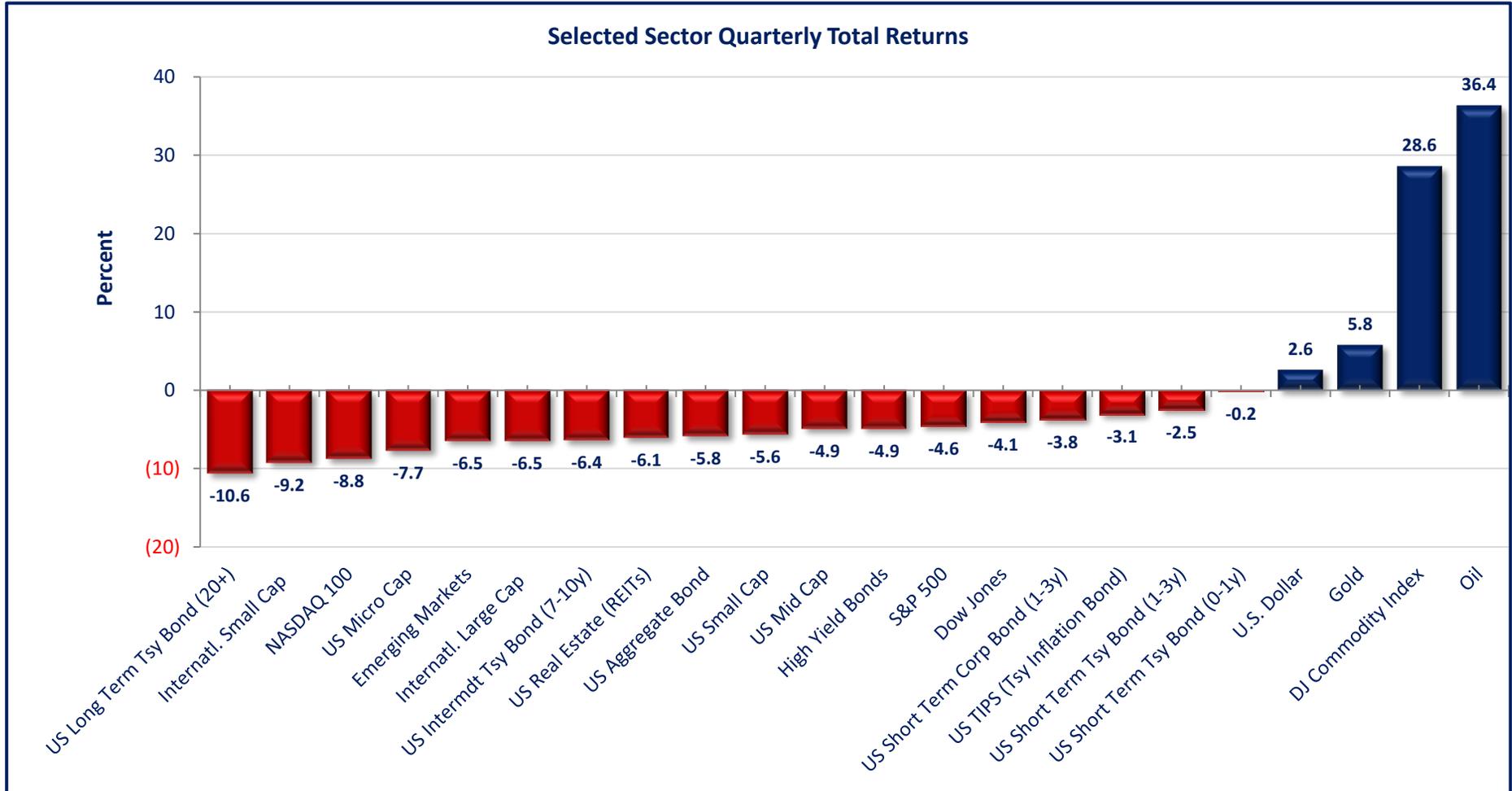


Current Spread is 36

*ICE BofAML Index (option adjusted spread vs. Treasury)
CMO Agency 0-3Yr PAC (CM1P)

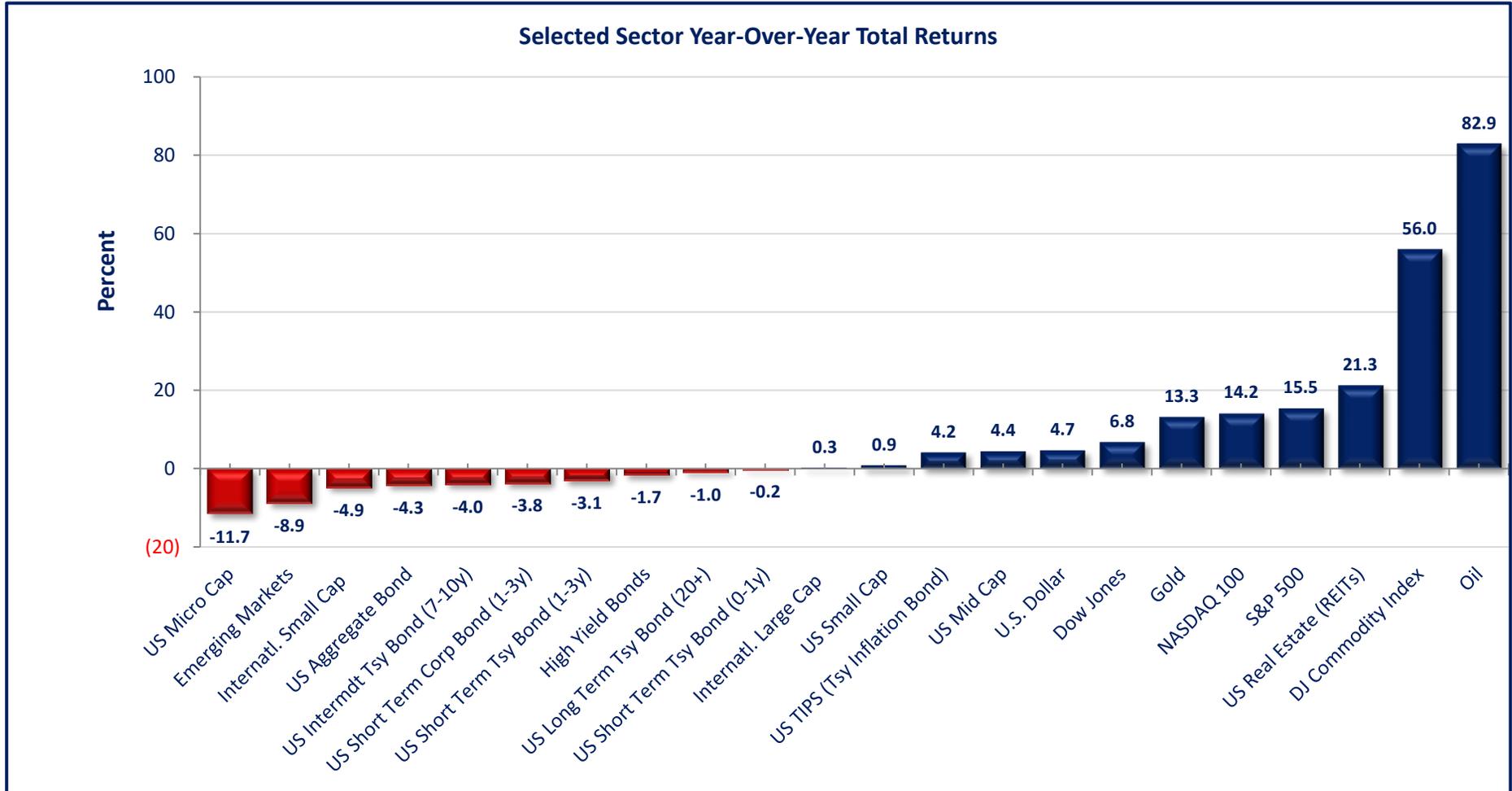
Source: ICE BofAML Indices

Economic and Market Update
3/31/2022



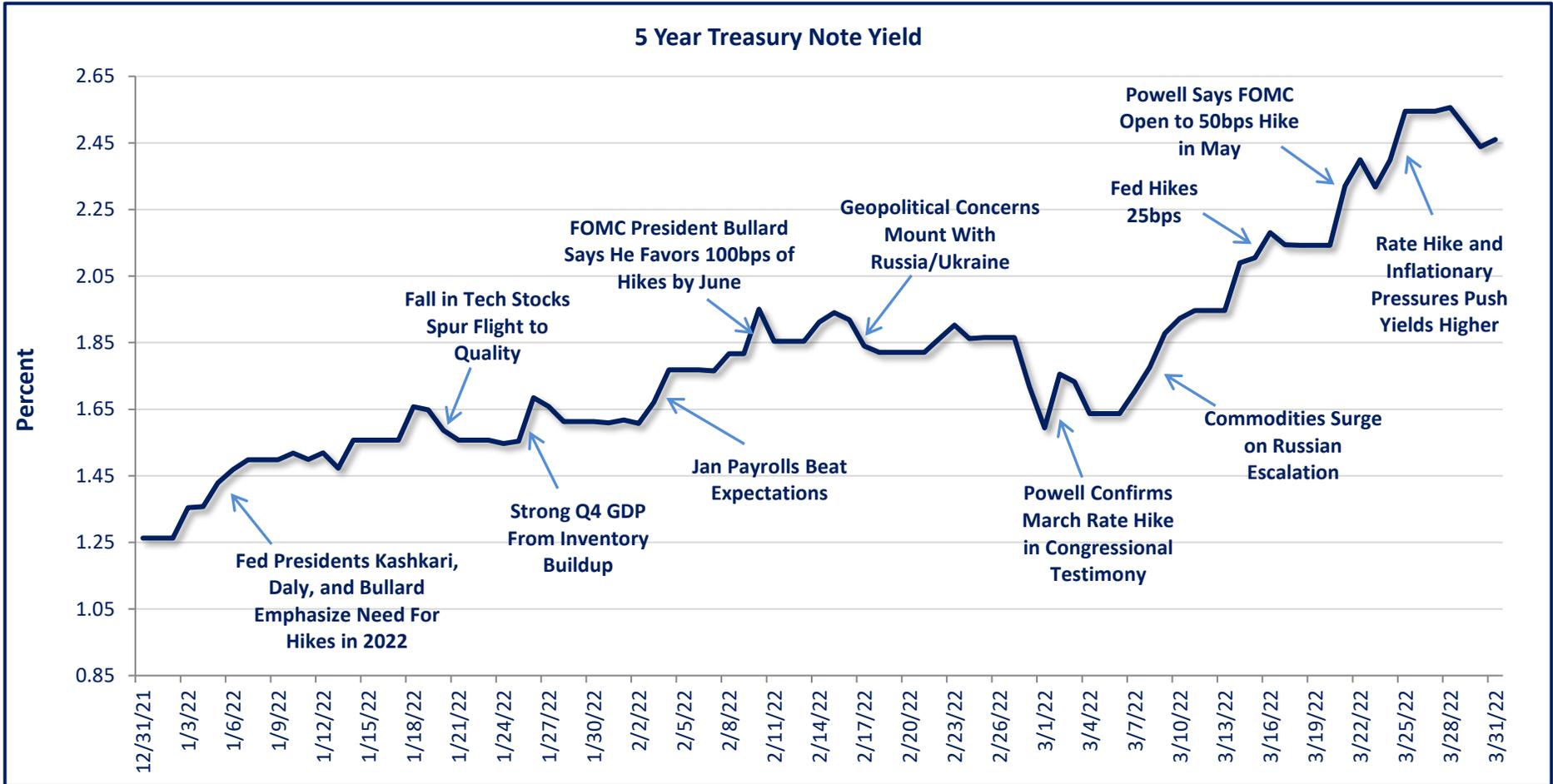
Source: Bloomberg

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3/31/2022



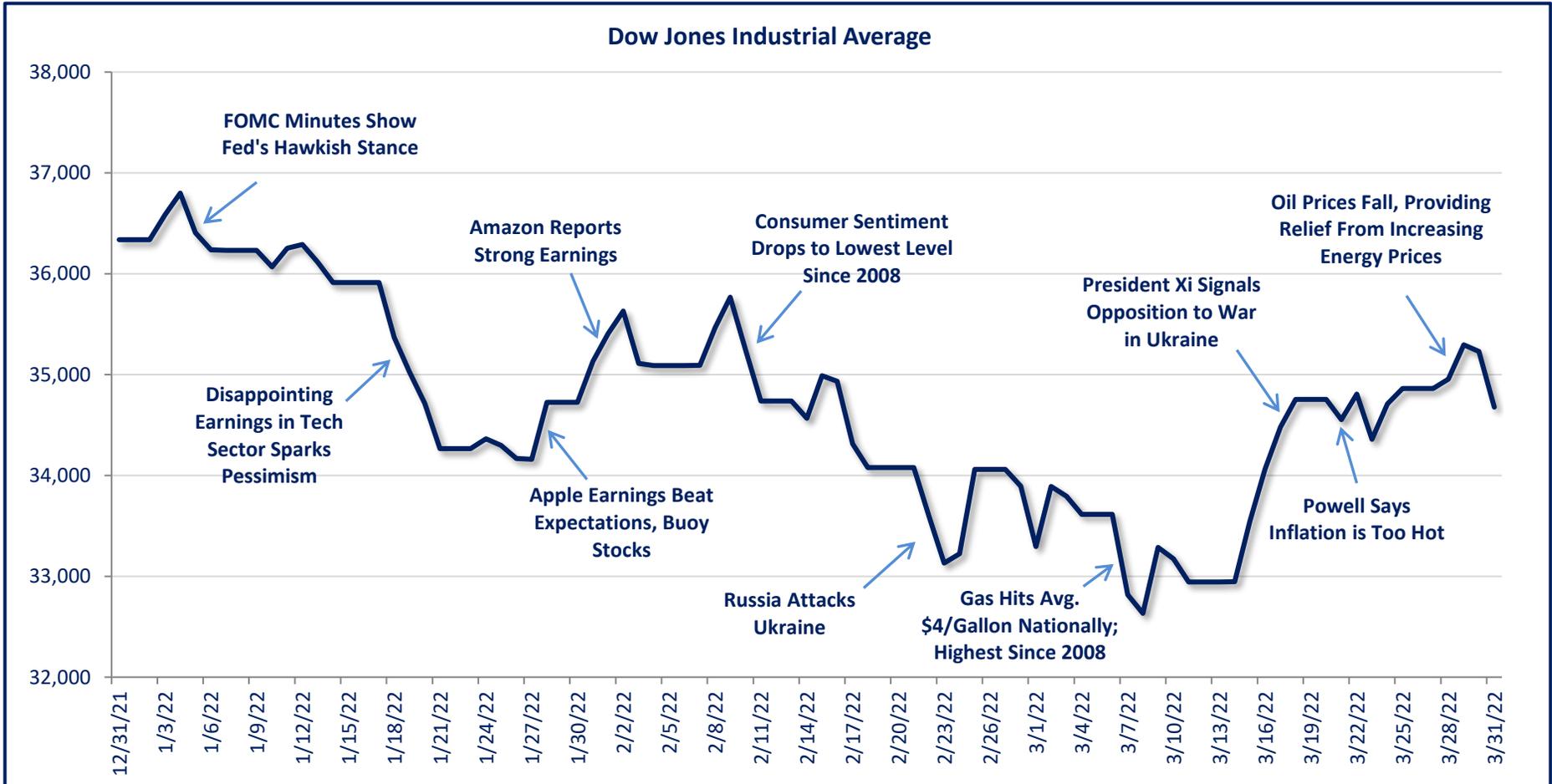
Source: Bloomberg

Economic and Market Update
3/31/2022



Sources: Bloomberg, FHN Main Street

Economic and Market Update
3/31/2022



Sources: Bloomberg, FHN Financial, FHN Main Street

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Administrative Report

H.8., File # 22-4070

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

RECEIVE AND FILE A REPORT ON THE AGREEMENT WITH PALOS VERDES ESTATES FOR USE OF THE CITY'S JAIL SERVICES.

EXECUTIVE SUMMARY

On June 1, 2021, the City of Redondo Beach entered into an agreement to provide jail services for the City of Palos Verdes Estates for the term of June 1, 2021 to May 31, 2022. The term of the original agreement has concluded and the Police Department is not seeking to extend or renew the agreement. This report provides a summary of the services provided by the City to date and why staff is not recommending its renewal.

BACKGROUND

In 2019, the City of Palos Verdes Estates (PVE) Police Department contacted the Redondo Beach Police Department requesting a one-year agreement to book and house in-custody PVE arrests in the Redondo Beach Jail, when needed, due to organizational and staffing challenges faced by the City of PVE at the time. The estimated number of annual in-custody bookings at the start of the agreement was 100. The total actual bookings by the Palos Verdes Estates Police Department in the Redondo Beach Jail for the period June 1, 2021 to April 30, 2022 was 123. Of the 123 bookings, ten arrestees required follow up attention from Redondo Beach Police and/or Fire Department personnel to respond to in-custody calls for medical or police services (re-arrest), while still in jail or upon release on City of Redondo Beach property. The follow up calls for service placed extra burden on City resources and outweighed the value of the contract.

The agreement listed a maximum amount of \$44,500 for the term of the contract. This amount allowed for a total of 153 bookings at the agreed upon rate of \$290 per arrestee. Based on the estimated number of bookings (100), the anticipated revenue for the term of the contract was \$29,000. The agreement billing to date for the period June 1, 2021- April 30, 2022, totals \$37,990. Billing for May 1-31, 2022 was not available at the time the report was submitted.

Based on current Police Department staffing levels and the increased draw on City emergency resources created by the additional in-custody bookings and post release activities by PVE arrestees, the Redondo Beach Police Department does not recommend renewing the shared jail services agreement for Fiscal Year 2022-23.

COORDINATION

The Police Department coordinated with the City of Palos Verdes Estates Police Department in the preparation of this report.

FISCAL IMPACT

The Police Department received approximately \$32,861 in revenue from the City of Palos Verdes Estates from June 1, 2021 to April 30, 2022, after deducting approximately 13.5% in jail expenses for food, clothing, etc. from the total billed amount. The net realized revenue tied directly to the number of bookings and deposited into the Police Department operating budget will not be included in future revenues due to the expiration of this agreement. This reduction in revenue is anticipated in FY 2022-23 and does not require subsequent budget action.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Original Jail Services Agreement
Original Jail Services Administrative Report
PVEPD Arrest / Booking Statistics

AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND THE CITY OF PALOS VERDESESTATES FOR SUPPLEMENTAL LAW ENFORCEMENT (JAIL) SERVICES

This Agreement is made this 1st day of June 2021, by and between the City of Palos Verdes Estates, California ("Palos Verdes Estates") and the City of Redondo Beach, California ("Redondo Beach"), both of which are California municipal corporations and general law cities (hereinafter referred to individually as a " Party" and collectively as the " Parties").

RECITALS

- A. Pursuant to Government Code sections 54981 and 54982, the legislative body of any local agency (here, Palos Verdes Estates) may contract with another local agency (here, Redondo Beach) for the performance of municipal services or functions, including law enforcement services.
- B. Palos Verdes Estates operates a police department with limited personnel resources in the position of Jailer.
- C. Therefore, Palos Verdes Estates is desirous of contracting with Redondo Beach for supplemental jail services as described herein; and
- D. Redondo Beach is willing and able to render these supplemental jail/custody services to Palos Verdes Estates pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions set forth below, the Parties agree as follows:

1. Scope of Services

- 1.1. Redondo Beach agrees, through its police department, to allow Palos Verdes Estates to book and house Palos Verdes Estates in custody arrests at the Redondo Beach City Jail when needed by Palos Verdes Estates. If Redondo Beach in its sole discretion, determines it has occupancy restrictions, Redondo Beach may deny any requests for booking and housing of Palos Verdes inmates. If Redondo Beach requires additional staffing to properly maintain jail operations with the additional Palos Verdes Estates bookings, the classification and approximate number of personnel provided by Redondo Beach and descriptions of duties performed by each Redondo Beach employee shall be determined and mutually agreed upon by Palos Verdes Estates and Redondo Beach prior to the continued provision of supplemental jail services.
- 1.2. Redondo Beach, in its sole discretion, will furnish and supply the requisite labor, supervision, personnel, equipment, communications, and meals for inmates, and supplies necessary to provide the jail services to be rendered herein.

Redondo Beach will also provide access to and a location for Palos Verdes Estates detectives to interview any of Palos Verdes Estates arrestees while in custody at the Redondo Beach jail.

- 1.3. The services performed by Redondo Beach, the discipline of Redondo Beach employees, and other matters incident to Redondo Beach's performance of supplemental law enforcement (jail) services, including the control of its employees, shall remain with Redondo Beach and shall be performed pursuant to Redondo Beach police department's policies and procedures.
- 1.4. Under no circumstances shall Redondo Beach's inability or failure to provide jail services because of an emergency, disaster, or other- major incident constitute a breach of this Agreement.
- 1.5. In consideration of the above, Palos Verdes Estates agrees to do the following:
 - 1.5.1. Make available to Redondo Beach any currently existing documents, data, or information required for the performance of the services.
 - 1.5.2. Designate a representative authorized to act on behalf of Palos Verdes Estates with respect to Redondo Beach's jail operations.
 - 1.5.3. Promptly examine and render findings on all documents submitted by Redondo Beach for staff review by Palos Verdes Estates.
 - 1.1.1. If Redondo Beach jail personnel determine that non -emergency medical services are needed for an Palos Verdes Estates inmate, Redondo Beach will immediately notify Palos Verdes Estates staff of the need for non - emergency medical services. In the event that an inmate requires emergency medical services requiring immediate transport, Redondo Beach personnel will take necessary steps to assure that emergency medical treatment and transport is provided. Palos Verdes Estates shall immediately respond to the medical facility where the Palos Verdes Estates inmate is transported to provide police services while the inmate is hospitalized. Redondo Beach will be responsible for the cost of medical treatment of Palos Verdes inmates if the injuries occurred while in Redondo Beach's custody and if caused by Redondo Beach's personnel. Otherwise, Palos Verdes shall pay for the medical treatment of Palos Verdes inmates.
 - 1.5.4. Palos Verdes Estates patrol officers shall respond to the Redondo Beach City Jail for any transportation needs of Palos Verdes Estates inmates (such as non -emergency medical needs, IRC, CRDF, Eastlake, etc.) Redondo Beach will be responsible for transporting inmates to the City of Torrance Courthouse for arraignment.

- 1.5.6 Palos Verdes Estates shall take and house all bulk property belonging to Palos Verdes Estates arrestees/inmates at the Palos Verdes Estates police station. If contraband is found during the prisoner search, Palos Verdes Estates shall retrieve and preserve those items(s) found.
 - 1.5.7. Redondo Beach will handle all arrangements for bail bonds of Palos Verdes Estates arrestees. Palos Verdes Estates shall retrieve the bonds and handle the bond process.
 - 1.5.8. Palos Verdes Estates shall handle all non-booking related records management associated to Palos Verdes Estates inmates/arrestees.
 - 1.5.9. Palos Verdes Estates shall ensure the legality of all arrests prior to bringing them to Redondo Beach. Palos Verdes understands and agrees that Redondo Beach shall rely upon Palos Verdes Estates decision, that the arrests have met the legal requirements to be arrested and housed. Palos Verdes Estates shall defend and indemnify Redondo Beach against claims of false arrest and/ or false imprisonment of Palos Verdes Estates arrestees as set forth in paragraph 12.
 - 1.5.10. Palos Verdes Estates shall complete all Probable Cause Declarations (PCDs) and other reports at the Palos Verdes Estates police station.
 - 1.5.11. Palos Verdes Estates shall immediately notify a Redondo Beach Watch Commander should a PCD be rejected or for any other reason that an inmate should be released.
 - 1.5.12. Palos Verdes Estates shall complete a Redondo Beach pre -booking form as well as medical screening form for all arrests brought to the Redondo Beach City Jail.
2. Cost Reimbursement. Palos Verdes Estates shall compensate Redondo Beach for the services performed in an amount of \$290 per arrestee not to exceed the total amount of \$44,500." Redondo Beach will invoice PalosVerdes Estates for the services within thirty (30) days following completion of each month services were provided. Palos Verdes Estates will pay the amount within forty- five (45) days of receipt of the invoice. The invoice and payment shall each be delivered pursuant to the Notice requirements in paragraph 8.
 3. Term of Agreement. This Agreement is effective upon execution by both Parties. Unless otherwise terminated as provided in paragraph 9, this Agreement shall expire upon the earlier of the following:
 - 3.1. One year after the execution date; or
 - 3.2. The maximum cost reimbursement in the amount of forty four thousand and five hundred dollars (\$44,500), by the City of Palos Verdes Estates has been reached.

This Agreement may be extended by a subsequent written amendment executed by both parties.

4. Status of the Parties. Redondo Beach is acting as an independent contractor. Each Redondo Beach employee shall remain in the fulltime employ of Redondo Beach, and Palos Verdes Estates shall have no liability to Redondo Beach for any compensation or benefits of any Redondo Beach employee, including but not limited to workers'

compensation coverage, in connection with the performance of duties with Palos Verdes Estates.

5. Official Status of Redondo Beach Officers and Employees. For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status and authority to the performance thereof, and not to establish an agency or employment relationship, Palos Verdes Estates employees have the authority to transport and submit for housing at the Redondo Beach jail Palos Verdes Estates arrestees. Redondo Beach employees have the same authority over Palos Verdes Estates arrestees/inmates as they do over Redondo Beach arrestees/ inmates, so long as the authority/service is within the scope of this Agreement.
6. Modification. This Agreement may be modified only by a written agreement executed by both of the Parties.
7. Assignment. The Parties understand that their unique status as public entities is the sole inducement for each to enter into this Agreement. For this reason, the Parties agree that they will not assign or transfer any portion of or interest in this Agreement. Any attempt to assign or transfer any portion of this Agreement will be void.
8. Notices. All notices required by this Agreement must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

CITY OF REDONDO BEACH:
City Manager

415 Diamond Street

Redondo Beach, CA 90277

Email: joe.noelgen@redondo.org

CITY OF PALOS VERDES ESTATES:
City Manager

340 Palos Verdes Dr. West

Palos Verdes Estates, CA 90274

Email: jguglielmi@pvestates.org

9. Termination: Either party may cancel the Agreement upon thirty (30) days prior written notice to the other party of cancellation.
10. California Law. This Agreement shall be construed in accordance with the laws of the State of California.
11. Insurance. Redondo Beach maintains sufficient liability coverage against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services by Redondo Beach or Redondo Beach's agents, representatives, and employees for the duration of this Agreement. Redondo Beach shall furnish Palos Verdes Estates with original certificates or a letter of self-insurance to

satisfy the insurance coverage required herein.

12. Indemnification.

12.1 To the fullest extent permitted by law, the City of Redondo Beach shall defend, indemnify and hold the City of Palos Verdes Estates, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions, negligence, or willful misconduct of the City of Redondo Beach, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of this Agreement and rising to a level of legal liability, including without limitation the payment of all reasonable attorney's fees and other directly related costs and expenses, and including all damage awards made by a court of competent jurisdiction; provided, however, the City of Redondo Beach shall in no way be liable for the acts, omissions, negligence, or willful misconduct of the City of Palos Verdes Estates, its officials, officers, employees, volunteers, or agents, or any acts or omissions of the City of Redondo Beach when such actions are directed by the City of Palos Verdes, its officials, officers, employees, volunteers, or agents, or otherwise directed by City of Palos Verdes' written policies and procedures.

To the extent the City of Redondo Beach is liable as provided above, it shall defend with Legal Counsel jointly agreed upon by both the City of Redondo Beach and City of Palos Verdes, at the City of Redondo Beach's own cost and expense, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City of Palos Verdes, its directors, officials, officers, employees, agents or volunteers, subject to the aforementioned limitations. The City of Redondo Beach shall pay and satisfy any judgment, award or decree that may be rendered against the City of Palos Verdes or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding arising from the City of Redondo Beach's acts, omissions, negligence, or willful misconduct; except to the extent that liability is caused by any acts, omissions, negligence or willful misconduct by City of Palos Verdes Estates or its directors, officials, officers, employees, agents, or volunteers, or any acts or omissions of the City of Redondo Beach when such actions are directed by the City of Palos Verdes, its officials, officers, employees, volunteers, or agents, or otherwise directed by City of Palos Verdes' written policies and procedures.

The City of Redondo Beach will reimburse City of Palos Verdes and its directors, officials, officers, employees, agents and/or volunteers, for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. The City of Redondo Beach's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the

Notwithstanding the foregoing, no applicable written policies and procedures by the City of Palos Verdes Estates shall be amended throughout the term of this Agreement unless the City of Palos Verdes Estates provides at least thirty days prior written notice to any modification of the written policies and procedures, and the City of Redondo Beach provides its written consent.

- 12.2 To the fullest extent permitted by law, the City of Palos Verdes Estates shall defend, indemnify and hold the City of Redondo Beach, its officers, officials, directors, shareholders, employees, consultants, contractors and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions, negligence or willful misconduct of City or when the City of Redondo Beach's acts or omissions are directed by City of Palos Verdes Estates, its officials, officers, employees, volunteers, or agents or otherwise directed by City of Palos Verdes Estate's written policies and procedures. The City of Palos Verdes Estates shall defend with Legal Counsel jointly agreed to by both the City of Redondo Beach and City, at City's own cost and expense, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City of Redondo Beach, its officers, officials, directors, shareholders, employees, or agents. City shall pay and satisfy any judgment, award or decree that may be rendered against the City of Redondo Beach or its officers, officials, directors, shareholders, employees, or agents, in any such suit, action or other legal proceeding arising from the City of Redondo Beach's acts or omissions when the City of Redondo Beach's acts or omissions are directed by City, its officials, officers, employees, volunteers, or agents or otherwise directed by City's written policies and procedures.
13. POST-Certified Personnel. If Redondo Beach provides peace officer/ jail personnel for services pursuant to this Agreement then said peace officer- personnel shall meet the current minimum selection and training standards for California law enforcement developed by the California Commission on Peace Officer Standards and Training (POST) and California Board of State and Community Corrections standards.
14. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
15. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each Party

to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, are not valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by both of the Parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

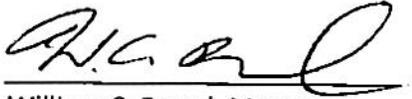
16. Waiver. A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.
17. Discrimination. Redondo Beach may not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS, or disability.

18. Nuisance. Redondo Beach may not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
19. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.
20. Third Party Beneficiaries. This Agreement shall not be construed as an attempt to create a third-party beneficiary contract. This Agreement is for the sole benefit of its Parties; no other person or entity shall benefit from its terms.
21. Counterparts. This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the day and year first shown above.

CITY OF REDONDO BEACH,
a chartered municipal corporation



William C. Brand, Mayor

CITY OF PALOS VERDES ESTATES,
a general law city



By:

Name: MICHAEL N. KEMPS

Title: MAYOR

ATTEST:



Eleanor Manzano, City Clerk

ATTEST:



Kylynd Chanley, City Clerk

APPROVED:



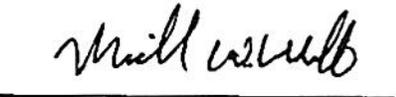
Diane Strickfaden, Risk Manager

APPROVED:



Carol Cowley, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

APPROVED AS TO FORM:



John Cotti, City Attorney



Administrative Report

H.8., File # 21-2292

Meeting Date: 6/1/2021

To: MAYOR AND CITY COUNCIL
From: KEITH KAUFFMAN, CHIEF OF POLICE

TITLE

APPROVE AN AGREEMENT WITH THE CITY OF PALOS VERDES ESTATES TO ALLOW THE CITY OF REDONDO BEACH TO PROVIDE JAIL SERVICES IN THE AMOUNT OF \$290 PER ARRESTEE NOT TO EXCEED \$44,500, FOR THE TERM BEGINNING JUNE 1, 2021 AND ENDING MAY 31, 2022, OR UPON REACHING THE MAXIMUM REIMBURSEMENT AMOUNT, UNLESS TERMINATED BY EITHER PARTY.

EXECUTIVE SUMMARY

The Redondo Beach Police Department seeks approval to provide jail services for the City of Palos Verdes Estates Police Department for one-year or once the maximum cost reimbursement in the amount of \$44,500 has been reached By the City of Palos Verdes Estates. The City of Palos Verdes Estates is looking to reduce budget costs by outsourcing jail services. Based upon arrest statistics from prior years, the Palos Verdes Estates Police Department estimates processing/booking approximately 100 arrestees during the term of this agreement.

BACKGROUND

In 2019, The Palos Verdes Estates Police Department contacted the Redondo Beach Police Department requesting a one-year agreement allowing Palos Verdes Estates to book and house in custody arrests at the Redondo Beach City Jail when needed. Palos Verdes Estates estimates annual in-custody bookings at 100. Based upon this estimate, existing Redondo Beach Police Department staffing is capable of performing these supplemental jail/custody services with Palos Verdes Estates. For purposes of this agreement, the supplemental jail services will include furnishing jail staff and supervision, equipment, inmate communications, meals for inmates, and any other supplies necessary to provide the jail services agreed upon. The Palos Verdes Estates Police Department will maintain responsibility for any non-emergent transportation needs of their inmates. Redondo Beach Police Department will take necessary steps to assure that emergency medical treatment and transport is provided to a medical facility. In the event of a medical transport, Palos Verdes Estates personnel will immediately respond to the medical facility where the inmate is being treated to provide police services / security while the inmate is hospitalized. Palos Verdes Estates shall pay for the cost of all medical treatment of Palos Verdes Estates inmates.

Palos Verdes Estates shall compensate Redondo Beach for the supplemental jail services in an amount of \$290 per arrestee. This amount was determined after an internal analysis of associated costs for jail services. At the estimated number of 100 arrestee bookings, the City of Redondo Beach

anticipates revenue of \$29,000 during the term of this agreement less an estimated 13.5% for inmate booking and housing costs resulting in actual revenue for the City of Redondo Beach of approximately \$25,000 based on the booking estimate. A maximum cost reimbursement amount of \$44,500 is included in the agreement which allows for a total of 153 bookings for the agreement term. The agreement may be extended by a subsequent written agreement at the conclusion of the one-year agreement term or upon reaching the maximum reimbursement amount, whichever occurs first.

COORDINATION

The Police Department coordinated this agreement with the City Attorney's Office and Human Resources Department.

FISCAL IMPACT

The City of Palos Verdes Estates will compensate the City of Redondo Beach for the supplemental jail services performed in an amount of \$290 per arrestee not to exceed the total amount of \$44,500. City of Redondo Beach jail expenses are estimated at 13.5% of the compensation received. The estimated 100 bookings will realize jail revenues of approximately \$29,000 into jail budget account 100-21700-401190 and jail expenses of \$4,000 from jail contract and professional services account 100-21700-520040. Using the maximum cost reimbursement amount of \$44,500, provides for 153 bookings and jail revenue of approximately \$44,500 into jail budget account 100-21700-401190 and jail expenses of \$6,000 from jail contract and professional services account 100-21700-520040.

The revenue figures in this report are estimates only based upon statistical data provided while developing the attached agreement. Exact revenue figures will be directly tied to the number of in-custody arrestee bookings requested by Palos Verdes Estates during the term of the agreement.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Jail Services Agreement with City of Palos Verdes Estates
City of Palos Verdes Estates insurance document

PALOS VERDES ESTATES ARRESTS BY MONTH

BOOKING NUMBER	CHARGES	DATE BOOKED	TYPE OF RELEASE	INMATES BOOKED
6205255	602.5(A)PC, 488(A)PC	6/28/2022	CITE	1
6081667	23152(A)VC	6/30/2021	CITE	1
6081728	23152(A)VC	6/30/2021	CITE	1

TOTAL BOOKED 3

BOOKING NUMBER	CHARGES	DATE BOOKED	TYPE OF RELEASE	INMATES BOOKED
6082436	11377(S)HS, 11364(A)HS	7/4/2021	CITE	1
ID ONLY	148.9(A)PC, 23223(A)VC	7/7/2021	CITE	0
6212215	25850(A)PC, 29800(A)(1)PC	7/10/2021	CITE	1
6212715	23152(A)VC, 23152(B)VC	7/11/2021	CITE	1
6083856	WARRANTS	7/13/2021	CITE	1
6214728	243(E)(1)PC	7/14/2021	CITE	1
6216063	10851(A)VC, 40302(A)VC, 12500(A)VC	7/17/2021	CITE	1
6084703	273.6(A)PC	7/21/2021	CITE	1
6085089	23152(A)VC, 23152(B)VC	7/25/2021	CITE	1
6220757	11377(A)HS	7/26/2021	CITE	1
6085669	23152(A)VC	7/30/2021	CITE	1

TOTAL BOOKED 10

BOOKING NUMBER	CHARGES	DATE BOOKED	TYPE OF RELEASE	INMATES BOOKED
6086027	496(A)PC	8/2/2021	CITE	1
6225138	459PC	8/4/2021	CITE	1
6226065	148(A)(1)PC, 529(A)(1)PC, WARRANTS	8/5/2021	COURT	1
6227762	14601.2(A)VC, WARRANTS	8/7/2021	CITE	1
6227793	530.5(A)PC, 11350(A)HS, 11364(A)HS	8/8/2021	CITE	1
6086944	23152(F)VC, 496(A)PC, 148.9(A)PC	8/10/2021	CITE	1
6229807	WARRANT	8/12/2021	CUST RLS	1
6231501	23152(A)VC, 23152(B)VC, 23247(E)VC	8/15/2021	CITE	1
6232344	594(B)(1)PC, 3056PC	8/16/2021	COURT	1
6235740	11377(A)HS, 11364(A)HS	8/23/2021	CITE	1
6236427	664-207(A)PC, 211PC, 487(A)PC, 242PC	8/24/2021	BOND	1
6088926	496(A)PC, 466PC, 11364(A)HS	8/27/2021	CITE	1
6088917	496(A)PC, 11377(A)HS, 466PC	8/27/2021	COURT	1
6089038	23152(A)VC	8/27/2021	CITE	1
6089121	2800.2(A)VC, 20002(A)VC	8/28/2021	CITE/5150	1

TOTAL BOOKED 15

BOOKING NUMBER	CHARGES	DATE BOOKED	TYPE OF RELEASE	INMATES BOOKED
6244172	23152(A)VC, 14601.2(A)VC, WARRANTS	9/8/2021	CITE	1
6244799	273.6(A)PC, WARRANT	9/9/2021	CITE	1
6244842	21510PC, 148.9(A)PC, WARRANT	9/9/2021	CITE	1
6245030	243(E)(1)PC, 487(C)PC	9/9/2021	CITE	1
6247314	WARRANT	9/14/2021	CITE	1
6247861	10851(A)VC, 466PC	9/15/2021	CITE	1
6248212	WARRANTS	9/15/2021	COURT	1

PALOS VERDES ESTATES ARRESTS BY

BOOKING NUMBER	CHARGES	DATE BOOKED	TYPE OF RELEASE	INMATES BOOKED
6091394	11364(A)HS, WARRANTS	9/16/2021	CRDF	1
6248494	10851(A)VC	9/16/2021	CITE	1
6249860	23140(A)VC, 12500(A)VC	9/18/2021	CITE	1
6250299	11377(A)HS, 11350(A)HS, 11364(A)HS	9/20/2021	CITE	1
6251423	10851(A)VC, 496(A)PC, 484(A)PC	9/22/2021	IRC	1
6253666	530.5(A)PC, 485PC, 148.9(A)PC	9/26/2021	IRC	1
6254438	25850(A)HS, 11364(A)HS, 11377(A)HS	9/28/2021	CITE	1
6254858	485PC, 11364(A)HS, WARRANT	9/28/2021	CITE	1
6255998	166(C)(1)PC, WARRANTS	9/30/2021	CITE	1

TOTAL BOOKED 16

BOOKING NUMBER	CHARGES	DATE BOOKED	TYPE OF RELEASE	INMATES BOOKED
6256124	273.5(A)PC	10/1/2021	CITE	1
6257459	466PC, 11364(A)HS, 12500(A)VC	10/4/2021	CITE	1
6259108	25400(A)PC, 11350(A)HS	10/7/2021	CITE	1
6259145	11350(A)HS, 647(F)PC	10/7/2021	CITE	1
6262442	14601.2(A)VC, WARRANTS	10/13/2021	CITE	1
6262452	11350(A)HS, 470(B)PC	10/13/2021	CITE	1
6262564	530.5(A)PC, 530.5(C)(1)PC, 11350(A)HS	10/14/2021	CITE	1
6262578	530.5(A)PC, 530.5(C)(1)PC, WARRANT	10/14/2021	CUST RLS	1
6263682	23152(A)VC, 23152(B)VC	10/16/2021	CITE	1
6263862	11364(A)HS	10/16/2021	CITE	1
6263840	135PC, 11364(A)HS, 12500(A)VC	10/16/2021	CITE	1
6264280	12500(A)VC, WARRANTS	10/17/2021	CITE	1
6264645	23152(A)VC, 23152(B)VC, 148.9(A)PC	10/18/2021	CITE	1
6264760	466PC	10/18/2021	CITE	1
6265481	166(A)(4)PC	10/20/2021	CITE	1
6266373	25850(A)PC, 11377(A)HS, 11364(A)HS	10/21/2021	CITE	1
6267091	664-187(A)PC, 422(A)PC, 242PC	10/23/2021	COURT	1
6267305	243(E)(1)PC	10/23/2021	CITE	1

TOTAL BOOKED 18

BOOKING NUMBER	CHARGES	DATE BOOKED	TYPE OF RELEASE	INMATES BOOKED
6272985	11377(A)HS	11/5/2021	CITE	1
6272997	11377(A)HS	11/5/2021	CITE	1
6276764	11364(A)HS	11/13/2021	CITE	1
6276780	466PC, WARRANT	11/13/2021	CITE	1
6278931	148(A)(1)PC, 23152(G)VC, 11377(A)HS	11/18/2021	CITE	1
6280712	WARRANT	11/22/2021	COURT	1
6281624	23152(A)VC	11/24/2021	CITE	1

TOTAL BOOKED 7

BOOKING NUMBER	CHARGES	DATE BOOKED	TYPE OF RELEASE	INMATES BOOKED
6284508	10851(A)VC, 14601.1(A)VC	12/1/2021	CITE	1
6284839	11377(A)HS, 11364(A)HS, 466PC	12/2/2021	CITE	1
6100165	459PC	12/2/2021	CRDF	1
6287926	273.5(A)PC	12/4/2021	COURT	1
6288345	10851(A)VC, 182(A)(1)PC	12/5/2021	CITE	1
6288355	10851(A)VC, 182(A)(1)PC	12/5/2021	CITE	1
6288379	10851(A)VC, 182(A)(1)PC	12/5/2021	CITE	1

PALOS VERDES ESTATES ARRESTS BY

BOOKING NUMBER	CHARGES	DATE	TYPE OF	INMATES
6290315	23152(A)VC	12/9/2021	CITE	1
6291448	23152(A)VC	12/9/2021	CITE	1
6291557	664-459PC, 2800.1PC, 466PC	12/11/2021	COURT	1
6293922	10851(A)VC, 11377(A)HS, 466PC	12/16/2021	CITE	1
6293945	WARRANTS	12/16/2021	CITE	1
6295672	11364(A)HS, 12500(A)VC	12/20/2021	CITE	1
6296621	11364(A)HS, 14601.1(A)VC, WARRANT	12/21/2021	CITE	1
6286123	496(A)PC, 466PC, 182(A)(1)PC	12/22/2021	CITE	1
6286126	466PC, 182(A)(1)PC	12/22/2021	CITE	1
6297558	243(E)(1)PC	12/23/2021	CITE	1
6297749	11377(A)HS, 11364(A)HS	12/24/2021	CITE	1
6299218	530.5(A)PC, 496(A)PC, 11364(A)HS	12/28/2021	CITE	1

TOTAL BOOKED 19

BOOKING NUMBER	CHARGES	DATE	TYPE OF	INMATES
6301479	459PC, 243(E)(1)	1/2/2022	IRC	1
6301863	WARRANT	1/3/2022	IRC	1
6301898	11364(A)HS	1/3/2022	CITE	1
6303007	647(F)PC, WARRANTS	1/5/2022	COURT	1
6309717	23152(A)VC	1/20/2022	CITE	1
6310704	243(E)(1)PC	1/22/2022	CITE	1
6311223	23152(A)VC, 23152(B)VC, 20002(A)VC	1/23/2022	CITE	1
6314567	69PC, 466PC, 11377(A)HS	1/27/2022	CITE	1
6314581	11364(A)HS, WARRANTS	1/27/2022	CITE	1
6315082	25850(A)PC, 148.9(A)PC, WARRANT	1/28/2022	CUST RLS	1
6315102	148.9(A)PC	1/28/2022	CITE	1
6315681	273.5(A)PC	1/28/2022	BOND	1
6316868	166(A)(4)PC, 11364(A)HS, WARRANTS	1/31/2022	CITE	1

TOTAL BOOKED 13

BOOKING NUMBER	CHARGES	DATE	TYPE OF	INMATES
6317619	496(A)PC, 484(A)PC, 182(A)(1)PC	2/1/2022	CITE	1
6317636	496(A)PC, 484(A)PC, 182(A)(1)PC	2/1/2022	CITE	1
6312599	11364(A)HS	2/8/2022	CITE	1
6312600	11364(A)HS	2/8/2022	CITE	1
6324543	664-459PC	2/13/2022	CITE	1
6324602	23152(A)VC	2/13/2022	CITE	1
6325324	WARRANTS	2/14/2022	CUST RLS	1
6326014	WARRANTS	2/15/2022	CITE	1

TOTAL BOOKED 8

MARCH 2022

BOOKING NUMBER	CHARGES	DATE	TYPE OF	INMATES
6321365	WARRANT	3/9/2022	COURT	1
6321441	11364(A)HS, 11350HS, 23247EVC	3/10/2022	CITE	1
6321441	11364(A)HS	3/10/2022	CITE	1
6324994	530.5EPC, 466PC	3/15/2022	CITE	1
6324998	530.5EPC, 466PC	3/15/2022	CITE	1
6324989	530.5EPC, 466PC 11364HS	3/15/2022	CITE	1
6326451	14601.1(A)VC, 11364(A)HS WARRANTS	3/17/2022	CITE	1
6331623	23152(A) 12500(A)VC, WARRANTS	3/25/2022	COURT	1

PALOS VERDES ESTATES ARRESTS BY

6332789	417(A)(1)PC 23152(A)VC 23152(B)VC	3/26/2022	CITE	1
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MONTH

TOTAL BOOKED 9

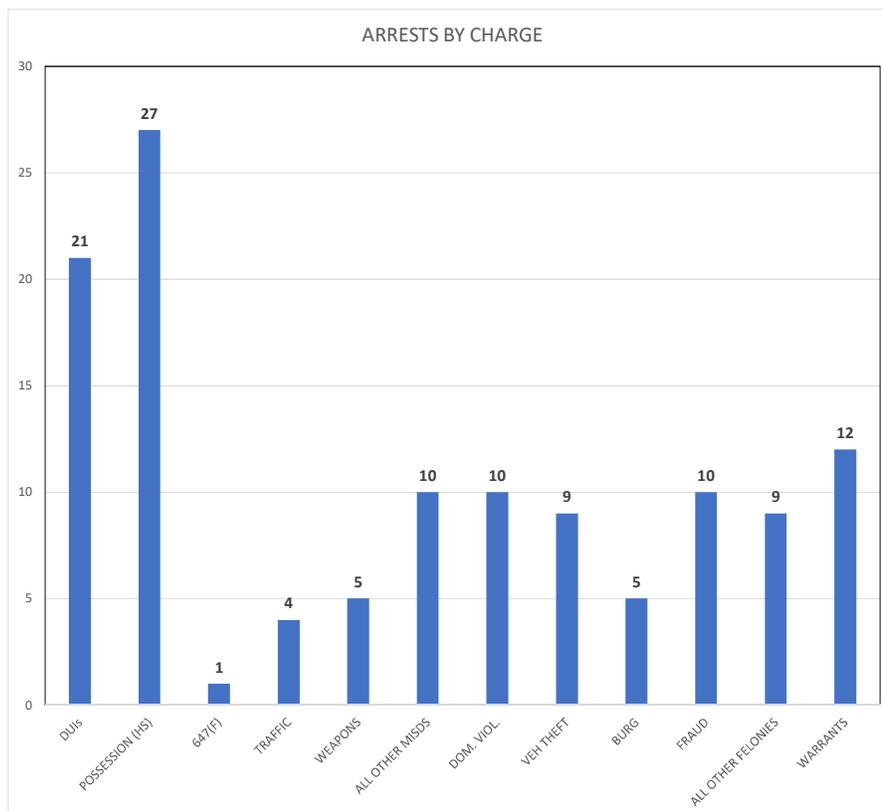
APRIL 2022

BOOKING NUMBER	CHARGES	DATE BOOKED	TYPE OF RELEASE	INMATES BOOKED
6340873	23152(A)VC 14601.2(A)VC	4/9/2022	CITE	1
6340994	WARRANT	4/10/2022	CUST RLSE	1
6342066	WARRANT	4/10/2022	IRC	1
6345905	11377(A)HS WARRANT	4/18/2022	CITE	1
6350665	3056PC	4/24/2022	CRDF	1
6352135	11377(A)HS, 3455(B)(1), 11364HS WARANT	4/26/2022	IRC	1

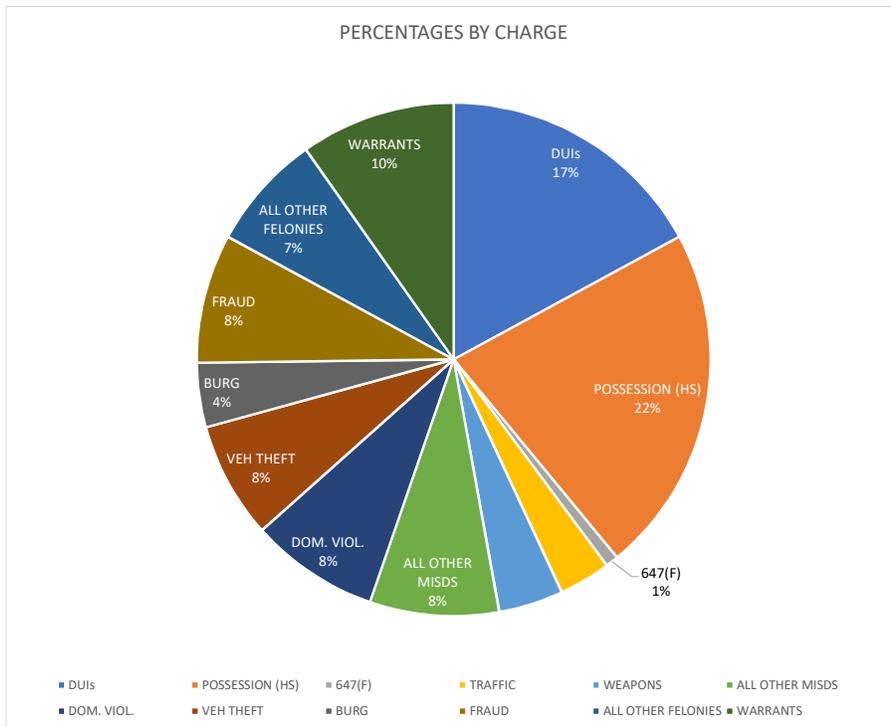
TOTAL BOOKED 6

DUIs	21
POSSESSION (HS)	27
647(F)	1
TRAFFIC	4
WEAPONS	5
ALL OTHER MISDS	10
DOM. VIOL.	10
VEH THEFT	9
BURG	5
FRAUD	10
ALL OTHER FELONIES	9
WARRANTS	12

123



PALOS VERDES ESTATES ARRESTS BY MONTH





Administrative Report

H.9., File # 22-4210

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

ADOPT BY TITLE ONLY ORDINANCE NO. 3230-22, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADDING MUNICIPAL CODE CHAPTER 15 TO TITLE 3 REGARDING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS, FOR SECOND READING AND ADOPTION.

EXECUTIVE SUMMARY

On May 17, 2022, the City Council approved the attached ordinance related to regulations prohibiting the unlawful possession of catalytic converters for introduction and first reading. The ordinance is now ready for adoption and second reading. If adopted, the ordinance will take effect in thirty days.

As part of the approval of First Reading of the ordinance, the City Council directed staff to increase the penalty from \$500 to \$1000 per violation. The requested modification is reflected in the attached ordinance.

BACKGROUND

Adoption of the proposed ordinance would establish regulations prohibiting the unlawful possession of catalytic converters in the City of Redondo Beach. The theft of catalytic converters has been an on-going concern in the City for several years. Catalytic converter thefts contribute significantly to theft related crime statistics within the City and cost victims thousands of dollars in repairs. There is currently no local, state, or federal legislation to define and punish the possession of detached catalytic converters absent an identifiable victim. On May 17, 2022, the Redondo Beach Police Department proposed for first reading, the attached ordinance which is needed to establish regulations prohibiting the unlawful possession of catalytic converters in the City of Redondo Beach.

COORDINATION

The Police Department coordinated the development of this ordinance with the City Attorney's Office.

FISCAL IMPACT

Funding for the staff associated with the implementation and enforcement of the ordinance is available in the annual operating budgets of the Police Department and City Attorney's Office - Prosecution Division.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Catalytic Converter Ordinance
Administrative Report 5-17-22

ORDINANCE NO. 3230-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADDING CHAPTER 15 TO TITLE 3 OF THE REDONDO BEACH MUNICIPAL CODE TO ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS

WHEREAS, the Redondo Beach Police Department has seen a marked increase in catalytic converter thefts from automobiles over the past several years; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Redondo Beach to define and punish catalytic converter thefts absent an identifiable victim; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Redondo Beach to define and punish the recycling or sale of unlawfully obtained catalytic converters, thus incentivizing criminal enterprise of catalytic converter thefts; and

WHEREAS, catalytic converters contain expensive precious metals including platinum, palladium, and rhodium, which costs more than \$11,000 per ounce; and

WHEREAS, the average cost of replacing a stolen catalytic converter and repairing the damage to the vehicle is typically more than \$2,000 to the victim; and

WHEREAS, there are currently no City, State, or Federal legislation applicable within the City of Redondo Beach requiring individuals to provide proof to law enforcement as to how they obtained catalytic converters, thus limiting law enforcement's ability to protect the public by preventing catalytic converter thefts and preventing law enforcement from seizing suspected stolen catalytic converters when no victim is present; and

WHEREAS, catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for numerous reasons including, but not limited to: (1) the ease and undetectable nature of committing the thefts in a matter of seconds using common tools such as a reciprocating saw, (2) the ability to recycle catalytic converters at scrap metal yards for high dollar returns ranging from \$200 to \$1,200 per catalytic converter, and (3) loopholes in legislation protecting criminals from prosecution unless a victim can be identified; and

WHEREAS, finding a victim of these crimes is nearly impossible due to the undetectable nature of the catalytic converter thefts and catalytic converters being untraceable to link back to a victim (no identifying markers on the catalytic converters); and

WHEREAS, there have been multiple instances in which Redondo Beach Police Officers have contacted individuals in possession of suspected stolen catalytic converters (e.g. discovering freshly cut catalytic converters on a consensual vehicle search) and the officers are

ORDINANCE NO. ****
ADDING CHAPTER * TO TITLE *
OF THE REDONDO BEACH MUNICIPAL CODE

PAGE NO. 1

unable to make an arrest for theft or possession of stolen property, because they could not identify a victim or lawful owner of the catalytic converters; and

WHEREAS, due to lack of legislation defining and prosecuting these thefts, 99% of all catalytic converter theft cases in the City of Redondo Beach have gone unsolved, which is fundamentally unacceptable for the citizens of the City of Redondo Beach; and

WHEREAS, the citizens of Redondo Beach and the Redondo Beach Police Department are in need of legislation for multiple reasons including, but not limited to: (1) deterrence by establishing zero-tolerance for catalytic converter thefts, (2) sanctions for possessing stolen catalytic converters, (3) preventing criminals from profiting from the sale and recycling of stolen catalytic converters, (4) providing indirect justice to the victims of catalytic converters whose cases will go unsolved, (5) reducing Part I crime statistics which have been substantially negatively impacted by catalytic converter thefts, and (6) minimizing the fiscal and personnel impact on the City of Redondo Beach invested in deterring and investigating catalytic converter thefts; and

WHEREAS, it is well established that individuals who are in possession of stolen catalytic converters then recycle them for substantial profit while both the community and the victims of these thefts suffer tremendous consequences in the form of costly repairs, inconvenience, and leading the community to feel an overall lack of safety.

WHEREAS, the City of Redondo Beach has held numerous events etching catalytic converters for citizens of Redondo in an effort to prevent such thefts which has been successful; however, the City wants to add this ordinance as another tool to fight the plague of catalytic converter thefts; and

WHEREAS, individuals who are in possession of stolen catalytic converters recycle them for substantial profit while victims of these thefts suffer tremendous consequences of paying thousands of dollars in repairs, the inconvenience of repairing their vehicles, and feeling unsafe in the community; and

WHEREAS, this Ordinance is necessary to provide the City of Redondo Beach Police Department clearly established legal authority to protect the public and deter this criminal activity.

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

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2. Title 3, Chapter 15 of the Redondo Beach Municipal Code is hereby added to read in its entirety as follows:

“UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER

3-15.01

ORDINANCE NO. 3230-22
ADDING CHAPTER * TO TITLE *
OF THE REDONDO BEACH MUNICIPAL CODE

PAGE NO. 2

It shall be unlawful to possess any catalytic converter that is not attached to a vehicle unless the possessor has valid documentation or other proof to verify they are in lawful possession of the catalytic converter.

3-15.02

For purposes of this section, "lawful possession" includes being the lawful owner of the catalytic converter or in possession of the catalytic converter with the lawful owner's written consent. It is not required to prove the catalytic converter was stolen to establish the possession is not a "lawful possession."

3-15.03

For purposes of this section, "documentation or other proof" means written document(s) that clearly identify the vehicle from which the catalytic converter originated and includes but is not limited to the following document types: bill of sale from the original owner with photographs, documentation from an auto-body shop proving the owner relinquished the catalytic converter to the auto-body shop, verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter, photographs of the vehicle from which the catalytic converter originated, vehicle registration associated with the catalytic converter containing an etched associated license plate number or vehicle identification number. The validity of "documentation or other proof" is based on the totality of the circumstances.

3-15.04

Each and every violation of this section shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Redondo Beach Municipal Code. Each and every catalytic converter unlawfully possessed is a separate violation of this section.

3-15.05

Each and every violation of this section may in the discretion of the City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed \$1000 or imprisonment in the county jail for a period of not more than 12 months, or both.

3-15.06

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

SECTION 3. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

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 31st day of May, 2022.

William C. Brand, Mayor

ATTEST:

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. _____ duly introduced at a regular meeting of the City Council held on the 17th day of May, 2022, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the 31st day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

ORDINANCE NO. 3230-22
ADDING CHAPTER * TO TITLE *
OF THE REDONDO BEACH MUNICIPAL CODE

PAGE NO. 5



Administrative Report

N.3., File # 22-3987

Meeting Date: 5/17/2022

To: MAYOR AND CITY COUNCIL
From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING A CHANGE TO THE MUNICIPAL CODE TO ESTABLISH AN ORDINANCE FOR THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3230-22, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADDING MUNICIPAL CODE CHAPTER 15 TO TITLE 3 REGARDING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS. FOR INTRODUCTION AND FIRST READING.

EXECUTIVE SUMMARY

Adoption of the proposed Ordinance would establish regulations prohibiting the unlawful possession of catalytic converters in the City of Redondo Beach. The theft of catalytic converters has been an on-going concern in the City for several years. There is currently no local, state, or federal legislation to define and punish the possession of detached catalytic converters absent an identifiable victim.

BACKGROUND

The City of Redondo Beach has experienced numerous catalytic converter thefts from automobiles over the past several years. Catalytic converter thefts contribute significantly to theft related crime statistics within the City and cost victims thousands of dollars in repairs.

Currently there is no local, state or federal legislation applicable within the City of Redondo Beach to prosecute catalytic converter thefts absent an identifiable victim. Nor is there law that allows for conviction for the recycling or sale of unlawfully obtained catalytic converters. Additionally, there is currently no local, state, or federal legislation applicable within the City of Redondo Beach requiring individuals to provide proof to law enforcement as to how a catalytic converter was obtained, thus limiting law enforcement's ability to prevent catalytic converter thefts and seize suspected stolen catalytic converters when no victim is present or able to be identified. The lack of laws on the subject has emboldened criminal enterprise. The adoption of this Ordinance would help improve the situation by making the possession of a detached catalytic converter illegal, in violation of the Redondo Beach Municipal Code.

Catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons including:

- The ease and undetectable nature of committing the thefts in a matter of seconds using

common tools such as a cordless reciprocating saw.

- The ability to recycle catalytic converters at scrap metal yards for high dollar amounts.
- Legislation protecting criminals from prosecution unless the owner of a catalytic converter can be identified and located.

Catalytic converters are not serialized vehicle components so finding an owner is typically very difficult. Due to a lack of legislation defining and prosecuting these thefts when a victim cannot be identified, the vast majority of all catalytic converter theft cases in the City of Redondo Beach are unsolved or result in a lack of criminal charges being filed.

The City of Redondo Beach and the Redondo Beach Police Department would benefit from the creation of this ordinance for multiple reasons including:

- Creating a deterrent by establishing zero-tolerance for catalytic converter thefts.
- Sanctions for possessing stolen catalytic converters.
- Preventing criminals from profiting from the sale and recycling of stolen catalytic converters.
- Providing justice to the victims of catalytic converters whose cases would otherwise go unsolved.
- Reducing Part I crime statistics which have been negatively impacted by catalytic converter thefts.
- Minimizing the impact on City of Redondo Beach resources dedicated to deterring and investigating catalytic converter thefts.

Individuals who are in possession of stolen catalytic converters recycle them for substantial profit while victims of these thefts suffer tremendous consequences by paying thousands of dollars in repairs, loss of time, and a reduced perception of individual safety in the community.

This ordinance will provide the Redondo Beach Police Department a legal option to further protect the citizens of Redondo Beach and deter this criminal activity.

COORDINATION

The Police Department coordinated the development of this Ordinance with the City Attorney's Office.

FISCAL IMPACT

Funding for the staff associated with the implementation and enforcement of the Ordinance is available in the annual operating budgets of the Police Department and City Attorney's Office - Prosecution Division.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Catalytic Converter Ordinance

Catalytic Converter Ordinance Presentation



Administrative Report

H.10., File # 22-4233

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-030, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE SUSPENSION OF PREFERENTIAL PARKING HOURS IN THE VINCENT AND VINCENT 2 PREFERENTIAL PARKING DISTRICTS FOR LIMITED HOURS ON JUNE 8 AND JUNE 9, 2022 FOR REDONDO BEACH UNIFIED SCHOOL DISTRICT COMMENCEMENT AND GRADUATION CEREMONIES

EXECUTIVE SUMMARY

Staff recommends that the City Council allow parking by the general public, for limited hours, in the Vincent and Vincent 2 preferential parking districts for the two days of the school district's annual commencement ceremonies. This mitigation will allow for parking of guests and alumni that may attend the separate middle school commencement and high school graduation ceremonies.

BACKGROUND

The City Council has previously approved the suspension of preferential parking districts on the north and south sides of the Redondo Union High School campus for prior High School and Middle School Commencement Ceremonies. The Vincent districts restrict parking from 8:00 a.m. to 10:00 p.m. daily. The Vincent 2 district restricts parking from 2:00 p.m. to 10:00 p.m. Monday through Friday and from 8:00 a.m. to 10:00 p.m. on Saturday.

The commencement ceremonies for both Perras Middle School and Adams Middle School will be held in the afternoon of Wednesday, June 08, 2022 at the Redondo Union High School campus football stadium. The High School graduation ceremony will be held in the stadium on the afternoon of Thursday, June 09, 2022.

The families of the graduates are informed to park on the north side of the high school in the parking lots adjacent to Diamond St. However, due to the size of past crowds, staff members are concerned that additional parking areas may be utilized as the extended families, friends, school alumni and individuals with disabilities will park on the south side of the school in the Vincent and Vincent 2 preferential parking districts.

The City Council may revise the hours of a preferential parking district pursuant to section 3-7.1701 of the Redondo Beach Municipal Code. Staff requests that City Council suspend the parking restrictions in the Vincent and Vincent 2 preferential parking districts on June 8th and June 9th, 2022, as issuance of citations during the ceremonies would not be in the best interest of the community.

COORDINATION

The Police Department coordinated this resolution with the City Attorney's Office.

FISCAL IMPACT

There is no fiscal impact to the City.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Reso - Suspension of Preferential Parking

RESOLUTION NO. CC-2206-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE SUSPENSION OF PREFERENTIAL PARKING HOURS IN THE VINCENT AND VINCENT 2 PREFERENTIAL PARKING DISTRICTS FOR LIMITED HOURS ON JUNE 8 AND JUNE 9, 2022.

WHEREAS, graduations for Redondo Union High School (the "High School"), and Parras Middle School and Adams Middle School (collectively the "Middle Schools") will take place at the High School on June 8 and 9, 2022, respectively; and

WHEREAS, the in-person graduation ceremonies for the High School and the Middle Schools will take place over two (2) days and will be about two hours more than the length of the typical High School graduation ceremony; and

WHEREAS, the commencement ceremonies are expected to attract thousands of attendees; and

WHEREAS, there is limited parking for these guests on the High School's property; and

WHEREAS, the City created the Vincent and Vincent 2 preferential parking districts, which are located near the High School; and

WHEREAS, many of the attendees are expected to park in the Vincent and Vincent 2 preferential parking districts in violation of the preferential parking hours; and

WHEREAS, the issuance of citations for parking in violation of the Vincent and Vincent 2 preferential parking districts during the commencement ceremony would not be in the best interest of the community; and

WHEREAS, the City desires to suspend the preferential parking hours in the Vincent and Vincent 2 preferential parking districts from 2:00 PM to 4:00 PM on June 8, 2022 and from 2:00 PM to 5:00 PM on June 9, 2022 in order to provide additional parking for guests of the commencement ceremonies.

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

SECTION 1. That on June 8, 2022 the preferential parking restrictions in the Vincent and Vincent 2 preferential parking districts shall be suspended from 2:00 PM to 4:00 PM.

SECTION 2. That on June 9, 2022 the preferential parking restrictions in the Vincent and Vincent 2 preferential parking districts shall be suspended from 2:00 PM to 5:00

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 7th day of June, 2022.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, 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-2206-030 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 7th day of June, 2022, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



Administrative Report

H.11., File # 22-4197

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

APPROVE AN AMENDMENT TO THE AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF THIRTY-SEVEN (37) PRO-EVIDENCE.COM LICENSES FOR ACCESS TO BODY-WORN CAMERA FOOTAGE FOR AN ADDITIONAL AMOUNT OF \$51,948 AND A NEW TOTAL CONTRACT NOT TO EXCEED AMOUNT OF \$476,621.95

EXECUTIVE SUMMARY

The Police Department is currently in year three of a five-year agreement with Axon Enterprise, Inc for Body-worn camera services, covering the term of April 15, 2020 - April 14, 2025. The current agreement includes three (3) individual Pro-Evidence.com licenses. The Pro-Evidence.com licenses allow authorized police supervisors, detectives and City Attorney personnel access to body-worn camera footage for investigative and court filing needs. An additional thirty-seven (37) Pro-Evidence.com licenses will give additional authorized personnel access to review critical body-worn camera footage for investigative and court filing needs. Approval of the amendment, will provide the Police Department with a total of forty (40) Pro-Evidence.com licenses.

BACKGROUND

In 2019, the Police Department applied for a U.S. Department of Justice Body-Worn Camera Policy and Implementation grant and was awarded \$190,000 in Federal matching funds for the Body-Worn Camera program. City Council approved the acceptance of the grant and the appropriation of Asset Forfeiture funding for the required matching funds in FY 2019-20. That year, following an RFP process, the City Council approved a five-year agreement with Axon Enterprise, Inc for the purchase of body-worn cameras, digital evidence management, data storage, annual software and maintenance for an amount not to exceed \$424,673.95. The City is currently in year three (3) of that five (5) year agreement.

The current agreement with Axon offers three (3) Pro-Evidence.com licenses. Pro-Evidence.com licenses provide individual access to body-worn camera footage from the stored data. Authorized Police Department supervisors, detectives, and City Attorney's Office personnel all need regular access to the footage for investigative and court filing purposes.

In early 2022, Axon Enterprise, Inc. conducted an internal audit of their products and services. Axon Enterprise, Inc. discovered that the current agreement as written only provides for three (3) Pro-Evidence.com licenses while in practice the Police Department has operated with unlimited access. To respond to Axon's audit and request for contract amendment, a review of Police Department data

access needs was conducted to determine the number of needed licenses for Police and City Attorney personnel. Given the number of Department Supervisors (essentially all personnel with a rank of sergeant or above) a total of (40) Pro-Evidence.com licenses is required to meet the ongoing needs of the Police Department and City Attorney's Office.

COORDINATION

The Police Department coordinated this report with the City Attorney's Office and the Financial Services Department.

FISCAL IMPACT

The 37 additional licenses, increases the annual cost of the agreement by \$17,314.27 in years three (3) and four (4), and \$17,319.46 in year five (5), for an amended amount of \$51,948.00 and a new contract not to exceed total of \$476,621.95. The additional Pro.Evidence.com licenses will be purchased with Asset Forfeiture funds.

Funding

\$51,948 Asset Forfeiture

Expenditures

\$51,948 Thirty-Seven (37) Pro.Evidence.com Licenses

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Agreement Amendment
Original Agreement
Insurance



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

Q-357334-44694.583KP

Issued: 05/13/2022

Quote Expiration: 06/07/2022

Estimated Contract Start Date: 06/15/2022

Account Number: 108077

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery;Invoice-401 Diamond St 401 Diamond St Redondo Beach, CA 90277-2836 USA	Redondo Beach Police Dept. - CA 401 Diamond St Redondo Beach, CA 90277-2836 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Jeffrey Mence Phone: (310) 379-2477 Email: jeffrey.mence@redondo.org Fax:

Quote Summary

Program Length	36 Months
TOTAL COST	\$51,948.00
ESTIMATED TOTAL W/ TAX	\$51,948.00

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jun 2022	\$17,314.27	\$0.00	\$17,314.27
Jun 2023	\$17,314.27	\$0.00	\$17,314.27
Jun 2024	\$17,319.46	\$0.00	\$17,319.46
Total	\$51,948.00	\$0.00	\$51,948.00

Quote List Price: \$51,948.00
 Quote Subtotal: \$51,948.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Pro License Bundle								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	36m	37	\$1,404.00	\$1,404.00	\$51,948.00	\$0.00	\$51,948.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	36m	111	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$51,948.00	\$0.00	\$51,948.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	111	06/15/2022	06/14/2025
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	37	06/15/2022	06/14/2025

Payment Details

Jun 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	111	\$0.00	\$0.00	\$0.00
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	37	\$17,314.27	\$0.00	\$17,314.27
Total				\$17,314.27	\$0.00	\$17,314.27

Jun 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	111	\$0.00	\$0.00	\$0.00
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	37	\$17,314.27	\$0.00	\$17,314.27
Total				\$17,314.27	\$0.00	\$17,314.27

Jun 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	111	\$0.00	\$0.00	\$0.00
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	37	\$17,319.46	\$0.00	\$17,319.46
Total				\$17,319.46	\$0.00	\$17,319.46

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

This quote is co-termed with quote Q-241153 (executed contract #00026838). This has been done according to an anticipated start date 6/15/2022.

Q-357334 has been set in accordance with the Terms and Conditions originally agreed to in Q-241153 (executed contract #00026838)

Signature - William C. Brand, Mayor

Date Signed

5/13/2022

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

Approved:

Diane Strickfaden, Risk Manager





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/03/2022

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Scottsdale Indemnity Company		15580
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570091853207 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	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 <input checked="" type="checkbox"/> see Prod Liab info att'd GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: Xc1 Prod/Comp Ops			NGI0000057 SIR applies per policy terms & conditions	03/01/2022	03/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded Per Occ SIR \$1,000,000
	AUTOMOBILE LIABILITY <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)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			UNI0000002	03/01/2022	03/01/2023	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input type="checkbox"/> N	N / A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570091853207

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.
CERTIFICATE HOLDER**CANCELLATION**

Axon Enterprise, Inc. 17800 N. 85th St. Scottsdale AZ 85255 USA	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>Aon Risk Insurance Services West, Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570091853207			
CARRIER See Certificate Number: 570091853207	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Products Liability Schedule

Products/Completed Operations Coverage
 2/1/2022 - 2/1/2023:

Policy #034064091
 Lexington Insurance Company
 Claims Made Coverage Form - Products Liability
 \$10,000,000 Each Occurrence Limit
 \$10,000,000 Products/Completed Operations Aggregate Limit
 \$ 5,000,000 Per Claim Self Insured Retention

Policy #034064092
 Lexington Insurance Company
 Occurrence Coverage Form - Products Liability
 \$10,000,000 Each Occurrence Limit
 \$10,000,000 Products/Completed Operations Aggregate Limit
 \$ 5,000,000 Per Occurrence Self Insured Retention



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/03/2021

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Axon Enterprise, Inc.; MediaSolv Solutions Corporation; Viewu, LLC 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Scottsdale Indemnity Company	NAIC # 15580
	INSURER B: Greenwich Insurance Company	NAIC # 22322
	INSURER C: Endurance American Specialty Ins Co.	NAIC # 41718
	INSURER D:	
	INSURER E:	
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570089714320 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL 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
	AUTOMOBILE LIABILITY <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)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
C	E&O-Technology			PRO10013803303 Cyber/E&O Primary Clms Ma SIR applies per policy terms & conditions	09/30/2021	09/30/2022	Primary Cyber Liab. \$5,000,000 Ea. Claim SIR \$100,000

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

CERTIFICATE HOLDER Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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Certificate No : 570089714320



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the Redondo Beach Police Department ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

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

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

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run

from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

- 7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this



Agreement by reference.

- 9 **Device Warnings.** See www.axon.com/legal for the most current Axon device warnings.
- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 12 **Indemnification.** Axon will indemnify Agency's officers, directors, elected officials, volunteers and employees ("**Agency Indemnitees**") against all claims, damages, demands, losses, liabilities and expenses arising out of a third-party claim against an Agency Indemnitee arising out of or resulting from any acts, errors or omissions, or willful misconduct by Axon, its subcontractors or anyone directly or indirectly employed by Axon or its subcontractors arising out of or related to this Agreement, and breach of this agreement or violation of applicable law except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 13 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 14 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 15 **Agency Responsibilities.** Agency is responsible for. (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 16 **Termination.**
 - 16.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency

purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

17 Confidentiality. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18 General.

18.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

18.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

18.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9 Survival. The following sections will survive termination: Payment, Warranty, Device Warnings,



Master Services and Purchasing Agreement

Indemnification, IP Rights, and Agency Responsibilities.

18.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: City of Redondo Beach
Attn: Captain Joe Hoffman
401 Diamond Street
Redondo Beach, CA 90277
Joe.Hoffman@redondo.org

18.12 Entire Agreement: This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature:

[Handwritten signature of Robert Driscoll]

Name: Robert Driscoll

Title: VP, Associate General Counsel

Date: 4/15/20

Agency: City of Redondo Beach

Signature:

[Handwritten signature of William C. Brand]

Name: William C. Brand

Title: Mayor

Date: April 8, 2020

Attest:

[Handwritten signature of Eleanor Manzano]

Eleanor Manzano
City Clerk

Approved as to Form:

[Handwritten signature of Michael W. Webb]
for Michael W. Webb
City Attorney



Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term.** For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**").

3 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and

Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

7 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

8 **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption

or errors before Agency uploads data to Axon Cloud Services.

- 12** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 12.2.** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 12.3.** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4.** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 12.5.** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 12.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 12.7.** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 13** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 14** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 16** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera 1-Day Service (BWC 1-Day).** BWC 1-Day includes one day of on-site Services and a professional services manager to work closely with Agency to assess Agency’s deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Setup Axon Mobile on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

- 3 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 5 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 6 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices (“**User Documentation**”). User Documentation will include all required environmental



specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

- 7** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

- 8** **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. (“TAP Term”).
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard (“OSP Standard”) includes Axon Evidence Unlimited, TAP for Axon body-worn camera (“BWC”) and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years (“OSP Term”). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 (“OSP 7”) and Officer Safety Plan 7 Plus (“OSP 7 Plus”) include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency’s OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency’s election not to utilize any portion of an OSP 7 bundle.

Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During the Term, you will be entitled to receive Axon’s Update and Upgrade releases on an if-and-when available basis.

An “Update” is a generally available release of Axon Records that Axon makes available from time to time. An Upgrade includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included in the OSP 7 bundle. The Axon Records subscription will begin upon the start of the OSP 7 Term and end at the end of the OSP 7 Term, as defined below.

- 5 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase’s first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date (“OSP 7 Term”).



- 6 **TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.
- 7 **TAP Dock Upgrade.** If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.
- 8 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.
- 9 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 10 **Return of Original Device.** If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 11 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 11.1. TAP and OSP coverage terminates as of the date of termination and no refunds will be given.
 - 11.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 11.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.

- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-241153-43885.761CM

Issued: 02/24/2020

Quote Expiration: 03/30/2020

Account Number: 108077

Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SHIP TO

Jeffrey Mendence
 Redondo Beach Police Dept. - CA
 401 Diamond Street
 Redondo Beach, CA 90277
 US

BILL TO

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SALES REPRESENTATIVE

Chris Morton
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PRIMARY CONTACT

Jeffrey Mendence
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 Email: jeffrey.mendence@redondo.org

TAP Replacement (Contract #00004396)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		42	699.00	0.00	0.00
73253	5 Year Technology Assurance Plan Warranty AB3 Camera		42	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		7	1,495.00	0.00	0.00
73255	5 Year Technology Assurance Plan Warranty AB3 Dock 8 Bay		7	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		84	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2		42	0.00	0.00	0.00
Other						
71019	NORTH AMERICA POWER CORD		7	0.00	0.00	0.00
Subtotal						0.00
Estimated Shipping						0.00
Estimated Tax						0.00
Total						0.00

Year 1 - New Users + Licenses

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80052	AXON AUTO TAGGING SERVICE ADD-ON: 1 YEAR PAYMENT		88	180.00	173.25	15,246.00



Year 1 - New Users + Licenses (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		11	336.00	323.40	3,557.40
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		85	180.00	173.25	14,726.25
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		88	240.00	231.00	20,328.00
85110	EVIDENCE.COM INCLUDED STORAGE		850	0.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED		85	288.00	277.20	23,562.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		3	468.00	450.45	1,351.35
85110	EVIDENCE.COM INCLUDED STORAGE		90	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		46	699.00	0.00	0.00
73253	5 Year Technology Assurance Plan Warranty AB3 Camera		46	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		4	1,495.00	0.00	0.00
73255	5 Year Technology Assurance Plan Warranty AB3 Dock 8 Bay		4	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		88	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2		46	0.00	0.00	0.00
70112	AXON SIGNAL UNIT		31	279.00	268.54	8,324.74
Other						
71019	NORTH AMERICA POWER CORD		4	0.00	0.00	0.00
Services						
85144	AXON STARTER		1	2,750.00	2,646.88	2,646.88
80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE		31	250.00	240.63	7,459.53
Subtotal						97,202.15
Estimated Tax						3,311.40
Total						100,513.55

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		2	699.00	0.00	0.00
73253	5 Year Technology Assurance Plan Warranty AB3 Camera		2	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		4	0.00	0.00	0.00



Spares (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
11534	USB SYNC CABLE, FLEX 2		2	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80053	AXON AUTO TAGGING SERVICE ADD-ON: 2 YEAR PAYMENT		88	180.00	173.25	15,246.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		11	336.00	323.40	3,557.40
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		85	180.00	173.25	14,726.25
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		88	240.00	231.00	20,328.00
85110	EVIDENCE.COM INCLUDED STORAGE		850	0.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED		85	288.00	277.20	23,562.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		3	468.00	450.45	1,351.35
85110	EVIDENCE.COM INCLUDED STORAGE		90	0.00	0.00	0.00
					Subtotal	78,771.00
					Estimated Tax	2,269.10
					Total	81,040.10

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80054	AXON AUTO TAGGING SERVICE ADD-ON: 3 YEAR PAYMENT		88	180.00	173.25	15,246.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		11	336.00	323.40	3,557.40
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		85	180.00	173.25	14,726.25
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		88	240.00	231.00	20,328.00
85110	EVIDENCE.COM INCLUDED STORAGE		850	0.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED		85	288.00	277.20	23,562.00



Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		3	468.00	450.45	1,351.35
85110	EVIDENCE.COM INCLUDED STORAGE		90	0.00	0.00	0.00
					Subtotal	78,771.00
					Estimated Tax	2,269.10
					Total	81,040.10

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80055	AXON AUTO TAGGING SERVICE ADD-ON: 4 YEAR PAYMENT		88	180.00	173.25	15,246.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		11	336.00	323.40	3,557.40
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		85	180.00	173.25	14,726.25
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		88	240.00	231.00	20,328.00
85110	EVIDENCE.COM INCLUDED STORAGE		850	0.00	0.00	0.00
80123	EVIDENCE.COM STORAGE, UNLIMITED		85	288.00	277.20	23,562.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		3	468.00	450.45	1,351.35
85110	EVIDENCE.COM INCLUDED STORAGE		90	0.00	0.00	0.00
					Subtotal	78,771.00
					Estimated Tax	2,269.10
					Total	81,040.10

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80056	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR PAYMENT		88	180.00	173.25	15,246.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT		11	336.00	323.40	3,557.40
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		85	180.00	173.25	14,726.25
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM		88	240.00	231.00	20,328.00
85110	EVIDENCE.COM INCLUDED STORAGE		850	0.00	0.00	0.00



Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
80123	EVIDENCE.COM STORAGE, UNLIMITED		85	288.00	277.20	23,562.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		3	468.00	450.45	1,351.35
85110	EVIDENCE.COM INCLUDED STORAGE		90	0.00	0.00	0.00
					Subtotal	78,771.00
					Estimated Tax	2,269.10
					Total	81,040.10

Grand Total: 474,574.95





Discounts (USD)

Quote Expiration: 06/30/2020

List Amount	507,704.00
Discounts	95,417.85
Total	412,286.15

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
TAP Replacement (Contract #00004396)	0.00
Year 1 - New Users + Licenses	100,513.55
Spares	0.00
Year 2	81,040.10
Year 3	81,040.10
Year 4	81,040.10
Year 5	81,040.10
Grand Total	424,673.95



Notes

100% discounted body-worn camera and dock hardware contained in the "TAP Replacement" group reflects a TAP replacement for hardware originally purchased under quote Q-19354 and Q-42220 (executed contract #00004396). All TAP obligations from this contract will be fulfilled upon execution of this quote. This refreshed hardware, along with new body-worn camera and dock hardware, will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements. This will take place at the 30 and 60 month marks of this new contract.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and the attached Axon Master Services and Purchasing Agreement, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions.

Agency: **City of Redondo Beach**

Signature: _____

Name: _____

Title: _____

Date: _____

Attest:

Eleanor Manzano
City Clerk

Approved as to Form:

Michael W. Webb
City Attorney

Please sign and email to Chris Morton at cmorton@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO#:
Review 1	Review 2	
Comments:		





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/06/2020

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	NAIC # 19437
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 570080474111 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> see Prod Liab Info att'd GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Xc1 Prod/Comp Ops			023627605 GL excluding Products SIR applies per policy terms & conditions	02/01/2020	02/01/2021	EACH OCCURRENCE	\$10,000,000
	AUTOMOBILE LIABILITY <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)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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)
 Evidence of Insurance.

CERTIFICATE HOLDER **CANCELLATION**

Axon Enterprise, Inc. 17800 N. 85th St. Scottsdale AZ 85255 USA	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>Aon Risk Insurance Services West, Inc.</i>
---	--

Holder Identifier :

Certificate No : 570080474111





AGENCY CUSTOMER ID: 570000007117

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570080474111			
CARRIER See Certificate Number: 570080474111	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Products Liability Schedule

Products/Completed operations Coverage
 2/1/2020 - 2/1/2021:

Policy #034064091
 Lexington Insurance Company
 Claims Made Coverage Form - Products Liability
 \$10,000,000 Each Occurrence Limit
 \$10,000,000 Products/Completed Operations Aggregate Limit
 \$ 5,000,000 Per Claim Self Insured Retention

Policy #034064092
 Lexington Insurance Company
 Occurrence Coverage Form - Products Liability
 \$10,000,000 Each Occurrence Limit
 \$10,000,000 Products/Completed Operations Aggregate Limit
 \$ 5,000,000 Per Occurrence Self Insured Retention



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570078643298			
CARRIER See Certificate Number: 570078643298	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Participating WC/EL Insurance Companies

- Twin City Fire Ins. Co. [AL, CO, FL, IL, IN, LA, ME, MI, MN, MT, ND, NE, NH, NM, NV, OH, OK, PA WA]
- Hartford Underwriters Ins. Co. [AR, DC, GA, MO, NC, NJ, NY, OR, TN, UT]
- Property & Casualty Ins. Co of Hartford [MD, VA]
- Hartford Insurance Company of the Midwest [CT]
- Hartford Accident and Indemnity Insurance Company [MA]
- Hartford Lloyds Ins. Co. [TX]
- Sentinel Ins. Co. [CA]



Administrative Report

H.12., File # 22-4178

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: KEITH KAUFFMAN, INTERIM FIRE CHIEF

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-031, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AMENDING THE OFFICIAL BOOK OF CLASSIFICATIONS FOR THE POSITION OF FIRE DIVISION CHIEF

EXECUTIVE SUMMARY

The recruitment for the next Fire Division Chief is set to begin this fall with an anticipated retirement. In an effort to widen the applicant pool and provide promotional opportunities for several capable internal candidates the job specification needs to be updated. The requirement for a Bachelor's Degree, for internal candidates only, has been removed due to their expansive knowledge of Redondo Beach and experience in navigating City processes. The Department currently has several members interested in the position and changing the degree requirement will expand the group of applicants significantly. These changes have been discussed and approved by the appropriate bargaining groups. Staff requests the classification specification for this position be updated to recruit the next Division Chief from an expanded group of capable internal candidates.

BACKGROUND

The City maintains an Official Book of Class Specifications for positions in the service of the City. As recruitments for open positions are initiated, class specifications are updated to validate job duties, responsibilities and qualifications. This action is recommended pursuant to Section 2-3.502 of Article 5 and Section 2-3.603 of Article 6, Chapter 3, Title 2 of the Redondo Beach Municipal Code, which authorizes the Mayor and City Council to set forth from time to time the class titles and specifications.

Under the direction of the Fire Chief, the Division Chiefs are the principal members of the leadership team for the Fire Department. Division Chiefs serve as the lead supervisor working 24-hour shifts coordinating complex emergency responses to large fires and multi-victim accidents. This role facilitates efficient emergency operations, coordinated mutual aid responses, effective risk management, and rapid community recovery. Each Division also carries a significant administrative assignment facilitating the direction, budgeting, and accountability for all aspects of the organization. The three different Fire Division Chief assignments include operations, fire prevention, and emergency management. These administrative assignments direct the principal actions of the Fire Department and set the future course of the agency. This direction, in collaboration with the Fire Chief and Fire Association, is the critical guiding force implementing industry best practices and bringing innovative solutions to the Department.

COORDINATION

Changing the classification specification for the Fire Division Chief has been coordinated with the Human Resources Department and Redondo Beach Firefighters Association. Fire Division Chiefs are members of the Management and Confidential labor group with no formal bargaining group. The City Attorney's Office approved the Resolution as to form.

FISCAL IMPACT

There is no fiscal impact associated with changing the classification specification.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Resolution to Amend Fire Division Chief Classification Specification
Updated Fire Division Chief Classification Specification

RESOLUTION NO. CC-2206-031

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
REDONDO BEACH, CALIFORNIA, AMENDING THE OFFICIAL
BOOK OF CLASSIFICATIONS FOR THE POSITION OF
FIRE DIVISION CHIEF**

WHEREAS, pursuant to Sections 2-3.802 and 2-3.803 of Article 8, Chapter 3, Title 2 of the Redondo Beach Municipal Code, the Mayor and City Council shall set forth from time to time the Class Titles and Specifications for job classifications; and,

WHEREAS, it is necessary to amend the Official Book of Classifications to reflect such action of the City Council.

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

SECTION 1. That the Official Book of Classifications is hereby amended, as reflected in the attached Exhibit "A" relating to the class specification for the position of Fire Division Chief.

SECTION 2. This resolution shall take effect immediately upon its adoption by the City Council.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 7th day of June, 2022.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, 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-2206-031 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 7th day of June, 2022, 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"

Unclassified

FIRE DIVISION CHIEF

DEFINITION

Under the direction of the Fire Chief, this position is accountable as a team member for performing executive level administrative work. The Division Chief is responsible for the day-to-day management of the Fire Department, including fire departmental emergency and non-emergency operations, paramedic services, disaster preparedness and marine safety. In addition, the Division Chief is responsible for managing projects and complex tasks to achieve results in support of the City's mission, goals, policies and objectives. The Division Chief may serve as acting Fire Chief during the Fire Chief's absence.

DUTIES, RESPONSIBILITIES AND EXPECTATIONS

- In cooperation with the Fire Chief, provides for the safety of all department employees.
- Provides effective leadership to accomplish the administrative objectives of the City Manager, Fire Chief and the policy goals of the City Council.
- Responds to major incidents reported to the Fire Department; assumes the role of Incident Commander; comprehends and initiates the Incident Command System/National Emergency Management System (ICS/SEMS/NEMS).
- Implements appropriate command and control strategies and operational directives to combat and extinguish all fires, manage large-scale medical emergencies, mitigate environmental threats and coordinate response to marine related emergencies.
- Exercises management of and supervision over, all divisions within the Fire Department.
- Coordinates Mutual Aid assistance as may be requested on wildland fire incidents, and performs duties as a Strike Team Leader as may be required.
- Works shift assignment and other hours as assigned, including days, evenings and nights, and overtime including weekends and holidays; must be available for call-back and automatic return to work within a reasonable response time during off-duty hours for major emergencies, disasters, critical incidents and as otherwise required.

- Maintains a working knowledge of the processes, skills and abilities necessary to manage and operate within an Emergency Operations Center (EOC).
- Provides effective leadership, direction, supervision, and training to all employees, while maintaining good order and discipline. Models good conduct for all Department employees. Engages employees through coaching, teambuilding, and mentoring efforts, and through periodic performance evaluation.
- Provides fiscal management through assistance with the preparation and administration of budgets, investigation of new revenue opportunities, containment of costs, and safeguarding of assets. Accurately and completely reports all financial conditions relevant to their areas of responsibility.
- Provides interdepartmental leadership and administration of multiple projects.
- Effectively represents the department and the City to public agencies, businesses, employees, media and the community, and interacts in a manner consistent with the City's Communication Policy
- Achieves positive, timely results for the organization using initiative and resourcefulness.
- Provides effective regulatory oversight and administration of contracts, grants and other projects.
- Delivers outstanding internal and external customer service while solving problems and creating sustainable solutions.
- Applies critical thinking to professional recommendations, decisions and completed staff work.
- Assists the Fire Chief with leadership support that strengthens regional fire service relationships throughout Los Angeles County and the State of California.
- Assists the Fire Chief with the implementation of innovative options to enhance emergency services, code enforcement practices, hazard mitigation and disaster preparedness.
- Assists the Fire Chief in the administration of all City adopted policies, rules and regulations, memoranda of understanding, and maritime law.
- Assists with capital improvement project planning, financing, administration and construction.

- Conducts regular evaluations of personnel, giving frequent and specific feedback about their performance; holds employees accountable for the performance of their jobs; provides encouragement and support, celebrating accomplishments and successes.
- Participates in evaluation of departmental business units, programs, functions, services, contracts and project performance.
- Conducts analytic research as assigned, preparing well-written reports and making effective presentations.
- Conducts duties, responsibilities, tasks and assignments with a constructive, cooperative, positive, professional attitude and demeanor.
- Maintains effective relations with City Council, Boards, Commissions, businesses, community groups and stakeholders to accomplish goals and improve communications.
- Supports the City's mission, goals, policies and objectives.
- Supports the City's corporate values of openness and honesty, integrity, ethics, accountability, outstanding customer service, teamwork, excellence, and fiscal and environmental responsibility.
- Performs all other related duties as may be assigned or required.

CLASSIFICATION

The position is exempt from coverage under the Fair Labor Standards Act. The employee is a member of the Unclassified Service.

QUALIFICATIONS

The position requires knowledge of leadership, management practices, techniques and methods to accomplish the goals and objectives of the City by combining the appropriate people, resources, processes and time to successfully achieve results. The position requires the professional ability to analyze, innovate and solve complex municipal problems with initiative and working as a team member in a dynamic environment.

All candidates require:

- Graduation from high school or GED equivalent

Desirable experience:

- Fire prevention/code enforcement programs, fire ground operations, disaster preparedness, emergency medical services and support services
- Experience in a water-based emergency response environment

Internal Candidates (Redondo Beach Fire Department employees):

The position requires upon appointment:

- A minimum of three-year's increasingly responsible experience holding the rank of Fire Captain with the City of Redondo Beach
- Possession of fire officer certification by the California State Fire Marshal at the time of application filing

Within eighteen months of employment in the rank, certification as Chief Officer by the California State Fire Marshal is required.

Lateral Entry/Open Recruitment:

The position requires upon appointment:

- A minimum of four-year's increasingly responsible experience within a municipal fire agency, holding the rank of Fire Captain or higher
- Graduation from an accredited college or university (regional accreditation preferred), with a bachelors' degree in public administration, business administration or a closely related field
- A master's degree is highly desirable
- Possession of fire officer certification by the California State Fire Marshal at the time of application filing

Within eighteen months of employment in the rank, certification as Chief Officer by the California State Fire Marshal is required.

The position requires knowledge and experience in labor relations and negotiations, finance, budgets, contract administration, goal-setting, economic development, technology, legislative affairs, communications and public relations, and human resources.

The position also requires computer literacy with knowledge in the use of Microsoft Office programs, the ability to communicate using email programs, and an understanding of and adherence to City policies for information technology.

Expected competencies for the position include knowledge of the California Firefighter Bill of Rights, Skelly and other disciplinary processes. The successful candidate will have sound decision making skills, strong analytical and critical thinking ability, and innovative problem solving skills. The candidate's skillset should also include excellent interpersonal, customer service and diplomatic skills, and strict ethical conduct.

The position requires meeting the physical employment standards for the position, and being able to perform all duties of the position of Firefighter at all times, with or without reasonable accommodation, while serving in this rank.



Administrative Report

H.13., File # 22-4121

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH VERONICA TAM & ASSOCIATES, INC. FOR CONSULTING SERVICES ASSOCIATED WITH THE HOUSING ELEMENT UPDATE AND THE PREPARATION OF AN INCLUSIONARY HOUSING ORDINANCE FOR AN ADDITIONAL AMOUNT OF \$10,440 FOR A NEW TOTAL AMOUNT NOT TO EXCEED \$172,390 AND TO EXTEND THE TERM THROUGH DECEMBER 31, 2022

EXECUTIVE SUMMARY

The City of Redondo Beach is in the process of updating its Housing Element for the 6th Cycle 2021-2029 planning period, as mandated by State Law. Additionally, the City Council has requested preparation of an Inclusionary Housing Ordinance.

A contract with Veronica Tam & Associates (VTA) was approved on October 20, 2020 for both tasks, with a term through June 30, 2022. Additional time is needed to revise the Housing Element for California Department of Housing and Community Development (HCD) approval and to adopt the Inclusionary Housing Ordinance. Therefore, the Community Development Department requests that the contract term be extended to December 31, 2022.

Additionally, there have been multiple revisions to the City's Housing Element, due to a number of new HCD requirements, needed to achieve certification. In order for VTA to assist in completing the next draft, coordinate the public hearing process, and submit the document for HCD certification, her contract needs to be increased by \$10,440 for a new not to exceed amount of \$172,390.

BACKGROUND

On October 20, 2020, the City Council approved a contract with Veronica Tam & Associates to begin work on the 6th Cycle Housing Element update and Inclusionary Housing Ordinance. Veronica Tam & Associates (VTA) has substantial experience in assisting municipalities in preparing Housing Element Updates and in preparing Inclusionary Housing Ordinances. Subconsultants for the contract include Environmental Science Associates (ESA), to prepare the CEQA analysis for the Housing Element, and Keyser Marston Associates (KMA), to conduct the financial evaluation for the Inclusionary Housing Ordinance. Both firms have extensive experience in their respective fields, and the City has utilized ESA to conduct CEQA processes in the past.

VTA completed work on the Housing Element, which was adopted by City Council on October 5, 2021 and then submitted it to the California Department of Housing and Community Development

(HCD) for certification. HCD issued comments on January 5, 2022. City Council provided direction to respond. Staff worked with VTA to prepare a revised Housing Element, which was adopted by City Council on February 8, 2022.

On April 12, 2022 HCD provided a comment letter, requiring additional revisions to the Housing Element. As those revisions need to be made and adopted, and because HCD requires 60 days for review and determination on the revised plan, the timeline for completing the Housing Element work will extend beyond the current contract term. This additional work requires a contract increase of \$10,440, for a new total amount not to exceed of \$172,390.

Since staff and City Council have had to focus on the Housing Element rather than moving forward with completion of the Inclusionary Housing Ordinance, the contract extension will also provide time to complete that portion of the work as well.

COORDINATION

Preparation of the contract amendment was coordinated with the City Attorney's Office.

FISCAL IMPACT

Funding for the original contract amount of \$161,950 was provided by the SB2 Grant Award (\$106,700) for the Housing Element portion of the work and by the General Plan Maintenance Fund (\$55,250) for the Inclusionary Housing Ordinance.

The increased contract amount of \$10,440, which will bring the total not to exceed amount to \$172,390, will be funded by the General Plan Maintenance Fund.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- First Amendment to contract Veronica Tam & Associates 6th Cycle Housing Element and Inclusionary Housing Ordinance
- Original Contract Veronica Tam & Associates
- Administrative Report October 20, 2020

**FIRST AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND VERONICA TAM & ASSOCIATES, INC.**

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 Veronica Tam & Associates, Inc., a California S Corporation (“Consultant” or “Contractor”).

WHEREAS, on October 20, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the “Agreement”); and

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

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

1. Term. Exhibit “B” of the Agreement is hereby amended to extend the term until December 31, 2022, unless terminated earlier pursuant to the terms of the Agreement.
2. Compensation. Exhibit “C” of the Agreement is hereby amended to add an additional compensation amount of \$10,440.

	Tam	Power	GIS	
Budget Amendment – Hourly Rates	\$180	\$120	\$130	
Revisions Made Post Adoption	16 hr	12 hr	8 hr	\$5,360
Additional HE and Sites Inventory Revision Anticipated	8 hr	8 hr	4 hr	\$2,920
Continued HCD/Staff Coordination	4 hr	0 hr	0 hr	\$720
Hearings (if necessary)	8 hr	0 hr	0 hr	\$1,440
<hr/>				
Total	36	20	12	\$10,440

3. No Other Amendments. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 7th day of June, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

VERONICA TAM & ASSOCIATES, INC.
a California S Corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

Eleanor Manzano, City Clerk

Michael W. Webb, City Attorney

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND VERONICA TAM & ASSOCIATES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Veronica Tam & Associates, a California S 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".

* * * * *

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. 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.

4. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

16. 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.

17. 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.
18. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
19. 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.
20. 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.
21. 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.
22. Time of Essence. Time is of the essence of this Agreement.
23. 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.
24. 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."
25. 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.

26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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 20th day of October, 2020.

CITY OF REDONDO BEACH

DocuSigned by:
William C. Brand
E6413C7231DF4E1...

William C. Brand, Mayor

VERONICA TAM & ASSOCIATES, INC.
A CALIFORNIA S CORPORATION

DocuSigned by:
Veronica Tam
3ED8E50E8A004B1...
By: _____
Name: Veronica Tam
Title: Principal

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Risk Manager Diane Strickfaden

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Consultant shall perform the following duties:

TASK 1 – PROJECT ADMINISTRATION AND COORDINATION

Veronica Tam & Associates (VTA) shall work with City staff and coordinate with the General Plan consultant as necessary to achieve Housing Element adoption on time (by October 15, 2021 or within the 120-day grace period, which will likely be utilized). Regular progress updates with City staff shall occur. These meetings shall be conducted via audio/video conferencing.

TASK 2 – HOUSING ELEMENT ASSESSMENT

Task 2.1 – Evaluation of the 2013-2021 Housing Element

As an initial task to the Housing Element update, VTA shall review and evaluate the City's progress in implementing the programs in the City 2017 Midterm Review of the 2013-2021 Housing Element and recommend changes in programs and objectives needed. The City's 2019 Housing Element Annual Progress Report (APR) is a good starting point for this evaluation.

Task 2.2 – Needs Analysis

The Housing Needs Assessment shall contain the following topics to satisfy Government Code Section 65583(a) requirements:

- Demographics, income, and employment trends;
- Household characteristics;
- Housing stock characteristics;
- At-risk housing analysis; analysis of special housing needs; and
- Affirmatively furthering fair housing analysis.

Most recently, HCD released a Technical Memo for AB 686 (Affirmatively Furthering Fair Housing). VTA shall consult this memo and HCD staff to ensure this new requirement is adequately addressed in the Housing Element update.

Task 2.3 – Sites Inventory and Analysis

The 6th Cycle RHNA is significant for the entire region. The City's draft RHNA is 2,483 units, doubled the City's 5th cycle RHNA. This Housing Element update would require significant efforts to identify additional sites with sufficient capacity for the increased RHNA, taking into considerations the adequate sites requirements under new Housing Element laws (SB 166, AB 1397, etc.). Specifically, HCD recommends a 20 percent buffer to accommodate the No Net Loss requirements.

VTA shall begin with the City's 2017 Housing Element Midterm Review sites inventory and remove parcels that are no longer available for development due to recent development/improvements or change in circumstance. VTA shall then identify additional sites to meet the RHNA. Identification of adequate sites for the RHNA require coordination with the General Plan consultant. The proposed Land Use Policy for the General Plan update may need to be adjusted in order to provide adequate sites for the RHNA.

Task 2.4 – Housing Constraints and Opportunities

VTA shall identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Redondo Beach. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. With the anticipated need to designate additional capacity for residential uses, the impacts of Measure DD would have to be analyzed as a potential constraint.

New Housing Element laws require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors.

In addition to the sites inventory, VTA shall also discuss other resources such as funding available and partnership opportunities, as well as opportunities for energy conservation.

Task 2.5 – Housing Implementation Plan

Based upon the analyses and research conducted in the previous tasks, VTA shall update the Housing Element. For each program included in the Housing Element, VTA shall establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs shall satisfy requirements of Government Code Sections 65583(b) and (c). Several new programs are mandated:

- Program to incentivize Accessory Dwelling Units
- Program to address impediments to fair housing

TASK 3 – COMMUNITY PARTICIPATION (4 MEETINGS)

During the development of the Housing Element, the City is required to conduct outreach for community participation. The Housing Element shall summarize outreach activities and public participation efforts conducted as part of the General Plan Update that are relevant to the Housing Element. In addition, the budget and scope include the following:

- GPAC (1 Meeting) – To discuss with GPAC members regarding the Land Use Alternative and the need for adequate capacity for the RHNA
- Planning Commission and City Council (3 Meetings)
 - Housing Element Kickoff (2 Meetings) - To discuss the Housing Element update, new requirements, and potential challenges for the Redondo Beach Housing Element before the Planning Commission and City Council. Agencies and organizations serving low and moderate income residents and special needs groups, developers, and community stakeholders will be invited to these meetings.
 - Review of Draft Housing Element (1 Meeting) – To review the Draft Housing Element with the Planning Commission prior to submittal to HCD for review

Agencies and organizations serving low and moderate income residents and special needs groups, developers, and community stakeholders will be invited to these public meetings.

TASK 4 – REVIEW AND APPROVAL OF HOUSING ELEMENT AMENDMENT

Task 4.1 – Staff Review of Draft Housing Element

With the analyses conducted in the previous tasks, VTA shall comprehensively update the City's 2017 Midterm Review Housing Element for the 2021-2029 cycle. A Screendraft Housing Element shall be prepared for staff review.

Task 4.2 – Public Review Draft Housing Element

VTA shall revise the Screendraft Housing Element, responding to staff comments to formulate the Public Review Draft. VTA recommends presenting this Draft Housing Element to the Planning Commission prior to submitting for HCD review (see Task 3). VTA shall revise the Public Review Draft Housing Element to reflect any changes desired by the Planning Commission and respond to public comments.

Task 4.3 – HCD Submittal and Review

HCD review of the Draft Housing Element is mandatory. During the review, VTA shall work to address all HCD comments. VTA shall communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element shall be shown as tracked changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This way, final certification would be contingent upon adopting the Housing Element as revised and reviewed by HCD, and the City would avoid adopting a Housing Element that does not completely meet HCD requirements and needing to repeat the review and adoption process again.

Task 4.4 – Adoption Public Hearings (2)

Upon completion of HCD review, VTA shall conduct two public hearings one before the Planning Commission and one before the City Council for the adoption of the Housing Element.

Task 4.5 – Final Housing Element and State Certification

After the City Council adoption hearing, VTA shall package a Final Adopted Housing Element, along with the signed resolution, and send to HCD for its final 90-day review. VTA shall follow through with assisting the City in achieving State certification of the Housing Element.

TASK 5 – CEQA CLEARANCE

The Housing Element shall proceed before the General Plan Update. However, all redesignation of sites shall occur as part of the General Plan Update. Therefore, it is assumed the Housing Element shall be able to obtain CEQA clearance via a Negative Declaration or Mitigated Negative Declaration.

VTA will subcontract the CEQA services through ESA. ESA shall provide the following CEQA services for a not to exceed amount of \$18,290:

Scope of Work ESA – CEQA Clearance

ESA anticipates that an Initial Study/(M)ND shall be adequate to provide for CEQA clearance of the Project. While not expected, should it be determined that the Project's potential environmental effects could be significant and cannot be reduced to less than significant levels, and thus potentially require the preparation of an EIR, ESA shall immediately notify the Veronica Tam & Associates and the City (Project Team).

In accordance with CEQA requirements, ESA shall complete the environmental review process for the Project through preparation of an IS/(M)ND with the City of Redondo

Beach as the Lead Agency. The following tasks are required for the timely completion of the environmental review process:

Task 5.1 – Collect Data/Prepare Project Description

ESA shall attend a kickoff meeting with City staff and the Project Team prior to commencing work on the environmental document. Subjects for review and discussion at the meeting shall include, but not be limited to:

- finalize project description details;
- identify any prior environmental documentation that may be relevant to the Housing Element Update;
- identify project databases, sources of information, and key contacts; and
- identify key issues known to be of concern to agencies, interest groups, and the public.

It is assumed that the City shall provide any site-specific studies prepared to date, exhibits, project description details, and materials for development of the environmental document at the kick-off meeting. If additional data is required, ESA shall submit a memo detailing data needs to the City with recommendations on how best to fill them.

ESA shall prepare a draft (M)ND Project Description, with input from the Team, for City review, which shall include: a project location map; a description of the regional and local setting; the housing element history; planning context; population and housing characteristics and trends; and opportunity sites, if any. ESA assumes the necessary amendments shall be included as part of the City’s General Plan Update that is currently underway. The Project Description shall be used as the basis for preparing the City’s Initial Study Checklist, which is described below. Upon receipt of the City’s consolidated comments, ESA shall make necessary changes to the Project Description and submit for the City’s final review and approval.

Deliverables:

- Data Needs Memorandum, if needed (electronic submittal)
- Draft and Final Project Description to City for review and approval (electronic submittal)

Task 5.2 – Prepare Initial Study/(M)ND Package

The documentation necessary for completion of the Initial Study/(M)ND shall consist of the City’s Initial Study Checklist form accompanied by an Explanation of Checklist Determinations and the Project Description cited above. The Initial Study Checklist is comprised of a number of technical questions under 19 issue areas, each of which must be addressed with supporting data, evidence, and logic based analysis. The Explanation of Checklist Determinations shall substantiate why each of the environmental issues included within the Initial Study Checklist shall not result in significant and unavoidable impacts to the environment. Given the nature of the Housing Element Update, it is anticipated that most issue areas would result in less than significant or no impacts as the Housing Element Update shall lay the groundwork for the City to provide the housing necessary to comply with the RHNA allocation, thereby increasing the housing stock as required. While ESA does not anticipate the need for extensive analysis of environmental issues in light of the nature of the Project, sufficient analysis based on information received in Task 1 shall be provided to satisfy the requirements of CEQA. The following CEQA issue areas would be discussed in the IS/(M)ND:

Aesthetics: ESA shall discuss the visual character of the City and the potential visual and aesthetics impacts to surrounding land uses as a result of implementation of the Housing Element Update.

Agricultural and Forestry Resources: There are currently no agriculture or forest resources in the City. Thus, it is anticipated that this analysis of this environmental topic would not result in impacts.

Air Quality: The air quality impact analysis shall include a general discussion of potential temporary, short-term (i.e., construction) air pollutant effects. ESA shall discuss short-term emissions attributable to development anticipated under the housing element and quantitatively assess the proposed project. Projected construction emissions shall be discussed based on construction data (e.g., assumed duration of construction, amount of land to be disturbed/graded, typical types of equipment to be used) for the proposed housing sites. Longterm (i.e., operational) air pollutant emissions, including stationary, area, and mobile source emissions shall be assessed. Regional mobile source emissions shall be estimated based on trip generation data from the transportation analysis. With respect to GHG emissions associated with future development under the housing element, ESA shall evaluate consistency with applicable strategies to reduce GHG emissions.

Biological Resources: The City of Redondo Beach is primarily developed. Given that development would likely occur in already urban areas, it is unlikely that there would be significant impacts associated with this topic. Nevertheless, the IS/MND shall consider the Housing Element Update's impact on biological resources, including direct and indirect impacts that could arise and identify appropriate mitigation, if necessary.

Cultural Resources: ESA shall identify and evaluate the potential impacts to cultural resources associated with the Housing Element Update and identify appropriate mitigation measures, if necessary. ESA shall rely in part on information provided in any previous studies done within the City of Redondo Beach to evaluate the cultural context. In addition, ESA shall conduct a cultural resources investigation to assess potential impacts to cultural resources associated with opportunity sites, if such are identified. A desktop geoarchaeological review to assess subsurface sensitivity for archaeological resources shall be conducted. Historic architectural resources shall be identified through a record search and any other available information. The results of the archaeological records search, geoarchaeological review, and historic database review shall be summarized in the IS/(M)ND. ESA shall further request a Sacred Lands File search from the Native American Heritage Commission (NAHC) to determine if any Native American traditional/cultural sites are located within the City. In consultation with the City, ESA shall prepare SB 18 and AB 52 letters in anticipation of a General Plan amendment and the preparation of a CEQA document, respectively. ESA assumes no cultural resources survey shall be conducted. ESA also assumes the City shall not require tribal assistance beyond the preparation of the letters.

Energy: ESA shall consider the increase in energy resources associated with the implementation of the Housing Element Update. This analysis shall consider the potential for any significant direct, indirect, and cumulative energy impacts, and associated mitigation measures. The section shall be closely coordinated with the

Project Description and GHG analysis to ensure the project and associated environmental effects are consistently characterized.

Geology and Soils: ESA shall conduct analyses of the potential impacts associated with geology and soils based on available public information, information in the General Plan, and any information provided by the City. In addition, with regard to paleontological resources, which are analyzed under the geology and soils topic, ESA shall conduct background research on the project area. ESA shall also discuss the potential impacts to paleontological resources and provide any necessary mitigation.

Greenhouse Gas Emissions: As discussed above under the Air Quality topic, ESA shall evaluate potential GHG impacts associated with the implementation of the Housing Element Update including the potential for any significant direct, indirect, and cumulative impacts. The section shall be closely coordinated with the Project Description and Air Quality analysis to ensure the Housing Element Update and associated environmental effects are consistently characterized.

Hazards and Hazardous Materials: ESA shall evaluate the potential for hazards and hazardous materials impacts associated with the implementation of the Housing Element Update, and identify mitigation measures, if necessary. ESA shall rely in part on information provided in any previous studies done within the City of Redondo Beach as well as other available information to evaluate the potential for hazards and hazardous materials.

Hydrology and Water Quality: ESA shall evaluate whether the implementation of the Housing Element Update would result in any direct or indirect physical changes to the environment as it relates to hydrology and water quality and whether the Housing Element Update would change programs or policies related to hydrology or water quality.

Land Use and Planning: The analysis of land use impacts shall evaluate the Housing Element Update's consistency with existing land use plans and zoning. This section shall discuss the existing land use and planning setting and the potential for environmental impacts associated with the Housing Element Update and identify mitigation measures, where appropriate. Any amendment needed to implement the Housing Element Update shall be evaluated through the General Plan Update process.

Mineral Resources: ESA shall describe that the Housing Element Update would not result in direct or indirect physical changes to the environment that would affect mineral resources.

Noise: ESA shall prepare a noise analysis that shall describe the noise impacts resulting from construction and on-site noise levels associated with existing and future traffic on local roadways. ESA shall rely on long-term noise data in the General Plan to the extent possible. The impacts of the project's noise and vibration levels shall be determined relative to the City's applicable noise level criteria in its Noise Control Ordinance and General Plan Noise Element.

Population and Housing: The Housing Element Update shall include programs to increase housing development within the City of Redondo Beach and, as a result, it is anticipated that this Update would increase population. ESA shall evaluate the potential

for the Housing Element Update to directly or indirectly induce population, housing, and employment growth within the City. The evaluation shall identify the existing population, housing, and employment conditions with reliance on the General Plan, other City sources, Census 2010 data, and associated projections for population, housing, and employment, including those provided by SCAG and evaluate the Housing Element Update's effects relative to projected population, housing, and employment to determine any conflicts related to growth, particularly those that would translate to significant physical impacts on the environment.

Public Services/Recreation: The Housing Element Update would include proposed programs that would increase population growth and demand for public services, including fire protection, police protection, schools, parks/recreation, and other public facilities such as libraries, in the City of Redondo Beach. ESA shall evaluate whether implementation of the of the Housing Element Update would result in any direct or indirect physical changes to the environment that would affect public services.

Transportation and Circulation: The Housing Element Update has the potential to increase population growth and the use of transportation services. While CEQA section 15064.3 requires an evaluation of Vehicle Miles Traveled (VMT), this analysis is required for development projects and transportation projects, and the adoption of the Housing Element Update would not be considered as either a development or transportation project. Thus, the evaluation shall consider consistency with applicable programs, plans, ordinances, or policies addressing the circulation system and whether the Housing Element Update would result in an increase in hazards or impacts to emergency access.

Tribal Cultural Resources: While AB 52 is the responsibility of the lead CEQA agency, ESA shall assist the City in preparing AB 52 letters. ESA assumes that the City shall conduct consultation with tribal representatives who have requested notification of projects within the City pursuant to California Public Resources Code Section 21080.3.1 (Assembly Bill 52). ESA shall document the results of the City's consultation in the Tribal Cultural Resources discussions. ESA is available to assist with consultation if so requested by the City under a separate scope and cost.

Utilities and Service Systems: The Housing Element Update would include proposed programs that would increase population growth and demand for utilities and services systems, including water, wastewater, stormwater drainage, electric power, natural gas, telecommunication systems, and solid waste, in the City of Redondo Beach. ESA shall evaluate whether implementation of the of the Housing Element Update would result in any direct or indirect physical changes to the environment as it related to utilities and service systems.

Wildfire: The City of Redondo Beach is not located within a California Department of Forestry and Fire Protection (CAL FIRE-defined Fire Hazard Severity Zone) Very High Fire Hazard Severity Zone. ESA shall evaluate whether the implementation of the Housing Element Update would result in any direct or indirect physical changes to the environment as it relates to wildfire.

Upon completion of the Initial Study/(M)ND, ESA shall submit the document to the City for review. ESA shall incorporate revisions to the document based on the single set of consolidated City comments. Upon incorporation of City revisions, ESA shall prepare a proof-check of the Initial Study/(M)ND package for City review. Upon finalization of the

Initial Study/(M)ND package, ESA shall provide a public review Draft (M)ND for City use. The City or ESA shall prepare and circulate the Notice of Intent to Adopt an (M)ND to Responsible Agencies, trustee agencies, other interested parties and the County Clerk as mandated by CEQA. In addition, ESA assumes the City shall arrange for publication of the notice in a newspaper of general circulation pursuant to CEQA Guidelines Section 15072(b)(1). It is assumed that posting of the NOC would be provided at City Hall and/or on the City Website, and would be posted by the City. This scope of work assumes ESA shall be responsible for the distribution of the IS/MND to the State Clearinghouse, agencies, interested organizations, and selected public libraries. This notice shall start the 30-day review period for the proposed (M)ND.

Deliverables:

- Draft Initial Study/(M)ND for City review (1 electronic copy)
- Proof-Check Draft Initial Study / (M)ND for City Review (1 electronic copy)
- Public Review Draft MND (1 electronic copy)

Task 5.3 – Prepare Final Initial Study/(M)ND

Upon completion of the public review period mandated by CEQA, ESA shall respond to comments on the IS/(M)ND and shall revise the document if necessary. The Responses to Comments shall be included in the Final MND, or as a standalone document. Public reaction to the IS/(M)ND cannot be predicted with accuracy and could range from a small number of largely positive comments to a substantial number of technical and/or strongly negative comments. In light of the fact that the City shall have involved the public during the preparation of the Housing Element Update, it is assumed that comments on the environmental document shall be light. If the Housing Element Update is approved and the IS/(M)ND is adopted, ESA shall prepare a Notice of Determination (NOD) consistent with Appendix D of the State CEQA Guidelines or in a format typically used by the City. Upon approval, ESA shall file the notice with the County Clerk within 5 working days. It is assumed that the City will provide any necessary filing fees. Filing of the NOD starts a 30-day statute of limitations for CEQA challenges on the Housing Element Update. ESA shall attend up to two (2) public hearings regarding the IS/(M)ND during the process.

Deliverables:

- Draft - Final MND for City review (1 electronic copy)
- Proof-Check – Final MND for City Review (1 electronic copy)
- Final MND (1 electronic copy)
- Notice of Determination

Cost – CEQA Clearance

Summary of Proposed Fees for IS/(M)ND

Task	Task Description	Fees	
		ND	MND
1	Collect Data/Prepare Project Description	\$3,010	\$3,010
2	Prepare Initial Study/MND Package	\$9,050	\$11,270
3	Prepare Final MND	\$2,780	\$3,010
	Subtotal ESA Labor	\$14,840	17,290
	Subtotal Direct Expenses	\$1,000	\$1,000
	TOTAL COST ESTIMATE	\$15,840	\$18,290

TASK 6 – INCLUSIONARY HOUSING ORDINANCE

Task 6.1 – Financial Feasibility Study

VTA will subcontract the Inclusionary Housing duties to Keyser Marston Associates (KMA). KMA shall conduct a feasibility study to test various parameters for the program, such as:

Ownership versus rental units

- Housing unit type
- Project size threshold
- Percent of requirement
- Income distribution of required affordable units

The KMA study shall also include a summary of recently adopted inclusionary housing programs in the State and compare the various parameters used in these programs. The cost for the KMA analysis shall be \$39,200 and cover the following scope:

Scope of Work KMA – Inclusionary Housing Financial Feasibility Study

The purpose of the KMA analysis shall be to evaluate the financial feasibility of imposing inclusionary housing requirements on the following types of new residential development within Redondo Beach:

1. Single family homes;
2. Condominiums; and
3. Apartment projects.

For analysis purposes, KMA shall create prototype developments for each of the three identified housing types. These prototypes shall be developed in consultation with the City staff, and they shall be representative of project types currently being developed in Redondo Beach.

The foundation of the Financial Evaluation shall be a market analysis, affordability gap analyses, and the use of KMA’s proprietary pro forma models. KMA shall also review the City’s anticipated Regional Housing Needs Assessment (RHNA) targets to gain an

understanding of the existing unmet need for affordable housing at varying income levels. The RHNA information and the results of financial feasibility testing will inform the recommendations regarding the percentage of affordable housing and the depth of affordability to be included in an inclusionary housing program.

The Financial Evaluation shall include be used to assist in recommending the following inclusionary housing program characteristics:

1. The threshold project size that will trigger the inclusionary requirements;
2. The percentage of affordable units that will be required to be provided;
3. The income and affordability restrictions that will be imposed;
4. The comparability standards that will be imposed on inclusionary units;
5. The treatment of inclusionary requirements that result in fractional units;
6. The supportable in-lieu fee payment amounts given the affordability gaps associated with the prototype residential types being evaluated;
7. Off-site alternatives to developing the inclusionary units on site within a market-rate project; and
8. Identification of project types that may be exempt from the inclusionary housing requirements.

In addition, KMA shall conduct a comparative analysis of the salient characteristics of other inclusionary housing policies and undertake a survey of the programs adopted throughout California. The purpose of the comparative analysis is to identify characteristics of inclusionary housing programs that are typically imposed. The results shall be used by KMA to identify the best practices being employed. This information shall provide context for the inclusionary housing program parameters to be recommended to the City.

DELIVERABLE PRODUCTS

FINANCIAL EVALUATION

As part of the Financial Evaluation, KMA proposes to deliver the following work products to the City:

1. The major assumptions to be applied in the pro forma analyses shall be identified.
2. A draft report shall be prepared that shall be supported by tables, data and other materials relevant to the analysis.

INCLUSIONARY POLICY RECOMMENDATIONS

KMA proposes to set forth policy recommendations that shall be based on the results of the Financial Evaluation, and the following other sources of information:

1. The City's zoning documents, including the anticipated RHNA targets;
2. The City's affordable housing planning documents;
3. Community input;
4. The best practices identified in the survey of existing inclusionary housing programs; and

5. Ongoing discussions with City staff.

The policy recommendations memorandum shall be organized as follows:

1. The findings of the Financial Evaluation shall be summarized.
2. The components of the recommended policies shall be identified. The following policy recommendations for ownership and rental housing development shall be included:
 - a. The financially feasible income targeting to be imposed;
 - b. The percentage of housing units that should be set aside as inclusionary housing units;
 - c. The alternatives to on-site inclusionary housing development that should be allowed by right and those that should require approval by the City Council;
 - d. The role that the California Government Code Section 65915 – 65918 density bonus should play in establishing income and affordability requirements for the City’s inclusionary housing program; and
 - e. The implementation and administrative tools that should be created by the City after an inclusionary housing program is adopted.
3. The recommendations implementation package shall be described.
4. Case studies shall be presented that compare the inclusionary housing options that could potentially be applied to hypothetical projects.

PROPOSED TIMING/BUDGET

KMA proposes to complete the draft Financial Evaluation report and Policy Recommendations memorandum within eight weeks of receiving authorization from the City to proceed and the necessary background data from the City. In the following table KMA has provided an estimated fee for each task included in this proposal.

Task	Budget
Inclusionary Housing: Financial Analysis Report	\$27,400
Policy Recommendations Memorandum	\$9,000
Meetings/Presentations	\$2,800
Total	\$39,200

The fee for the individual tasks may vary from these estimates, but the total budget shall not be altered unless the work scope is expanded beyond the parameters identified in

this proposal. The preceding budget includes up to 10 hours of in-person/virtual meeting time with City staff, Planning Commission and City Council.

It is important to note that if the scope of services changes materially, and/or the in-person/virtual meeting time requested by the City exceeds 10 hours, the budget will need to be adjusted accordingly. If once the project has started, KMA believes that the budget could be exceeded, KMA will contact the City immediately for further direction.

Task 6.2 – Public Meetings (5)

VTA has included up to five meetings to discuss the inclusionary housing program with the Planning Commission and City Council:

- Introductory meeting – inclusionary housing program basics, including process and parameters for consideration, and relationship with the Housing Element and RHNA
- Parameters setting – discussions to establish basic parameters for KMA to test feasibility
- Recommendation – KMA to report on findings of study and recommend parameters for City ordinance
- Public hearings (2) – for adoption of ordinance

Task 6.3 – Ordinance Preparation

Based on Council direction (after completion of KMA study), VTA shall draft the Inclusionary Housing Ordinance for the City. Two rounds of revision are anticipated to address staff comments. The budget and scope do not include legal review the Draft Ordinance.

It is assumed that the City may claim exemption status under CEQA for the Inclusionary Housing Ordinance. Therefore, the scope and budget do not include CEQA documentation for the Ordinance.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Term. This Agreement shall commence on October 20, 2020 and shall continue until June 30, 2022, 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.

1. Amount. The total cost for services contained herein shall not exceed \$161,950, and shall include the following:
 - a. Housing Element Preparation - \$88,410
 - b. CEQA for Housing Element - ESA - \$18,290
 - c. Inclusionary Housing Ordinance - \$55,250
 - KMA - \$39,200
 - VTA - \$16,050

	Task	Tam \$ 170	Planners \$ 110	Plnrs/ GIS \$ 100	Other	VTA Total
Task 1:	Project Administration and Coordination					
	Project Administration and Coordination	40	20			\$ 9,000
Task 2:	Housing Element Assessment					
Task 2.1:	Evaluation of the 2013-2021 Housing Element	4	16			\$ 2,440
Task 2.2:	Needs Analysis	16	60	8		\$ 10,120
Task 2.3:	Sites Inventory and Analysis	40	60	20		\$ 15,400
Task 2.4:	Housing Constraints and Opportunities	24	60	4		\$ 11,080
Task 2.5:	Implementation Program	8	12			\$ 2,680
Task 3:	Community Participation (4 Meetings)					
	GPAC (1 Meeting)	8	12			\$ 2,680
	Planning Commission and City Council (3 Meetings)	24	24	6	\$ 500	\$ 7,820
Task 4:	Review and Approval of HE Amendment					
Task 4.1:	Staff Review Draft Housing Element	16	40	8		\$ 7,920
Task 4.2:	Public Review Draft Housing Element	8	20			\$ 3,560
Task 4.3:	HCD Submittal and Review	40	40	8		\$ 12,000
Task 4.4:	Adoption Public Hearings (2 meetings)	12	8		\$ 100	\$ 3,020
Task 4.5:	Final Housing Element and State Certification		4	2	\$ 50	\$ 690
	Total Housing Element	240	376	56	\$ 650	\$ 88,410
Task 5:	CEQA Clearance					
	ESA - ND/MND					\$ 18,290
Task 6:	Inclusionary Housing Ordinance					
Task 6.1:	KMA - Financial Feasibility Study					\$ 39,200
Task 6.2:	Public Meetings (5)	40	20		\$ 250	\$ 9,250
Task 6.3:	Ordinance Preparation	40				\$ 6,800
	Total Inclusionary Housing Ordinance					\$ 55,250

2. Method of Payment. Consultant shall provide monthly invoices to City for approval and payment. 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. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that payments by City shall not exceed \$161,950 and services are performed to the full satisfaction of the City.

Consultant

Veronica Tam and Associates, Inc.
107 S. Fair Oaks Avenue, Suite 212
Pasadena, CA 91105

City

Community Development Director
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.

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: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the 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)
07/01/2020

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

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

PRODUCER SelectSolutions Insurance Services 1107 Investment Blvd Suite 100 El Dorado Hills CA 95762	CONTACT NAME: Cora Lim PHONE (A/C, No, Ext): (866) 500-6359 E-MAIL ADDRESS: coral@selectsolutionsins.com	FAX (A/C, No): (925) 951-0077
	INSURER(S) AFFORDING COVERAGE	
INSURED VERONICA TAM & ASSOCIATES, INC. 107 S. FAIR OAKS AVENUE, SUITE Suite 212 PASADENA CA 91105	INSURER A: Continental Casualty Company	NAIC # 20443
	INSURER B: American Casualty Company of Reading, PA	20427
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL207153759 **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	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:			4019903754	11/16/2019	11/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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	AUTOMOBILE LIABILITY <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			4019903754	11/16/2019	11/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	4030813948	07/01/2020	07/01/2021	<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
A	PROFESSIONAL LIABILITY			MCH276199824	11/16/2018	11/16/2020	PER CLAIM \$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)
Re: As Per Contract or Agreement on File with the Insured.

CERTIFICATE HOLDER City of Redondo Beach Lina Portolese Planning Analyst Community Development Department 415 Diamond Street, Door 2 Redondo Beach CA 90277	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Administrative Report

H.12., File # 20-1411

Meeting Date: 10/20/2020

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

APPROVE CONTRACT WITH VERONICA TAM & ASSOCIATES, INC. FOR CONSULTING SERVICES ASSOCIATED WITH THE HOUSING ELEMENT UPDATE AND THE PREPARATION OF AN INCLUSIONARY HOUSING ORDINANCE FOR THE TOTAL AMOUNT NOT TO EXCEED \$161,950 FOR THE TERM OF OCTOBER 20, 2020 THROUGH JUNE 30, 2022.

EXECUTIVE SUMMARY

The City of Redondo Beach is preparing to update its current Housing Element for the 2021-2029 planning period, as mandated by State law. The Housing Element does require California Environmental Quality Act (CEQA) analysis, typically an Initial Study/Negative Declaration or an Initial Study/Mitigated Negative Declaration.

Additionally, the City Council has expressed interest in having an Inclusionary Housing Ordinance prepared. Although this type of ordinance is expected to be eligible for a CEQA exemption, there is typically a financial feasibility analysis that accompanies an Inclusionary Housing Ordinance to ensure that the requirements established in the ordinance are justifiable and in accordance with State housing laws.

This City Council agenda item is for the approval of a contract with Veronica Tam and Associates, Inc. for the preparation of the Housing Element Update and Inclusionary Housing Ordinance for an amount not to exceed \$161,950 for a term through June 30, 2022.

BACKGROUND

HOUSING ELEMENT UPDATE

The existing Housing Element was updated in 2013, covering an 8-year cycle from 2013-2021. The City provided a mid-term update to the Housing Element in 2017. The City of Redondo Beach is preparing to update its current Housing Element for the 2021-2029 planning period, as mandated by State law. The Housing Element Update provides a timely and extensive process by which the City of Redondo Beach can collectively and comprehensively plan for the development of housing on specific sites throughout the entirety of the City.

As part of the Housing Element Update, Redondo Beach must identify ways to reduce regulatory, physical, and environmental constraints to the production of housing and identify a sufficient amount

of developable land that can accommodate its assigned housing growth. This process and the resulting documentation will identify and zone specific housing sites for the City to meet its Regional Housing Needs Allocation (RHNA) amount of 2,483 for the 6th Cycle. The Housing Element Update also includes outreach to obtain input, allay concerns, and identify solutions from the local community - bringing the public along with the overall planning effort.

Overall, the Housing Element provides a policy-level foundation to expand housing production, coupled with a strong implementation plan that includes specific quantified objectives and programs with some mandates for execution in the first part of the planning period (e.g., within the first three years for any rezoning needed to accommodate the RHNA, Section 65583(c)(1)(A) and 65583.2(c) of Government Code).

INCLUSIONARY HOUSING ORDINANCE

The City Council has expressed interest in the preparation of an Inclusionary Housing Ordinance. This type of ordinance requires a percentage of units to be restricted to certain levels of affordability in housing development projects meeting a set size threshold. There are several parameters that the City Council must decide upon. Once those are selected, it is necessary to conduct a financial feasibility analysis to determine that the ordinance with those parameters would not preclude or deter market rate housing from being built. This is a necessary step to ensure that the ordinance is justifiable and in accordance with State housing laws.

TIMING FOR PROJECT

Once the contract with VTA is approved, the consultant will begin work on both the Housing Element and the Inclusionary Housing Ordinance immediately. These two tasks can be conducted simultaneously.

Timing for Housing Element Update

The process for the Housing Element Update includes evaluating the existing Housing Element and Annual Progress Reports to determine changes needed in programs and objectives. The needs analysis will be conducted. Since the 6th Cycle RHNA amount almost doubled the City's 5th Cycle RHNA obligation, the sites inventory and analysis will need to be updated and expanded. The consultant will then identify housing constraints and opportunities. Finally, the Housing Implementation Plan will be prepared, updating the Housing Element. Community participation meetings will be conducted, including a GPAC meeting and meetings before the Planning Commission and City Council.

The work to prepare the Housing Element Update will occur through the summer of 2021, with an environmental review being conducted once the draft is prepared. The Housing Element adoption deadline is within a 120-day grace period of October 15, 2021. Thus, the Housing Element Update will be submitted to the State Department of Housing and Community Development (HCD) by February 11, 2022. The review schedule for HCD is 90 days after submittal, with additional coordination with HCD incorporated into the scope of work.

Timing for Inclusionary Housing Ordinance

It is expected that the first discussion meeting for the Inclusionary Housing Ordinance could be scheduled as early as mid-November of this year, providing a basic understanding about inclusionary housing programs, a description of the process and parameters for consideration, and the relationship of the ordinance with the Housing Element and RHNA. The next meeting with the

consultant will be initial parameter setting. This discussion will establish the basic parameters the City Council is interested in for the financial feasibility sub-consultant to evaluate. Once that evaluation is completed (approximately 8 weeks from receiving direction on parameters from City Council), the results will be presented to Council to discuss any modifications needed to parameters. The ordinance will then be prepared with those parameters incorporated.

CONSULTANT

Veronica Tam & Associates, Inc. (VTA) has substantial experience in assisting municipalities in preparing Housing Element Updates and in preparing Inclusionary Housing Ordinances. VTA has a long history working with the City of Redondo Beach and is familiar with the constraints the City of Redondo Beach is faced with regarding housing. The subconsultants for this contract include Environmental Science Associates (ESA) to prepare the CEQA analysis for the Housing Element and Keyser Marston Associates (KMA) to conduct the financial evaluation for the Inclusionary Housing Ordinance. Both firms have extensive experience in their respective fields, and the City has utilized ESA to conduct CEQA processes in the past.

The existing Housing Element was updated in 2013, covering an 8-year cycle from 2013-2021. The City provided a mid-term update to the Housing Element in 2017. The City applied for the SB2 Grant Funds from HCD to cover the preparation of the next Housing Element commencing in 2020. That grant agreement was executed in June 2020, authorizing the City to begin the procurement process. The agreement allows the City as the Grantee to utilize its normal procurement policy, including the use of sole source purchasing. The RBMC does permit use of professional services without seeking competitive bids, as authorized by RBMC 2-6.09, and Staff have followed the necessary procurement policies and procedures for this contract.

VTA has worked with the City on housing issues for several years, including providing critical support to the City's decision makers and the Community Development Department regarding preparation of Housing Element reports; review of adopted housing bills; and consideration of RHNA methodologies, allocations, and appeals. VTA has extensive knowledge of Redondo Beach's housing constraints and sites inventory. Utilizing another firm would require an extensive learning curve, adding cost and time to the contract. Due to sole source qualifications of VTA, the time constraints of the Housing Element deadline, and the City Council's interest in pursuing an Inclusionary Housing Ordinance in a timely fashion, Staff is recommending the City Council approve the contract with VTA for a total not to exceed amount of \$161,950.

COORDINATION

The Community Development Department collaborated with the City Attorney's Office to develop the agreement. The City Attorney's Office has approved the agreement as to form.

FISCAL IMPACT

The cost of this agreement includes the Housing Element for \$88,410, the CEQA Clearance for the Housing Element for \$18,290, and the Inclusionary Housing Ordinance for \$55,250, for a total not to exceed amount of \$161,950. The funding sources for this contract include up to \$106,700 (Housing Element and CEQA review) from the SB2 Grant Award received by HCD and the remainder to be funded through the General Plan Maintenance Fund.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Contract with Veronica Tam & Associates, Inc.

Veronica Tam & Associates, Inc. proposal

Sub-consultant proposals from ESA and KMA



Administrative Report

H.14., File # 22-4184

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL

From: CHRISTOPHER BENSON, INFORMATION TECH DIRECTOR

TITLE

APPROVE THE NON-STATE ENTITY SERVICE POLICY AND AGREEMENT (NESPA) WITH THE CALIFORNIA DEPARTMENT OF TECHNOLOGY TO SELF-CERTIFY THE CITY OF REDONDO BEACH AS A VALID NON-STATE ENTITY AUTHORIZED TO PARTICIPATE IN CALIFORNIA NETWORK AND TELECOMMUNICATIONS PROGRAM (CALNET) 4 CONTRACTS

APPROVE THE CALNET 4 AUTHORIZATION TO ORDER FORM WITH THE CALIFORNIA DEPARTMENT OF TECHNOLOGY TO ALLOW THE CITY OF REDONDO BEACH TO ORDER DATA NETWORK AND COMMUNICATIONS SERVICES AND PRODUCTS OFF OF CONTRACT IFB-C4DNCS19 CATEGORIES 20 THROUGH 30, FOR THE TERM APRIL 4, 2020 - JUNE 30, 2025

APPROVE CALNET 4 INDIVIDUAL PRICE REDUCTION AGREEMENT AND CALNET 3 INDIVIDUAL PRICE REDUCTION NOTIFICATION WITH MCI COMMUNICATION SERVICES LLC DBA VERIZON BUSINESS SERVICES FOR DATA CIRCUIT TRANSPORT AND PRIVATE WIRELESS GATEWAY SERVICES SPEED INCREASE FROM 50MBPS TO 300MBPS FOR MOBILE PUBLIC SAFETY NETWORK CONNECTIVITY FOR AN ESTIMATED INCREASE OF \$7,960 PER YEAR ON A MONTH-TO-MONTH TERM

EXECUTIVE SUMMARY

Public Safety mobile data computers securely access the City's Computer Aided Dispatch (CAD) and Records Management Systems (RMS) via a 50Mbps point-to-point data circuit directly connected to Verizon Wireless. Although sufficient for the previous CAD/RMS system, additional bandwidth is required for the new, recently implemented CAD/RMS. Included in the data circuit monthly cost is Verizon Private Wireless Gateway services (PWG) which enables the City to extend isolated private ethernet networks into the Verizon Wireless cellular data network.

Application behavior has also changed in that updates take place more frequently and use significantly larger amounts of bandwidth, which can affect performance and increase wait times in a mission critical environment. The data circuit and PWG 300Mbps upgrade will enable faster access to network services and provide for increased functionality and efficiencies for public safety mobile data users.

The original Verizon Master Agreement (governing agreement) is active on a month-to-month basis following the initial July 18, 2017 to July 17, 2020 service term. CALNET 4 NESPA self-certifies the City as a non-state entity authorized to participate in CALNET 4 contracts. The CALNET 3

Authorization to Order Form (ATO), executed in 2014 and required to order CALNET 3 services, is still valid.

BACKGROUND

From 2002 to 2006 the Police Department operated its mobile data computers on a Motorola private radio network at a speed less than 19.2Kbps per second. The data transfer rate of this system was comparable to a dial-up modem with a home computer. Police vehicle computer access was limited to five to twenty miles outside the City boundaries depending on the surrounding topography. The data had to be routed through the Los Angeles County Sheriff's network and required the assistance of L.A. County network technicians to add or delete units.

From 2006 to 2008 mobile data computers were installed into public safety vehicles. The IT Department then migrated the Police and Fire department's mobile network connectivity to a private point-to-point communication line between the City's network and Verizon Wireless. The increased communication bandwidth from 19.2Kbps per second to 1.5Mbps per second allowed officers and firefighters to access maps, photos, the City intranet and other files that provided for greater effectiveness in the field.

In 2010, the service was upgraded to 9.44Mbps. The speed increase enabled public safety staff to travel throughout Southern California (or wherever there is a Verizon Wireless signal), and retain access to the City's CAD/RMS as well as state and federal databases. An invaluable service when Police and Fire have responded to mutual aid requests for fires, other disasters and civil disorder events. This access level, however, became limited in what it could support as technology advanced.

To accommodate bandwidth consuming applications, the service was upgraded to 50Mbps in July, 2017. The need for more bandwidth to support public safety applications is reflective of the increasing reliance on technology by public safety. The new 300Mbps circuit will meet the current bandwidth requirements of the City's new CAD/RMS and allow for the use of future bandwidth-intensive applications.

COORDINATION

The data circuit and PWG speed upgrade was coordinated between IT staff and Verizon. The CALNET 4 NESPA, CALNET 4 ATO form and CALNET 3 and 4 Individual Price Reduction forms were approved as to form by the City Attorney's Office.

FISCAL IMPACT

Due to complexities with the State's transition from CALNET 3 to CALNET 4, Verizon is providing a 300Mbps data circuit at the 250Mbps cost. The \$7,960/year increase over the current 50Mbps data circuit and PWG costs will be funded from the Information Technology Internal Service Fund. Estimated taxes and management fees are included in the monthly cost and could vary month-to-month.

The contracted CALNET 4 price for the 300Mbps data transport circuit results in a cost reduction from \$2,006.19 to \$1,753.23/month. The contracted CALNET 3 price for 300Mbps PWG services results in a cost reduction from \$2,853.60 to \$865.31/month. Without the price reductions the increase in cost for 300Mbps would have been \$35,505/year.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

CALNET 4 Non-State Entity Service Policy Agreement

CALNET 4 Authorization to Order Form

CALNET 4 Data Circuit Transport Individual Price Reduction Agreement

CALNET 3 Private Wireless Gateway Individual Price Reduction Notification

CALNET 3 Authorization to Order Form (active)

Verizon Master Service Order Form to U.S. Services Agreement

Verizon Certificate of Insurance through June 30, 2022

**DEPARTMENT OF TECHNOLOGY
NON-STATE ENTITY SERVICE POLICY AND AGREEMENT (NESPA)**

The California Network and Telecommunications Program (CALNET) service offerings are primarily intended to meet State entity requirements. However, CALNET services may be purchased by qualified non-State entities. To use the CALNET next generation of contracts, non-State entities are required to self-certify that their organization qualifies for one of the CALNET eligibility criteria below.

Authorized Entity Criteria:

- Local government entities are defined as “any city, county, city and county, district or other governmental body empowered to expend public funds for the acquisition of goods” per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental entities, each local governmental entity should determine whether this contract is consistent with its procurement policies and regulations.
- Entirely** 100% tax supported entity
- A governmental entity with a Joint Powers Agreement (JPA)
- Federally recognized Indian Tribe

NON-STATE ENTITY INFORMATION

REQUESTING NON-STATE ENTITY ORGANIZATION NAME

City of Redondo Beach

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE SIGNING ON BEHALF OF NON-STATE ENTITY

William C. Brand, Mayor

STREET ADDRESS

415 Diamond Street

CITY, STATE, ZIP CODE

Redondo Beach, CA 90277

CONTACT PHONE NUMBER

310-372-1171

EMAIL ADDRESS

bill.brand@redondo.org

I certify under penalty of perjury the requesting entity meets the NESPA “Authorized Entity Criteria” selected above.

NON-STATE ENTITY SIGNATURE

DATE

CDT/CALNET PROGRAM

CUSTOMER CODE:

Revised 03/12/20

CALNET

AUTHORIZATION TO ORDER (ATO)

MCI Communications Services, LLC. dba Verizon Business Services and the California Department of Technology (CDT) have entered into a five-year statewide contract for CALNET IFB C4DNCS19, Data Networks and Communications Services, Categories 20, 21, 23, 24, 25, 27, 28, 29 and 30. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category: 20, MPLS Data Network Services

- Contract award: 04/27/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 21, Standalone VoIP

- Contract award: 04/27/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 23, Metropolitan Area Network (MAN) Ethernet Services and Features

- Contract award: 04/27/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 24, Flat Rate Internet Services

- Contract award: 04/27/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 25, Sustained Bandwidth Internet Services and Features

- Contract award: 04/27/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 27, Standard Contact Center Services

- Contract award: 04/27/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 28, Custom Contact Center Services

- Contract award: 04/27/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 29, Converged VoIP Services

- Contract award: 04/27/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 30, Broadband with Internet Services

- Contract award: 04/27/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Pursuant to the Contract C4-DNCS-19-001-28, which is incorporated herein by reference, any eligible non-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity shall be required to have a [Non-State Entity Service Policy and Agreement](#) (NESPA) on file with the CDT CALNET Program, prior to submitting this Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver this ATO to the CALNET Program for review and

approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute this ATO.

By executing this ATO, the **City of Redondo Beach** [Non-State Entity] may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of this ATO and the Contract. Service catalogs, rates and Contract terms are available at [the CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State Entity and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State Entity and the Contractor or represent the Non-State Entity in resolution of litigated disputes between the parties.

The ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- The CDT, at its discretion, revokes the approved ATO; or
- The Non-State Entity terminates the ATO, for specific Service(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of the service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.
- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.

- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity; and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

E-Rate Customers Only – Complete if applying for E-Rate funding:

(Enter Non-State Entity name)

intends to seek Universal Service Funding (E-Rate) for eligible Service(s) provided under the ATO. The Service(s) ordered under the ATO shall commence MM/DD/YYYY ("Service Date"). Upon the Service Date, the ATO supersedes and replaces any applicable servicing arrangements between the Contractor and the Non-State Agency for the Service(s) ordered under the ATO.

Contact Information

Any notice or demand given under this Contract to the Contractor or the Non-State Entity shall be in writing and addressed to the following:

Non-State Entity

Non-State Entity Name

City of Redondo Beach

Authorized Agent

William C. Brand

Title of Authorized Agent

Mayor

Address

415 Diamond Street

City, State, Zip Code

Redondo Beach, CA 90277

Contact Number

310-372-1171

Email

bill.brand@redondo.org

Contractor

Verizon Business Services

Authorized Agent

Attention: Devin Bautista
Address: 295 Parkshore Drive
Folsom, CA 95630

Contact Number: 833-4-CALNET,
Option 4 or 916-779-5686
Email: devin.bautista@verizon.com

IN WITNESS WHEREOF, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State Entity, the Contractor and CDT/CALNET shall be pursuant to the CDT/CALNET "**DATE EXECUTED**" shown below.

Non-State Entity

Authorized Agent Name

William C. Brand

Title of Authorized Agent

Mayor

Signature

Date Signed

Contractor

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Approved By: State of California, Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed

CALNET INDIVIDUAL PRICE REDUCTION AGREEMENT (IPRA)

Submission Date:	May 4, 2022
Contractor Name:	MCI Communications Services LLC dba Verizon Business Services
CALNET STD 213 Agreement Number:	C4-DNCS-19-001-28
Customer/Entity Name:	City of Redondo Beach
IPR Type (Select one):	<input checked="" type="checkbox"/> Standard IPR <input type="checkbox"/> Duration IPR Duration Term: (The reduced pricing shall remain in effect after the IPR duration end date and shall continue through the Contract Term).

This Individual Price Reduction Agreement (IPRA) obligates the Contractor to provide the Customer rate reductions for CALNET services in accordance to the CALNET SOW Business Requirements Section, Individual Pricing Reductions (IPR). **The service rate(s) for Standard or Duration shall become effective upon Customer approval of this IPRA.** The reduced rates shall remain in effect through the term of the Contract and includes any State exercised Contract extension(s) or, upon Customer service cancellation, or additional rate reductions that occur in accordance to the Contract identified within this IPRA. Upon execution of this IPRA, the Contractor shall provide a copy of this signed document to California Department of Technology (CDT), CALNET Program at CALNETSupport@state.ca.gov.

Description of Contract Service(s) (when applicable):	20.2.9.3.a – MPLS Port, Access and Layer 3 Routing Device Bundled Transport Speeds
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IPR Service rate(s): 20.2.9.3.a – MPLS Port, Access and Layer 3 Routing Device Bundled Transport Speeds

(complete a separate table for each Category or Subcategory):

CALNET 3 STATEWIDE CONTRACT
(IFB STPD 12-001-A, C3-A-13-02-TS-08), SUBCATEGORY 1.2.2.8.1
IPR_0974

INDIVIDUAL PRICE REDUCTION NOTIFICATION

The State of California ("State") and MCI Communications Services LLC dba Verizon Business Services ("Verizon" or "Contractor", CALNET 3 Statewide Contract IFB STPD 12-001-A, C3-A-13-02-TS-08) have entered into CALNET 3 Statewide Contract (IFB STPD 12-001-A, C3-A-13-02-TS-08) ("Contract") for Subcategory 1.2.2.8.1 MPLS Port Transport Speeds dated November 15, 2013. All terms and conditions (including Definitions) set forth in the Contract are incorporated herein by reference.

This Individual Price Reduction Notification (IPRN) document provides notice to the California Department of Technology, CALNET Program of the Service(s), location(s) and Individual Price Reduction (IPR) Service rate(s) offered by Contractor for the listed Agency as specified below. The IPR Service rate(s) specified below shall become effective upon approval of this IPRN by CALNET Program, unless otherwise noted in this IPRN document, subject to the conditions provided in the Contract (see IFB Section A.7 Individual Pricing Reductions (IPR) and Statement of Work, Appendix C Special Terms and Conditions – Telecommunications, Section N of the referenced Contract) and herein below:

City of Redondo Beach ("Agency") desires to purchase and the Contractor agrees to provide the following Service(s) available pursuant to Subcategory 1.2.2.8.1 at the location(s) and reduced rate(s) set forth below:

Description of Contract Service(s): 1.2.2.8.1 MPLS Port Transport Speeds

IPR Service rate(s):

1.2.2.8.1 MPLS Port Transport Speeds

Feature Name	Contractor's Product Identifier	Current Contract Price/NRC	Proposed IPR Price/NRC	Current Contract Price/MRC*	Proposed IPR Price/MRC*
MPLS Transport Ethernet Port service at minimum line rate of 300 Mbps	PIET0300	\$0.00	\$0.00	\$2,853.60	\$865.31

*Monthly recurring rates include administrative fee.

Location(s) (service address(es)) where reduced rate(s) apply:

415 Diamond St., Redondo Beach, CA 90277

Requested effective date of rate reduction(s):

The rate(s) shall become effective upon approval of this IPRN.

Expiration date: CALNET 3 Term.

Termination liability: Standard IPR

Use additional pages as necessary and attach to the IPRN document.

Set forth below are Contract provisions that apply to the IPR process:

A.7 INDIVIDUAL PRICING REDUCTIONS (IPR)

A.7.1 IPR GENERAL PROVISIONS

Contractor may enter into price negotiations with CALNET 3 Customers. These price negotiations allow Contractor to reduce prices: a) on one (1) or more service(s); b) for one (1) or more Customers at a time; and/or c) by geographic area or location(s). CALNET 3 allows for three (3) different Individual Price Reduction (IPR) scenarios: Standard IPR, Duration IPR, and Non-Exemption IPR.

The following general provisions apply to all IPRs:

1. Contractor shall submit to CALNET 3 CMO an electronic copy of an MS Excel document consisting of an analysis of current Contract pricing and proposed IPR pricing;
2. The following information and the data fields shall appear as columns on the MS Excel document in the order specified below:
 - a. Category;
 - b. Subcategory;
 - c. Feature Name;
 - d. Product Identifier;
 - e. Customer NRC;
 - f. Proposed IPR Customer NRC;
 - g. IPR Percentage Discount for NRC;
 - h. Customer MRC;
 - i. Proposed IPR Customer MRC;
 - j. IPR Percentage Discount for MRC;
 - k. Term IPR Y/N;
 - l. Term IPR Competitor's Price NRC; and,
 - m. Term IPR Competitor's Price MRC.
3. CALNET 3 CMO has final approval authority for all IPRs. An IPR shall not be implemented until approved in writing by CALNET 3 CMO. An IPR becomes effective on the date that it is approved by CALNET 3 CMO, unless otherwise noted for a future date in the IPR Notification (IPRN) document;
4. Within ten (10) Business Days of a Customer's concurrence to an IPR, the Contractor shall submit the IPR on an IPRN document to the CALNET 3 CMO for written approval;
5. No additional service taxes, fees, surcharges or surcredits will be allowed except as described in Section A.5.8 (Service Taxes, Fees, Surcharges, and Surcredits) and SOW Appendix C, Special Terms and

- Conditions - Telecommunications, Section T (Service Taxes, Fees, Surcharges, and Surcredits);
6. Once an IPRN is approved by CALNET 3 CMO, Contractor shall not cancel or increase pricing for any service listed in the IPRN;
 7. All IPRs shall be subject to examination and audit pursuant to PMAC General Provisions – Telecommunications, Section 44 (Examination and Audit);
 8. The IPRN and information regarding the approved IPR service rate(s) shall be subject to the California Public Records Act; and,
 9. Implementation of an approved IPR does not require reduction of Contracted rate(s) for service(s), pursuant to SOW Appendix C, Special Terms and Conditions – Telecommunications, Section I (“Most Favored Nation”) Status of State, and PMAC General Provisions – Telecommunications, Section 30 (Additional Rights). However, if Contracted rate(s) are reduced below the IPR rate(s) for such service(s), the reduced Contracted rate(s) shall automatically apply to the IPR, but the term commitments shall remain in place for Duration IPRs and Non-Exempt IPRs.

A.7.2 STANDARD IPRs

The following provisions apply to Standard IPRs:

1. The Contractor shall be allowed to reduce one (1) or more Contracted service prices for a Customer for the Term of the Contract;
2. IPRs shall be for reduced service pricing only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
3. Customer may cancel any or all services(s) subject to the Standard IPR without penalty; and,
4. The Standard IPR Service rate(s) shall continue in effect from the date of IPR approval by CALNET 3 CMO through the remainder of the Term of the Contract unless terminated earlier by Customer or CALNET 3

CMO in accordance with the terms and conditions of the Contract, or if IFB STPD 12-001-A Section A.7.1 (IPR General Provisions) #8 applies.

A.7.3 DURATION IPRs

The following provisions apply to Duration IPRs:

1. The Contractor may offer individual price reductions that require term commitments;
2. Acceptance of any solicitation or offer from the Contractor shall be at the sole discretion of the Customer;
3. Duration IPRs shall be for reduced service pricing and term commitment only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
4. The duration of a Duration IPR shall not exceed the Term of the awarded IFB STPD 12 001 A Contract; and,
5. In the event that a Customer elects to terminate Service(s) subject to Duration IPR Pricing for reasons other than (1) a Contractor default, or (2) circumstances outside such Customer's reasonable control, such Customer shall be liable to Contractor for an early termination charge. This charge shall be calculated based on the following: a) monthly difference in the original contract rate and the Duration IPR rate multiplied by the number of months the service was used under the Duration IPR; b) 10% of the original Contract Rate multiplied by the number of months used under the Duration IPR; and c) any unrecovered nonrecurring charges owed to Contractor on the date of termination.

A.7.4 NON-EXEMPTION IPRs

The following provisions apply to Non-Exemption IPRs:

1. In response to non CALNET 3 Contracted vendors' proposals presented to Customers, and in accordance with the CALNET 3 CMO exemption process, CALNET 3 Contractors shall be given the opportunity to provide individual price reductions that require term commitments;
2. A minimum of three (3) CALNET 3 Contractors, unless otherwise directed by CALNET 3 CMO, shall be given the opportunity to respond.

- Contractors may be selected at the discretion of the Customer or under the direction of the CALNET 3 CMO;
3. IPRs shall be for reduced service pricing and term commitment only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
 4. The duration of a Non-Exemption IPR shall not exceed the term of the Contract;
 5. The Contractor shall provide a completed Non-Exemption IPR response to the Customer or CALNET 3 CMO within fifteen (15) Business Days of the Customer's or CALNET 3 CMO's Non-Exemption IPR request to the Contractor. If the Contractor's response is to not provide a Non-Exemption IPR, the Contractor must submit a formal declaration stating the Contractor will not provide a Non-Exemption IPR; and,
 6. In the event that a Customer elects to terminate service(s) subject to Non-Exemption IPR Pricing for reasons other than (1) a Contractor default, or (2) circumstances outside such Customer's reasonable control, such Customer shall be liable to Contractor for an early termination charge. This charge shall be calculated based on the following: a) monthly difference in the original contract rate and the Non-Exemption IPR rate multiplied by the number of months the service was used under the Non-Exemption IPR; b) plus, 10% of the original Contract Rate multiplied by the number of months used under the Non-Exemption IPR; and c) and any unrecovered nonrecurring charges owed to Contractor on the date of termination.

Signature page follows.

The undersigned Agency, upon execution of this IPRN, certifies that it has received, reviewed and concurs to the proposed rate (s) applicable to the Service(s) described herein above.

MCI Communications Services LLC
dba Verizon Business Services
Subcategory 1.2.2.8.1

City of Redondo Beach

(Agency)

Signed: Anthony Recine

Signed: _____

Print Name: Anthony Recine

Print Name: _____

Title: SVP

Title: _____

Date Signed: 03/30/2022

Date Signed: _____

Approved Denied (Check appropriate response.)

California Department of Technology (CDT)
CALNET Program

Signed: _____

Print Name: Kari Dowell

Title: Manager, CALNET Program Management

Date Signed: _____

CALNET 3 - IFB - A Subcategory 1.2.2.8.1
 Individual Price Reduction Notification (IPR_0974) Worksheet for
 Verizon-City of Redondo Beach

Category/Subcategory: 1.2.2.8.1 MPLS Port Transport Speeds

Feature Name	Contractor's Product Identifier	Current Contract Price / NRC (Catalog B)	Proposed IPR Price / NRC	IPR Percentage of Savings for NRC Price	Current Contract Price / MRC (Catalog B)	Proposed IPR Price / MRC	IPR Percentage of Savings for MRC Price	Non-Exemption IPR Y/N	Competitor's Price MRC (for Non-Exemption IPR Only)
MPLS Transport Ethernet Port service at minimum line rate of 300 Mbps	PIET0300	\$0.00	\$0.00	0.00%	\$2,853.60	\$865.31	69.68%	N/A	N/A

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO) Page 1 of 4

AUTHORIZATION TO ORDER UNDER STATE CONTRACT

Verizon and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract A (SWC-A), C3-A-13-02-TS-08, for the following Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

<u>Subcategory</u>	<u>Contract Award</u>	<u>Contract End</u>	<u>1 year Optional Extensions</u>
1.1 Dedicated Transport	November 15, 2013	June 30, 2018	2
1.2 MPLS, VPN and Converged VoIP	November 15, 2013	June 30, 2018	2
1.3 Standalone VoIP	November 15, 2013	June 30, 2018	2
1.5 Toll-Free Calling	November 15, 2013	June 30, 2018	2

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public Entity (herein "Non-State Entity") shall also be required to complete and submit this Authorization to Order (ATO) Under State Contract prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Entity are fully set forth in the Contract. Access to the Contract is available at <http://marketing.dts.ca.gov/calnet3/>.

CITY OF REDONDO BEACH ("Non-State Entity") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

E-Rate Customers

Only complete if applying for E-Rate funding:

CITY OF REDONDO BEACH intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

The Service(s) ordered under this ATO shall commence on **AUGUST 5, 2014** ("Service Date"). Upon the Service Date, this ATO supersedes and replaces any applicable serving arrangements between Contractor and Non-State Agency for the Service(s) being ordered under this ATO.

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

Page 2 of 4

This ATO shall become effective upon execution by Non-State Entity, Contractor, and the Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND) (~~Effective Date~~). No Service(s) shall be ordered by Non-State Entity or provided by Contractor until this ATO has been executed by both parties and approved by OTech/STND.

By executing this ATO, Non-State Entity agrees to subscribe to the selected services, and Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Entity and Contractor, Contractor shall deliver this ATO to OTech/STND for review and approval. The State may, at its sole discretion, revoke any applicable previously approved ATO.

The OTech/STND will provide Contract management and oversight, and upon request by the Non-State Entity or Contractor, will advocate resolving any Contract service issues. The ATO, and any resulting Form 20, is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State Entity in resolution of litigated disputes between the parties.

Non-State Entity may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET 3 Contract.

Non-State Entity, upon execution of this ATO, certifies that Non-State Entity understands that Contractor and the State may, from time to time and without Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Entity receives from Contractor.

Non-State Entity, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

All Service(s) ordered under this ATO will be submitted using the Form 20, signed by the Non-State Entity's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a Form 20, noting changes. The Non-State Entity understands that Form 20s are subject to review by the CALNET 3 CMO to ensure contract compliance.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that the Contractor shall provide CALNET 3 CMO all data, reports, and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract.

Non-State Entity may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract and selected below. Contractor shall bill Non-State Entity, and Non-State Entity shall pay Contractor according to the terms and conditions and rates set forth in the Contract for such Service(s).

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

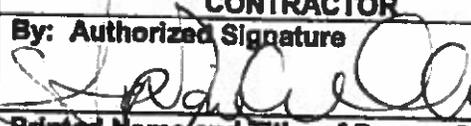
Whenever any notice or demand is given under this Contract to Contractor or Non-State Entity, the notice shall be in writing and addressed to the following:

Non-State Entity:
CITY OF REDONDO BEACH
415 Diamond Street
Redondo Beach, CA 90277
Attn: Chris Benson
310-372-1171
Chris.benson@redondo.org

Contractor:
Verizon
11080 White Rock Rd.
Rancho Cordova, CA 95670
Attn: Shon Day
Program Contract Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

NON-STATE ENTITY	CONTRACTOR
By: Authorized Signature 	By: Authorized Signature 
Printed Name and Title of Person Signing Steve Aspel, Mayor City of Redondo Beach	Printed Name and Title of Person Signing Stephanie Cullen FSPM
Date Signed: 08/05/2014	Date Signed: 8/27/14

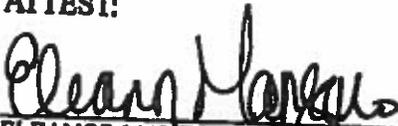
Approved By:
State of California
Department of Technology,
Statewide Telecommunications and Network Division

By: Authorized Signature 
Printed Name and Title of Person Signing Regina Gathing AISA
Date Signed: 8-29-2014

APPROVED AS TO FORM

ASSISTANT CITY ATTORNEY

ATTEST:


ELEANOR MANZANO, CLERK OF THE BOARD
C-1408-092

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

Select services for

Verizon C3-A-13-02-TS-08		
Selected Services	Dedicated Transport Subcategory 1.1	Customer Initials
<input checked="" type="checkbox"/>	Carrier DS0 Service	[Signature]
<input checked="" type="checkbox"/>	Carrier DS1 Service	[Signature]
<input checked="" type="checkbox"/>	Carrier DS3 Service	[Signature]
<input checked="" type="checkbox"/>	ISDN Primary Rate Interface Service	[Signature]
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Service	[Signature]
<input checked="" type="checkbox"/>	Services Related Hourly Support	[Signature]
Selected Services	Multi-Protocol Label Switching (MPLS) Subcategory 1.2	Customer Initials
<input checked="" type="checkbox"/>	MPLS Port Transport Speed Service	[Signature]
<input checked="" type="checkbox"/>	MPLS Port & Access Bundled Transport Speed Service	[Signature]
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled Transport Speed Service	[Signature]
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled On-Net Transport Speed Service	[Signature]
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled Off-Net Transport Speed Service	[Signature]
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled Ethernet On-Net Transport Speed Service	[Signature]
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled Ethernet Off-Net Transport Speed Service	[Signature]
<input checked="" type="checkbox"/>	Converged VoIP Service	[Signature]
<input checked="" type="checkbox"/>	Converged Voice Mail Service	[Signature]
<input checked="" type="checkbox"/>	Audio Conferencing Service	[Signature]
<input checked="" type="checkbox"/>	Session Initiated Protocol (SIP) Trunking Service	[Signature]
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	[Signature]
<input checked="" type="checkbox"/>	Services Related Hourly Support	[Signature]
Selected Services	Standalone Voice over Internet Protocol (VoIP) Subcategory 1.3	Customer Initials
<input checked="" type="checkbox"/>	Standalone VoIP Service	[Signature]
<input checked="" type="checkbox"/>	VoIP Voice Mail Service	[Signature]
<input checked="" type="checkbox"/>	Audio Conferencing Service	[Signature]
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	[Signature]
<input checked="" type="checkbox"/>	Services Related Hourly Support	[Signature]
Selected Services	Toll Free Calling Subcategory 1.5	Customer Initials
<input checked="" type="checkbox"/>	Toll Free Network Access Transport Service	[Signature]
<input checked="" type="checkbox"/>	Toll Free Domestic Service	[Signature]
<input checked="" type="checkbox"/>	International Toll Free Service	[Signature]
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	[Signature]
<input checked="" type="checkbox"/>	Services Related Hourly Support	[Signature]



Amendment and Service Order Form to the U.S. Services Agreement

REDONDO BEACH, CITY OF (INC) (Customer Signatory)	Verizon's presentation of this Amendment and Service Order to Customer Signatory is an offer by Verizon to bind both Parties to the terms stated herein, which Customer Signatory may accept by signing and submitting it to Verizon without alteration on or before the date specified under the signature block below.
Signature: 	
Name: Bill Brand	
Title: Mayor	
Date: 8/29/18	
Email: Chris.Benson@redondo.org	

Valid if signed and submitted to Verizon by 11-Oct-2018.

This Amendment and Service Order is entered into pursuant to the U.S. Services Agreement ("Agreement") identified by Verizon Contract Identification Number C59068-00 by and between Verizon Business Network Services Inc. on behalf of affiliates listed in the Guide (individually and collectively "Verizon Providers of U.S. Services") ("Verizon Signatory") and REDONDO BEACH, CITY OF (INC) ("Customer Signatory"), which is amended as described below. Customer Signatory agrees that any future Service Orders will be subject to the Agreement as amended herein.

Except as otherwise set forth herein, words and phrases defined in the Agreement have the same meaning in this Amendment and Service Order.

SERVICE TERMS

New Services. ("+" following the Service name indicates it is a Rapid Delivery Service; it is not a part of the Service name)

1. **Managed WAN +;** terms are located at www.verizonenterprise.com/service/cp_mwan_plus_toc_2018MAY01.htm.

PRICING

1. PROMOTIONS.

- 1.1 **Managed WAN +:** Managed Services Value WAN Routing terms are located at www.verizonenterprise.com/external/service_guide/reg/pr_managed_services_value_wan_routing_promotion.pdf.

SERVICE ORDER FORM

Quote ID	196115019
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Amendment ID: D75329-01
 Contract ID: C59068-00
 Reference ID: 4310
 Routing Code: U-U-E

Quote Version #	0
Order Section #	592740

Order Summary by Location:

Location ID	Location Address	Service Provided by	Currency	MRC	NRC
24817895C - Redondo Beach	415 DIAMOND ST, REDONDO BEACH, CA 90277-2836, United States	MCI Communications Services, Inc. d/b/a Verizon Business Services	USD	105.69	6.53
Total excluding Taxes (as defined in the Contract)			USD	105.69	6.53

Service Order Details: All Services provided by MCI Communications Services, Inc. d/b/a Verizon Business Services unless otherwise specified below. The invoice will be based on service configuration at time of invoice reflective of any changes made by the Customer.

1. Service Delivered to:

Location ID: 24817895C - Redondo Beach
 415 DIAMOND ST, REDONDO BEACH, CA 90277-2836, United States

Service Summary	MRC (USD)	NRC (USD)
Customer Premises Equipment and Related Services +	55.89	6.53
Managed WAN +	49.80	0.00
WAN Analysis Reporting +	0.00	0.00
Total (USD) excluding Taxes (as defined in the Contract)	105.69	6.53

Service Detail for Location ID(s): 24817895C - Redondo Beach (See Appendix and Contract for any additional charges)	Activity Type	Quantity	MRC (USD)	NRC (USD)
Customer Premises Equipment and Related Services + Service ID: See Appendix Service Commitment: See Appendix				
Customer Premises Equipment and Related Services +			55.89	6.53
Managed WAN +, Service ID: 259382931 Activity Type: ADDED Service Commitment: 36 Months				
Router Management - Full - X-Small	ADDED	N/A	49.80	0.00
Promotion: Managed Services Value WAN Routing			0.00	0.00
WAN Analysis Reporting +, Service ID: 172074178 Activity Type: REMOVED Service Commitment: 36 Months Previous Order Section #: 357962				
Standard Select	REMOVED	N/A	0.00	N/A
Provider Edge Statistics	REMOVED	N/A	0.00	N/A
Total (USD) excluding Taxes (as defined in the Contract)			105.69	6.53

**Appendix
 To Service Order Details**





Appendix Summary:

1. Customer Premises Equipment and Related Services +

1. Customer Premises Equipment and Related Services +

Location ID: 24817895C - Redondo Beach
 415 DIAMOND ST, REDONDO BEACH, CA 90277-2836, United States

Services provided by MCI Communications Services, Inc. d/b/a Verizon Business Services

Customer Premises Equipment and Related Services +	Activity Type	Quantity	MRC (USD)	NRC (USD)
Service ID: 259382933				
Service Commitment: 36 Months				
Activity Type: ADDED				
Equipment - Monthly Recurring Plan (MRP) - SRX300 - SRX300 (HARDWARE ONLY, REQUIRE SRX300-JSB OR SRX300-JSE TO COMPLETE SYSTEM)	ADDED	1	9.58	N/A
Maintenance - Monthly Recurring Plan (MRP) - VDM-N-7X24X4 - VERIZON PROACTIVE CARE MAINT - 7X24X4 ONSITE - for - SRX300	ADDED	1	5.74	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION-MWAN - STAGING AND WAN SIDE DEPLOYMENT ONLY	ADDED	1	16.13	N/A
Software - Monthly Recurring Plan (MRP) - SRX300-JSB - SRX300 JUNIPER SECURE BRANCH (ROUTING, SWITCHING, FIREWALL, NAT, IPSEC VPN) SOFTWARE - Includes: CPE IMPLEMENTATION-MWAN	ADDED	1	11.82	N/A
Maintenance - Monthly Recurring Plan (MRP) - VDM-N-7X24X4 - VERIZON PROACTIVE CARE MAINT - 7X24X4 ONSITE - for - SRX300-JSB	ADDED	1	3.88	N/A
Equipment - Monthly Recurring Plan (MRP) - CBL-EX-PWR-C13-US - AC POWER CABLE US 13A 125V 2.5METER - Includes: VDM-N-7X24X4 - Includes: CPE IMPLEMENTATION-MWAN	ADDED	1	0.93	N/A
Equipment - Monthly Recurring Plan (MRP) - CAB-ETH-S-RJ45 - Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet - Includes: VDM-N-7X24X4 - Includes: CPE IMPLEMENTATION-MWAN	ADDED	1	0.50	N/A
Subtotal (Service ID: 259382933)			48.58	0.00
Service ID: 259409013				
Service Commitment: 36 Months				
Activity Type: ADDED				
Equipment - Monthly Recurring Plan (MRP) - USR5686G - 56K U SERIAL CTRLR MODEM EXT SERIAL FAXMODEM	ADDED	1	3.62	N/A
Maintenance - Monthly Recurring Plan (MRP) - VDM-N-5X8XNBD - VERIZON PROACTIVE CARE MAINT - 5X8XNBD ONSITE - for - USR5686G	ADDED	1	0.65	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION-MWAN - STAGING AND WAN SIDE DEPLOYMENT ONLY	ADDED	1	1.01	N/A
Equipment - Monthly Recurring Plan (MRP) - 49305-000-995 - CISCO ASYNC KIT CONSISTS OF 1 EA RJ45/RJ45 10 FT ASSEMBLY, M25 TO RJ45 ADAPTER, F25 TO RJ45 ADAPTER, AND F9 TO RJ45 ADAPTER - Includes: VDM-N-5X8XNBD - Includes: CPE IMPLEMENTATION-MWAN	ADDED	1	1.03	N/A
Equipment - Monthly Recurring Plan (MRP) - CAB-ETH-S-RJ45 - Yellow Cable for Ethernet, Straight-through, RJ-45, 6	ADDED	1	0.50	N/A





Amendment ID: D75329-01
Contract ID: C59068-00
Reference ID: 4310
Routing Code: U-U-E

feet - Includes: VDM-N-5X8XNBD - Includes: CPE IMPLEMENTATION-MWAN				
Equipment - Monthly Recurring Plan (MRP) - CAB-ETH-S-RJ45 - Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet - Includes: VDM-N-5X8XNBD - Includes: CPE IMPLEMENTATION-MWAN	ADDED	1	0.50	N/A
Subtotal (Service ID: 259409013)			7.31	0.00
Delivery Charges				
Shipping and Handling			0.00	6.53
Delivery Charges Subtotal			0.00	6.53
CPE and Related Services Total USD excluding Taxes (as defined in the Contract)			55.89	6.53

APPROVED AS TO FORM:
Mick W. Webb
CITY ATTORNEY

ATTEST:
Eleanor Manzano
ELEANOR MANZANO, CITY CLERK



**Master Service Order Form
 to the U.S. Services Agreement**

REDONDO BEACH, CITY OF (INC) (Customer Signatory)	<p>Verizon's presentation of this Master Service Order to Customer Signatory is an offer by Verizon to bind both Parties to the terms stated herein, which Customer Signatory may accept by signing and submitting it to Verizon without alteration on or before the date specified under the signature block below.</p> <p align="center">ATTEST:</p> <p align="center"><i>Eleanor Manzano</i> ELEANOR MANZANO, CITY CLERK</p>
Signature: 	
Name: William C. Brand	
Title: Mayor	
Date: July 18, 2017	
Email:	

Valid if signed and submitted to Verizon by 23-Aug-2017.

This U.S. Services Agreement ("Agreement") is entered into pursuant to and includes the Master Terms found at www.verizonenterprise.com/service/g_omt_us_toc.htm, as well as the Service Attachment(s) and promotions for the new Services and promotions named below, found at the links provided below (collectively, the "Online Terms") together with any other terms set out herein. Customer Signatory agrees that any future Service Orders also will be subject to the terms of the Agreement.

Customer Signatory understands that the Online Terms include service descriptions, requirements, service level agreements (where applicable), payment terms and other terms and conditions, and that these materially affect the rights, obligations and remedies of both Parties.

Updates to the Online Terms apply to the Agreement, including Services previously ordered under it, and if such updates affect Customer in a material and adverse manner (and are not otherwise resolved by Verizon), Customer may discontinue the affected Service as provided in the Agreement. Customer assumes sole responsibility to review changes to the Online Terms when they are made. Customer may enroll to receive email notifications of Online Terms changes at www.verizonenterprise.com/us/publications/service_guide/subscriptions/.

The Parties acknowledge the Agreement includes consent to use CPNI to market new Services.

Parties	
Customer Signatory: REDONDO BEACH, CITY OF (INC)	Verizon: Verizon Business Network Services Inc. on behalf of affiliates listed in the Guide (individually and collectively "Verizon Providers of U.S. Services")
Registered Office Address: 415 DIAMOND ST REDONDO BEACH, CA 90277-2836 USA	Registered Office Address: One Verizon Way Basking Ridge, NJ 07920 USA
Registered No., ABN or CIN (if applicable): N/A	Registered No. or ABN (if applicable): Not applicable
VAT/GST/Consumption Tax Number (if applicable): 956000767	VAT/GST/Consumption Tax Number (if applicable): N/A
Additional Legal Entity Information (if applicable):	Additional Legal Entity Information (if applicable):





	Not applicable
Address for Notices: 415 DIAMOND ST REDONDO BEACH, CA 90277-2836 USA Chris.Benson@redondo.org	Address for Notices: 6415-6455 Business Center Drive Highlands Ranch, CO 80130 USA Attn: Customer Service Email: notice@verizon.com

Except as otherwise set forth herein, words and phrases defined in the Agreement have the same meaning in this Master Service Order.

- i) **New Services** ("+" following the Service name indicates it is a Rapid Delivery Service; it is not a part of the Service name).
 1. **Access +**; terms are located at www.verizonenterprise.com/service/cp_access_plus_toc_2016DEC30.htm.
 2. **Customer Premises Equipment and Related Services +**; terms are located at www.verizonenterprise.com/service/cp_cpe_plus_toc_2016SEP15.htm.
 3. **Private IP +**; terms are located at www.verizonenterprise.com/service/cp_pip_plus_toc_2017JAN01.htm.
 4. **WAN Analysis Reporting +**; terms are located at www.verizonenterprise.com/service/cp_war_plus_toc_2016NOV30.htm.
- ii) **Promotions.**
 1. **Access +**: Verizon Services 90 Day Satisfaction Guarantee for Service terms are located at www.verizonenterprise.com/external/service_guide/reg/pr_verizon_services_90_day_satisfaction_guarantee_for_service_promotion.pdf.
 2. **Access +**: Private IP + Fast Start v2 terms are located at www.verizonenterprise.com/external/service_guide/reg/pr_private_ip_plus_fast_start_v2_promotion.pdf.
 3. **Private IP +**: Verizon Services 90 Day Satisfaction Guarantee for Service terms are located at www.verizonenterprise.com/external/service_guide/reg/pr_verizon_services_90_day_satisfaction_guarantee_for_service_promotion.pdf.
 4. **Private IP +**: Private IP + Fast Start v2 terms are located at www.verizonenterprise.com/external/service_guide/reg/pr_private_ip_plus_fast_start_v2_promotion.pdf.

Service Details

SERVICE ORDER FORM

Quote ID	194136210
Quote Version #	0
Order Section #	357962

Order Summary by Location:

Location ID	Location Address	Service Provided by	Currency	MRC	NRC
24817895C	415 DIAMOND ST, REDONDO BEACH, CA 90277-2836, United States	MCI Communications Services, Inc. d/b/a Verizon Business Services	USD	1,572.29	19.46
Total excluding Taxes (as defined in the Contract)			USD	1,572.29	19.46

Service Order Details: All Services provided by MCI Communications Services, Inc. d/b/a Verizon Business Services unless otherwise specified below. The invoice will be based on service configuration at time of invoice reflective of any changes made by the Customer.

1. **Service Delivered to:**





Contract ID: C59068-00
 Reference ID: 3449
 Routing Code: U-U-E

Location ID: 24817895C
 415 DIAMOND ST, REDONDO BEACH, CA, 90277-2836, United States

Service Summary	MRC (USD)	NRC (USD)
Access +	681.23	0.00
Customer Premises Equipment and Related Services +	91.06	19.46
Private IP +	800.00	0.00
WAN Analysis Reporting +	0.00	0.00
Total (USD) excluding Taxes (as defined in the Contract)	1,572.29	19.46

Service Detail for Location ID(s): 24817895C (See Appendix and Contract for any additional charges)	Activity Type	Quantity	MRC (USD)	NRC (USD)
Access +, Service ID: 172074174 Activity Type: ADDED Service Commitment: 36 Months				
Local Access - Op/App Performance: Gold / Gold - 50 Mbps - UNI Speed: 100 Mbps (FastE) - TPV UNI Speed: 100 Mbps (FastE)	ADDED	N/A	681.23	0.00
Additional Promotions included: <ul style="list-style-type: none"> Verizon Services 90 Day Satisfaction Guarantee for Service Private IP + Fast Start v2 				
Customer Premises Equipment and Related Services + Service ID: See Appendix Service Commitment: See Appendix				
Customer Premises Equipment and Related Services +			91.06	19.46
Private IP +, Service ID: 172074176 Activity Type: ADDED Service Commitment: 36 Months				
PIP Port - 50 Mbps - United States	ADDED	N/A	800.00	0.00
Class of Service - ETM - 50 Mbps - 0 Kbps	ADDED	N/A	0.00	0.00
Additional Promotions included: <ul style="list-style-type: none"> Private IP + Fast Start v2 Verizon Services 90 Day Satisfaction Guarantee for Service 				
WAN Analysis Reporting +, Service ID: 172074178 Activity Type: ADDED Service Commitment: 36 Months				
Standard Select	ADDED	N/A	0.00	N/A
Provider Edge Statistics	ADDED	N/A	0.00	N/A
Total (USD) excluding Taxes (as defined in the Contract)			1,572.29	19.46

**Appendix
To Service Order Details**

Appendix Summary:

- Customer Premises Equipment and Related Services +
- Private IP +

1. Customer Premises Equipment and Related Services +

Location ID: 24817895C
 415 DIAMOND ST, REDONDO BEACH, CA, 90277-2836, United States





Services provided by MCI Communications Services, Inc. d/b/a Verizon Business Services

Customer Premises Equipment and Related Services +	Activity Type	Quantity	MRC (USD)	NRC (USD)
Service ID: 172074177				
Service Commitment: 36 Months				
Activity Type: ADDED				
Equipment - Monthly Recurring Plan (MRP) - ISR4321/K9 - Cisco ISR 4321 (2GE, 2NIM, 4G FLASH, 4G DRAM, IPB) - Included	ADDED	1	90.60	N/A
Maintenance - Monthly Recurring Plan (MRP) - VZADVCARE7X24X4OS - VERIZON ADVANCE CARE MAINTENANCE 7X24X4 ON-SITE - for - ISR4321/K9 - Included	ADDED	1	Included	N/A
Labor - Monthly Recurring Plan (MRP) - CPE IMPLEMENTATION-PIP - STAGING AND WAN SIDE DEPLOYMENT ONLY - Included	ADDED	1	Included	N/A
Software - Monthly Recurring Plan (MRP) - SISR4300UK9-315S - Cisco ISR 4300 Series IOS XE Universal - Includes: VZADVCARE7X24X4OS - Includes: CPE IMPLEMENTATION-PIP	ADDED	1	0.00	N/A
Equipment - Monthly Recurring Plan (MRP) - CAB-AC-C5 - AC Power Cord, Type C5, US, Canada - Includes: VZADVCARE7X24X4OS - Includes: CPE IMPLEMENTATION-PIP	ADDED	1	0.00	N/A
Equipment - Monthly Recurring Plan (MRP) - CAB-ETH-S-RJ45 - Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet - Includes: VZADVCARE7X24X4OS - Includes: CPE IMPLEMENTATION-PIP	ADDED	1	0.46	N/A
Subtotal (Service ID: 172074177)			91.06	0.00
Delivery Charges				
Shipping and Handling			0.00	19.46
Delivery Charges Subtotal			0.00	19.46
CPE and Related Services Total USD excluding Taxes (as defined in the Contract)			91.06	19.46

2. Private IP + - Other Rates and Charges

Dynamic Network Manager			
Applies to Location ID/Service ID(s): 24817895C / 172074176			
Private IP Dynamic Port Pricing		Private IP Dynamic Port Pricing	
Port Speed	MRC (USD)	Port Speed	MRC (USD)
1 Mbps	107.50	9 Mbps	336.25
2 Mbps	160.00	10 Mbps	347.50
3 Mbps	200.00	15 Mbps	500.00
4 Mbps	240.00	20 Mbps	640.00
5 Mbps	265.00	30 Mbps	710.00
6 Mbps	290.00	40 Mbps	750.00
7 Mbps	307.50	50 Mbps	800.00
8 Mbps	325.00		
Private IP EF Real-time Pricing		Private IP EF Real-time Pricing	
EF Realtime CAR Speed	MRC (USD)	EF Realtime CAR Speed	MRC (USD)
0 Kbps	0.00	3.5 Mbps	55.00
8 Kbps	7.00	4 Mbps	60.00
16 Kbps	7.00	5 Mbps	64.00





Contract ID: C59068-00

Reference ID: 3449

Routing Code: U-U-E

32 Kbps	7.00	5.5 Mbps	68.00
56 Kbps	7.00	7 Mbps	77.00
128 Kbps	7.00	9 Mbps	84.50
256 Kbps	7.00	10 Mbps	87.00
384 Kbps	7.00	13 Mbps	110.00
512 Kbps	7.00	14 Mbps	117.50
768 Kbps	7.00	15 Mbps	125.00
900 Kbps	7.00	17 Mbps	135.00
1 Mbps	7.00	18 Mbps	139.00
1.3 Mbps	7.00	20 Mbps	150.00
1.5 Mbps	7.00	25 Mbps	164.00
1.7 Mbps	7.00	30 Mbps	177.50
2 Mbps	40.00	35 Mbps	182.50
2.5 Mbps	45.00	40 Mbps	187.50
3 Mbps	50.00		

APPROVED AS TO FORM:
[Signature]
ACTING CITY ATTORNEY



Service Order Summary

This document is for information purposes only

Customer Legal Entity	REDONDO BEACH, CITY OF (INC)
Quote ID	194136210
Quote Version #	0

Site Country	Site Address	Location ID	Customer Legal Entity	Service Provided by	Reference ID	Currency	MRC	NRC	
United States	415 DIAMOND ST, REDONDO BEACH, CA 90277-2836, United States	24817895C	REDONDO BEACH, CITY OF (INC)	MCI Communications Services, Inc. d/b/a Verizon Business Services	3449	USD	1,572.29	19.46	
Total excluding Taxes (as defined in the Contract)							USD	1,572.29	19.46



ONLINE MASTER TERMS – UNITED STATES SERVICES

1. **General.** These online Master Terms ("Master Terms"), the online Service Attachments ("Service Attachments") and related information appearing at www.verizonenterprise.com/guide are generally referred to collectively as the Online Terms. The Online Terms are incorporated by reference into an Agreement, which may modify or supplement it. If no unexpired Agreement exists, the Online Terms apply to the receipt or use of any service not covered by a Tariff.
2. **Agreement.** The Agreement establishes a framework under which Customer can order Services from Verizon in the U.S. under the Agreement or pursuant to Contracts. Each resulting Contract is created by way of Service Order and consists of (a) the applicable Agreement; (b) Service Attachments; and (c) other content incorporated by reference. The rules at www.verizonenterprise.com/service/g_service_provider_list.htm identify the relevant U.S. Provider if the Contract does not otherwise do so. A Participating Entity may contract for Service in its own name subject to the terms of an existing Contract. Customer may access CPNI of its Participating Entities.
3. **Definitions.** The Online Definitions apply to the Online Terms and to Contracts with respect to terms not otherwise defined within them.
4. **Service Order-Based Contracts.**
 - 4.1 **Service Order Process.** When required, Verizon will provide Customer a SOF for signature. If Verizon learns that it cannot fulfill a SOF due to third party issues after Customer accepts the SOF, Verizon will notify Customer as soon as possible and shall have no further obligation to provide the Service under that SOF.
 - 4.2 **Order Limitations.** Verizon may decline an order if it would be impossible or impractical to provide it as requested -- for example, but not exclusively, in a location in which Verizon does not have regulatory authorization to provide the service; or sufficient presence, infrastructure or capacity to support it.
 - 4.3 **Effective Date.** Subject to the clause entitled "Service Order Process," a Service Order shall be effective and binding on both Parties on the Commencement Date.
 - 4.4 **No-Sign Service Order Acknowledgement Ordering.** Where available, Customer may use the No-Sign SOF process to document its Service orders. U.S. Customers are automatically able to use the No-Sign SOF process (but may opt-out at their discretion). Under the No-Sign SOF process, Customer submits a request for Service (which may be oral or in writing) that Verizon acknowledges by a No-Sign SOF email to the Customer Agreement signor or designee, which includes the requested services, locations, prices and parties. A No-Sign Service Order is binding on both parties when sent. Customer has five calendar days to notify Verizon of any errors in the No-Sign SOF. The No-Sign SOF process is not available for all services or in all countries.
5. **Order of Precedence.** In the event of an inconsistency between the provisions of a Contract, the following order of precedence applies, with 1 having the highest precedence: (1) the Service Order (if applicable); (2) the Agreement. Within the Agreement the following order of precedence applies with (a) having the highest precedence: (a) Service Attachments, with a state-specific provision having precedence over provisions that are not state specific; and (b) these Master Terms. Where applicable, U.S. Service Tariffs take precedence over all other terms to the extent they are required to take precedence by law.
6. **Changes to U.S. Online Terms.** Verizon may amend the Online Terms from time to time. Changes to the Online Terms are effective upon posting of the Online Terms in the case of new Services, Service features, Service options or Service promotions. Other modifications to the Online Terms are effective on the date indicated in the Online Terms, provided that no such modification becomes effective and binding on Customer until it has been posted in the Online Terms for at least 15 days. Customer may enroll to receive email notifications of Online Terms changes at <http://www.verizonenterprise.com/guide/subscriptions>. If any modification made by Verizon to the Online Terms affects Customer in a material and adverse manner, Customer, as its sole remedy, may discontinue the affected Service without termination liability (except for payment of all charges incurred up to the effective date of such Service discontinuance) by providing Verizon with written notice of discontinuance within 60 days of the date such change is posted in the Online Terms. A "material and adverse" change will not include: (a) the introduction of a new Service element or any new Service feature associated with an existing Service, including all terms, conditions and prices relating thereto; (b) an adjustment (either an increase or a reduction) of a published underlying Service price not expressly fixed in the Agreement; or (c) the introduction or revision of Governmental Charges. If a Service for which the charges are included in Contributing Charges or Eligible Charges, as applicable, is discontinued under this Section, the affected Customer's relevant Volume Commitment will be modified, to reflect the discontinuance upon Customer's request.
7. **Duration.** The Online Terms shall continue until terminated in accordance with the provisions of the Master Terms.
8. **Rates and Charges.** Contracts will identify rates and charges which are fixed (i.e., not subject to change) for the Term. Otherwise, Verizon may change its rates and charges upon 30 days notice to Customer with the following exception: For voice services, Verizon may change its rates and charges at any time upon seven days notice to

ONLINE MASTER TERMS – UNITED STATES SERVICES

Customer. Verizon may give Customer notice of such changes in rates or charges by posting them in the Online Terms, by invoice message, or by other reasonable means. In Contracts that incorporate online pricing, that pricing may be supplemented by the rates and charges for new service options as they become available, such as faster speeds and advanced features. Pricing for such new service options will be clearly distinguished from existing pricing, which will not be affected. Customer may order such new service options at the referenced prices, subject to applicable terms. If Customer's Contract does not already contain the appropriate terms, an amendment may be needed.

- 8.1 **Services.** Charges and rates (including credits and discounts) for Services are provided in the applicable Service Order, Service Attachment, Master Terms, or Tariff (as applicable). The rates and charges for Services will be effective on the Services Effective Date. Except as expressly provided to the contrary in a Service Order, the rates and charges set forth in a Contract for Services are in lieu of, and not in addition to, any other discounts, promotions and/or credits (Tariffed, standard or otherwise). All rates and charges for Services are subject to change under the terms of the applicable Service Order, Service Attachment, Master Terms, Tariff, or other provisions of a Contract specifically applicable to Services, except those that are designated as "fixed" in the Contract, the Master Terms, the Service Attachment, a Service Order or an applicable Tariff. For Services not specifically set forth in a Contract, Verizon's standard rates and terms apply. References in a Contract regarding standard rates and/or discounts and standard Tariffed rates and/or discounts refer to the corresponding standard charges, rates and/or discounts set forth in the Online Terms, the applicable Tariff, or other Verizon standard rate tables.
- 8.2 **Governmental Charges.** Verizon may adjust or introduce Governmental Charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Optimized Services were previously referred to as "Dated" Services.
- 8.3 **Accrual of Charges.** Except as otherwise stated in the Agreement or a Contract, Customer is deemed to have accepted a Service upon the Service Activation Date and Verizon will accrue and invoice the charges as follows: (a) recurring charges accrue from the Service Activation Date and are invoiced in advance; (b) usage-based charges accrue from the Service Activation Date and are invoiced in arrears; and (c) one-time or set-up charges accrue from the Commencement Date (or where there is no Commencement Date the date an order under the Agreement is accepted by Verizon) and are invoiced at any time thereafter. If a Service Activation Date is delayed because Customer (a) has not met its obligations or done all that is necessary on its part to activate the Services, then Verizon may deem a date to be the Service Activation Date (whether the Services are ready for use or not) and charges shall commence to accrue in accordance with this clause; or (b) requests a delay. Customer shall be liable for any third party costs and expenses incurred by Verizon, including but not limited to charges in relation to third party Local Access, related Services or Service Equipment during the period of delay. For purposes of computing the daily share of a monthly charge, a month consists of 30 days, except for Optimized Services, for which the calculation will use the actual number of days in the applicable month.
- 8.4 **Ancillary Charges.**
- 8.4.1 **Paper Invoice Charge.** A \$40 monthly recurring charge applies to every paper invoice provided to a Customer (except invoices solely for US intrastate telecommunications services) in lieu of, or in addition to, an online invoice. This charge does not apply where Customer has established to Verizon's satisfaction, or Verizon determines on its own, that online invoicing is not a reasonable substitute for paper invoicing.
- 8.4.2 **Convenience Payment Charge.** A \$5 convenience payment charge applies to any Customer payment by ETF or ACH for Verizon Services that are authorized by telephone. The charge will be made by the same payment method Customer selected. For EFT and ACH payments, it will be added to the total payment amount. The charge does not apply to other payment options.
- 8.4.3 **No Fault Found Charge.** A non-recurring charge applies when a Verizon representative is dispatched to Customer's premises, or performs work remotely, at Customer's request to investigate a suspected issue with the Services, and the Verizon representative responds to the request and finds no fault with the proper functioning of the Services or is prevented from resolving the request due to Customer's failure to provide access or other contractually-required assistance. Examples include (without limitation) situations in which Verizon determines: (a) the fault is with the Customer/third party vendor-maintained equipment or network; (b) the fault has already been resolved; (c) the fault resulted from an interruption to the power supply to the Service Equipment at the Customer Site that was not approved by Verizon; or (d) the fault was caused by an act or omission of Customer in breach of the Agreement or a Contract. Verizon may modify this charge by providing notice to Customer (including by posting online). The following charges apply for each Verizon response, based on time of the visit:

ONLINE MASTER TERMS – UNITED STATES SERVICES

Time of Day	Charge
Normal Working Hours	\$265
After Hours	\$400

A visit to Customer Site or remote response which begins or ends outside of Normal Working Hours is "After Hours."

- 8.5 **Telecommunications Service Priority ("TSP").** The rates and charges, features, and terms and conditions set forth in the online Service terms for TSP Service apply when TSP is provided to Customer.

9. Payment of Invoices.

- 9.1 **General.** Customer shall pay Verizon invoices within 30 days of the invoice date.

9.1.1 Amounts not paid or Disputed on or before 30 days from the invoice date will be past due, and interest shall accrue on any past due amount from the due date until payment (whether before or after judgment) at a rate to be determined by Verizon which may not exceed either (a) 1.5% per month or (b) the maximum amount allowed by applicable law. Verizon may elect to apply any credit balance(s) to the account(s) with the oldest unpaid charges. Verizon may invoice Customer up to six months after the date a charge accrues; for charges invoiced after that, Customer may request a credit (except that in cases involving fraud or third party charges, charges may be invoiced without the time limitation stated above applying provided that they are invoiced within a reasonable period after Verizon becomes aware of such charges).

9.1.2 Without prejudice to any other rights under applicable law, Verizon also may exercise the following remedies with respect to any past due amount other than Disputed Amounts: (i) setting it off against any Security and requiring the Security to be increased by an additional amount; (ii) terminating these Master Terms and/or a Contract in accordance with the clauses entitled "Termination Notice" and "Service Suspension;" and/or (iii) exercising any other rights it may have with respect to any surety, security interest or other assurance of payment. Customer agrees to pay Verizon its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under these Master Terms or a Contract.

- 9.2 **Credit Check.** Verizon may, at any time, in the reasonable exercise of its discretion, conduct a credit check of Customer, for purposes of which Customer will provide any financial information reasonably requested by Verizon. Verizon's agreement to extend credit to Customer or to vary credit limits already extended (whether up or down) from time to time shall be at Verizon's absolute discretion.

- 9.3 **Security.** In order to reasonably secure payment from Customer, Verizon may, at any time, request Customer to provide Security or increase existing Security. Customer must comply with any such request.

- 9.4 **Disputed Amounts.** If Customer notifies Verizon of a Disputed Amount within 30 days of the invoice date the Disputed Amount may be withheld. If Verizon (in its reasonable opinion) determines a Disputed Amount is not valid, then any withheld amount will be considered past due and must be paid (including any accrued interest) within five days of notification by Verizon to Customer of that determination or the current due date under the relevant invoice, whichever is the later. If Customer does not give Verizon written notice of a Disputed Amount with respect to charges or the application of Taxes within six months of the date of an invoice, the invoice will be deemed to be correct and binding on Customer.

- 9.5 **Local Access and Currency.** When Customer orders third-party Local Access from Verizon, Customer agrees to pay to Verizon all charges associated with such Local Access, and to be subject to the third-party's terms and conditions for such Local Access, that Verizon has ordered. For this limited purpose only, Verizon may serve as Customer's representative in procuring, on Customer's behalf, domestic and international Access Services from such suppliers. Customer will pay any loss arising in the process of converting a foreign carrier's charges to Dollars, or vice versa, in settlement of such carrier's charges and in collecting payment from Customer.

- 9.6 **E-Rate Funding.** Customer purchasing Services with E-Rate Funding are subject to the E-Rate Funding Provisions.

- 9.7 **Taxes.** All charges are exclusive of Taxes, which Customer will pay. If Customer provides Verizon with a valid, duly executed tax exemption certificate, Verizon will exempt Customer in accordance with the law, effective on the date Verizon receives the exemption certificate. If Customer is required by law to make any deduction or withholding from any payment due hereunder to Verizon, then, notwithstanding anything to the contrary contained in these Master Terms or a Contract, the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding for taxes, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required.

10. **Termination Notice.** Customer may terminate Services on 30 days written notice for Service to U.S. locations and 60 days written notice for Service provided to locations outside the U.S. except for termination of services

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provisioned under OneView contracts as described under section 10.1 below (the "Notice Period"). Customer must terminate a Service by completing Verizon's standard form via the Verizon Enterprise Center (VEC) online portal at verizonenterprise.com as such URL may be updated from time to time. Any other means of providing notice (including, without limitation, postal mail or email to Customer's account representative) is void and has no effect, even if actually received by Verizon. After submission of the disconnect form online, Customer will receive an email from Verizon ("Request Acknowledgment") which Customer should retain as confirmation of its request. If Customer does not receive a Request Acknowledgment within 24 hours of submitting the disconnect form online, Customer should contact the VEC helpdesk or customer service to avoid delays in disconnection of service.

Notwithstanding any such termination, Customer will remain liable for any applicable termination charges. Termination takes effect on the day that Verizon actually disconnects Service which will be the date specified by Customer or the end of the Notice Period (whichever is later). Customer will be responsible for applicable charges until such date.

Services may immediately be terminated by a Party by written notice (to the extent permitted by applicable law) if the other Party (a) has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets, or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or (b) becomes subject to an administration order or enters into any voluntary arrangement with its creditors under which it ceases or threatens to cease to carry on business, or (c) undergoes or is subject to any analogous acts or proceedings under any foreign law. The circumstances set forth in the preceding sentence are referred to collectively in these Master Terms as "Insolvency Events." In addition, either Verizon or Customer may terminate a Contract immediately by written notice where, after expiration of all Service Commitments, no Services have been provided under the Contract for a continuous period exceeding three months, or (to the extent permitted by applicable law) if the other Party to the Contract has experienced any of the Insolvency Events. Notwithstanding the foregoing, a court order is not required to effect termination (or suspension) under this clause or any provision of the Termination for Cause and Service Suspension clauses.

10.1 Termination Notice for Services provided under OneView Contracts. Customer may terminate Services purchased under OneView contracts on 90 days written notice for Service to U.S. locations and 120 days written notice for Service provided to locations outside the U.S. All other terms set forth under section 10 otherwise apply. For purposes of this provision, OneView contracts are those contracts which are generated by Verizon's on-line OneView contracting system typically indicated by a text box reflected in the top right corner of the first page of the Verizon service contract which includes information such as a Contract ID and a Billing Code. Termination of services optimized for Verizon's automation platform (Verizon Rapid Delivery services) are excluded from this provision and are subject to the Notice Period set forth under section 10 above.

11. **Termination for Cause.** Either Party may immediately terminate the Agreement, a Contract or Service under the Agreement or a Contract for Cause.
12. **Service Suspension.** Verizon may, subject to giving Customer reasonable notice where practicable, suspend one or more Services (or a part thereof) if: (a) Customer is past due on any invoice for Services which has not been remedied within 10 days after Customer receives notice of such non-payment; (b) suspension of Services is necessary to prevent or protect against fraud, or otherwise protect persons or property, Verizon's personnel, agents, facilities, or services; (c) Verizon is obliged to comply with an order, instruction or request of a court, government agency, emergency service organization (e.g., police or fire service) or other administrative or regulatory authority; (d) Verizon needs to carry out Emergency Works; (e) Verizon has reasonable grounds to consider that use of the Service violates the Acceptable Use Policy or other terms of a Contract; or (f) Customer fails to provide or increase the Security as requested by Verizon. To suspend Services pursuant to sub-clause (a) above, no notice is required beyond the 10 days stated therein. If Verizon exercises its right to suspend the Services, it will resume the Services as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of Verizon). If one or more Services (or part thereof) is suspended as a consequence of the breach, fault, act or omission of Customer or any Customer Affiliate, Customer will pay to Verizon all reasonable costs and expenses incurred by the implementation of such suspension and/or reconnection of the Service.
13. **Facilities Used for Service.** Verizon determines the facilities it uses to provide Services at all times. Notwithstanding any other provision in a Contract, Verizon reserves the right to allocate or limit its facilities available for Services; to substitute facilities (including without limitation local access facilities) with facilities from alternative suppliers (including Verizon's own facilities); and to deny or discontinue Services (or associated billing options), in whole or in part, in general or to particular Customers, in order to: (a) manage its network in an efficient manner (including by avoiding technical, operational or security problems); (b) meet reasonable customer

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service expectations; or (c) furnish Services to existing and future customers based on current and projected available capacity.

14. **Decommissions.** Notwithstanding any provision to the contrary in the Agreement or a Contract, Verizon may terminate Services upon not less than six months written notice whenever Verizon generally decommissions such Services (that is, ceases to provide it on a commercial basis to its customers), provided, however, that this six-month requirement will not apply to customer notices delivered by Verizon prior to April 1, 2013.
15. **DNS Cache Server Functionality.** Verizon may respond to an unsuccessful DNS query by providing alternative information rather than a NXDOMAIN or other error message. To avoid receiving such alternative information, Customer may configure its applications to send its DNS queries to one of the following Verizon DNS cache servers 198.6.100.25, 198.6.100.38 and 198.6.100.53, or notify Verizon customer service to exclude specified Verizon-provided IP addresses from this functionality. Customer browser users may "opt-out" by receiving an opt-out cookie on their system via a link provided with the alternative information. In providing this functionality, Verizon and its suppliers will have access to Customer IP addresses and DNS queries, including information Customer has entered into an address bar, and information about the browser and any referring web page link involved in generating the DNS query (collectively "DNS Information") but will not use the DNS Information for any purpose other than providing the functionality, including to improve the operation and effectiveness of the functionality and its underlying search capabilities. Verizon and its suppliers may use non-identifying DNS information to support the functionality. The following link provides further operational and privacy information related to the functionality. http://www.verizonbusiness.com/resources/factsheets/fs_domain-name-services_en_xg.pdf
16. **Annual Volume Commitment (AVC).** If applicable, Customer agrees to pay Verizon the amount of Eligible Charges in each Contract Year that is no less than the AVC identified in the Agreement, for the number of Contract Years or Volume Commitment Period identified in the Agreement. If, in any Contract Year, Customer's Eligible Charges are less than the AVC, then Customer shall pay: (1) all accrued but unpaid charges incurred by Customer; and (2) an underutilization charge (which Customer hereby agrees is reasonable) equal to 75% of the difference between Customer's Eligible Charges during such Contract Year and the AVC.
17. **Total Volume Commitment (TVC).** If applicable, Customer agrees to pay Verizon the amount of Eligible Charges during Volume Commitment Period that is no less than the Total Volume Commitment or TVC identified in its Agreement. If, during the Volume Commitment Period, Customer's Eligible Charges are less than the TVC, then Customer shall pay: (1) all accrued but unpaid charges incurred by Customer; and (2) an underutilization charge (which Customer hereby agrees is reasonable) equal to 75% of the difference between Customer's Eligible Charges and the TVC.
18. **Tiered Volume Commitment.** Customer agrees to pay Verizon the amount of Eligible Charges in each Contract Year that is no less than the Tiered Volume Commitment identified in its Agreement, for the number of Contract Years/Volume Commitment Period identified in the Agreement. If the Contract does not identify a Tiered Volume Commitment or number of Contract Years/Volume Commitment Period, then the applicable number is zero. If, in any Contract Year, Customer's Eligible Charges are less than the Tiered Volume Commitment, then Customer shall pay: (1) all accrued but unpaid charges incurred by Customer; and (2) an underutilization charge (which Customer hereby agrees is reasonable) equal to 75% of the difference between Customer's Eligible Charges during such Contract Year and the Tiered Volume Commitment.
19. **Expiration of Commitment Period.**
 - 19.1 **Service Commitment Based Agreements.** Upon expiration of a Service Commitment, the governing Service Order is automatically extended on a month-to-month basis until either Party terminates it upon 60 days written notice.
 - 19.2 **Volume Commitment Based Agreements.**
 - 19.2.1 For standalone Agreements for Optimized Services with a Volume Commitment signed on or after July 18, 2015, upon expiration of a Volume Commitment Period, the governing Agreement is automatically renewed for a subsequent Volume Commitment Period equal to the expired Volume Commitment Period (including any extensions) ("Extended Term") with a Volume Commitment equal to that which was in effect at the end of the expired Volume Commitment Period, unless a Party provides the other Party with notice of its intent not to auto-renew the Agreement at least 90 days prior to the expiration of the Volume Commitment Period. After expiration of the Extended Term, the Agreement is automatically extended on a month-to-month basis until either Party terminates it upon 60 days written notice. The terms of the Agreement (excluding the Volume Commitment) will continue to apply during any service-specific commitments that extend beyond the Volume Commitment Period.
 - 19.2.2 For all other Agreements, upon expiration of a Volume Commitment Period, the governing Agreement is automatically extended on a month-to-month basis until either Party terminates it upon 60 days written notice. The terms of the Agreement (excluding the Volume Commitment) will continue to apply during any service-specific commitments that extend beyond the Volume



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Commitment Period.

20. **Consequences of Termination.** Without prejudice to any Party's accrued rights or obligations, upon termination of the Agreement, all Contracts (or parts thereof) and related Services shall terminate immediately. If the Agreement, a Contract or a Service is terminated by (a) Customer for any reason other than for Cause or pursuant to the clauses entitled "Service Level Agreement" or "Force Majeure", or (b) by Verizon for Cause, Customer will pay or refund to Verizon as applicable, without set off or deduction, the following with respect to each of the Services affected by the termination, which Customer acknowledges are liquidated damages reflecting a reasonable measure of actual damages and not a penalty: (i) all accrued but unpaid charges incurred through the date of such termination; (ii) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the Local Access circuits or related Services or Service Equipment and other third party services in connection with the affected Service(s); (iii) the Early Termination Charge; and (iv) any other applicable cancellation or termination charges specified in the Agreement or a Contract. The termination liability provided in this clause is in addition to any other remedies available to Verizon.
- 20.1 **Early Termination Charge for Service Termination.** If Customer terminates an Optimized Services on or after the Service Activation Date but prior to the expiry of the Service Commitment, the Early Termination Charge shall be 75% (or as set forth in the applicable Service Terms) of the monthly recurring charges ("MRCs") for the terminated Service multiplied by the number of months remaining in the Service Commitment. Not all Services have a Service Commitment.
- 20.2 **Early Termination Charges for Agreement Termination.** If the Agreement is terminated pursuant to the clause entitled "Consequences of Termination," the Early Termination Charge shall be equal to 75% of the remaining aggregate of the AVC(s) or Volume Commitments (plus 75% of the unsatisfied AVC in the Contract Year of termination), plus any amounts due under the sub-clause entitled "Early Termination Charge for Service Termination."
- 20.3 **Early Termination Charges for Moves, Downgrades.** If Customer moves or downgrades an Optimized Services geographically located within the U.S. Mainland during the Service Commitment, the Early Termination Charge described in the section "Early Termination Charge for Service Termination" will be reduced by the MRC for the replacement Optimized Service multiplied by the number of months in the new Service Commitment. To qualify as a move or downgrade, changes to the Optimized Services must be placed at the same time with related coordinated implementation at the same time. No early termination charge applies to upgrades.
21. **Customer Obligations.**
- 21.1 **Access.** Where Verizon requires access to a Customer Site in order to provide a Service (including but not limited to physical changes to local access facilities), Customer shall grant or shall procure the grant to Verizon of such rights of access to each Customer Site, including any necessary licenses, waivers and consents. Customer shall advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer Site.
- 21.2 **Assistance.** Customer shall provide Verizon with such facilities, information and cooperation as Verizon may reasonably require to perform its obligations or exercise its rights under a Contract. This includes but is not limited to (a) taking actions needed to enable Verizon to implement new processes or systems, and to change facilities used to provide Services, and (b) responding promptly to notice from Verizon requiring Customer action, such as to coordinate Customer-site access needed for a change in facilities at a mutually convenient time within 30 days of such notice from Verizon.
- 21.3 **Service Equipment.** Where Verizon provides Service Equipment, Customer warrants and undertakes that it shall: (a) use the Service Equipment only for the purpose of receiving Services and in accordance with Verizon's reasonable instructions from time to time and/or any Software license that may be provided with the Service Equipment; (b) not move, modify, relocate, or in any way interfere with the Service Equipment or Verizon Facilities; (c) insure and keep insured all Service Equipment against theft and damage; (d) not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment, title to which at all times belongs and remains with Verizon, a Verizon Affiliate or their subcontractor or financing partner; (e) permit Verizon to inspect, test, maintain and replace the Service Equipment at all reasonable times; (f) comply with Verizon's reasonable instructions, at Customer's own expense, in relation to the modification of the Customer Equipment to enable Customer to receive Services; and (g) upon termination of any of the Services, follow Verizon's reasonable instructions with respect to the return of the Service Equipment including allowing Verizon access to each Customer Site to remove the Service Equipment. Should any construction or alteration to a Customer Site have occurred to facilitate any Service, Verizon is not obliged to restore that Customer Site to the same physical state as prior to delivery of Services. Customer is liable for any and all damage to Service Equipment or Verizon Facilities which is caused by (i) the act or omission of Customer or Customer's breach of the Agreement or a Contract, or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to the Customer Equipment. Verizon is not liable for any

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costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.

- 21.4 **Software and Documentation.** Software not otherwise subject to a separate agreement or a license is provided to Customer subject to Verizon's standard Software license terms as follows. In consideration for payment of any applicable fees, Customer is granted a personal, non-exclusive, non-transferable non-sublicensable license to use the Software, in object code form only, solely in connection with Services for Customer's internal business purposes on Customer-owned or Customer-leased equipment (the "License"). Customer may not use the Software either in connection with the products and/or services of any third party or to provide services for the benefit of any third party, including without limitation as a service bureau. Customer may make one copy of the Software, other than the documentation, for archival or back-up purposes only if any copyright and other proprietary rights notices are reproduced on such copy. Customer may make a reasonable number of copies of documentation provided as part of the Software solely in support of its use of the Software and Services. Customer may not: (a) attempt to reverse engineer, decompile, disassemble or otherwise translate or modify the Software in any manner; or (b) sell, assign, license, sublicense or otherwise transfer, transmit or convey Software, or any copies or modifications thereof, or any interest therein, to any third party. All rights in the Software, including without limitation any patents, copyrights and any other intellectual property rights therein, remain the exclusive property of Verizon and/or its licensors. Customer agrees that the Software is the proprietary and confidential information of Verizon and/or its licensors subject to the provisions of any Contract between the Parties pertaining to "Confidential Information." Except to the extent otherwise expressly agreed by the Parties in writing, Verizon has no obligation to provide maintenance or other support of any kind for the Software, including without limitation any error corrections, updates, enhancements or other modifications. The License will immediately terminate upon the earlier of: (i) termination or expiration of any contract between Verizon and Customer pertaining to the Software; (ii) termination of the Services with which the Software is intended for use; or (iii) failure of Customer to comply with any provisions of this clause. Upon termination of any License, at Verizon's option, Customer will promptly either (1) destroy all copies of the Software in its possession; or (2) return all such copies to Verizon, and in either event provide an officer's written certification confirming the same.
- 21.5 **Intellectual Property Rights.** All intellectual property, including without limitation trade secrets, know-how, methodologies and processes related to any Verizon Service or product or otherwise made known to Customer in connection with any Verizon Service or product shall at all times remain the exclusive property of Verizon or its suppliers (as the case may be).
- 21.6 **Service Marks, Trademarks and Name.** Neither Verizon nor Customer may: (a) use any service mark or trademark of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication unless it obtains the other Party's prior written approval.
- 21.7 **Service Level Agreement ("SLA").** Verizon reserves the right to amend any applicable SLA from time to time effective upon posting of the revised SLA to the URL where the SLA is set out or other notice to Customer of the change, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate Services without early termination liability (except for payment of all charges up to the effective date of the termination of any such Services) by providing Verizon at least 30 days written notice of termination during the 30 days following posting of such amendment. Verizon may avoid such termination if, within 30 days of receipt of Customer's written notice, Verizon agrees to amend the relevant SLA so that the affected SLA service levels and credits are not materially reduced for Customer. The SLA sets forth Customer's sole remedies for any claim relating to Services or Verizon Facilities, including any failure to meet any standard set forth in the SLA. Verizon records and data shall be the basis for all SLA calculations and determinations.
22. **Disclaimer of Certain Damages.** No Party is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with these Master Terms, any Contract, the Services, related products, or documentation, even if the Party has been advised, knew or should have known of the possibility of such damages. **Nonetheless, each Party is liable to the other for consequential damages resulting from its breach of confidentiality obligations under the Master Terms provision entitled "Confidentiality".**
23. **Limitation of Liability.** Without limiting the provisions of the Disclaimer of Certain Damages clause above, the total liability of either: Customer or Verizon to the other in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation, and breach of statutory duty) in connection with the Agreement and all Contracts and Services provided under them is limited to the lesser of: (a) direct damages proven by the moving Part(ies); or (b) the aggregate amounts due from Customer to Verizon under the Agreement and all Contracts made pursuant to the Agreement for the six months prior to accrual of the latest cause of action for which the limitation of liability under this clause is being calculated. Verizon's liability with respect to individual Services may also be limited pursuant to other terms and conditions of these Master Terms or a Contract. The liability restrictions and liability

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and warranty disclaimers in this section apply equally to Verizon's suppliers and contractors as they do to Verizon. Customer acknowledges and accepts the reasonableness of the disclaimers, exclusions, and limitations of liability set forth in this clause.

24. **Exclusions.** The clause entitled "Limitation of Liability" does not limit: (a) any Party's liability (i) in tort for its willful or intentional misconduct, (ii) for bodily injury or death or loss or damage to real property or tangible personal property proximately caused by a Party's gross negligence (or "negligence" where the concept of "gross negligence" is not recognized in a particular jurisdiction), or (iii) where mandatory local law does not allow the limitation; or (b) Customer payment obligations under a Contract; or (c) Verizon obligations to provide credits and waivers under a Contract; or (d) Customer indemnification obligations under a Contract.
25. **CPE Indemnity.** Verizon is not the manufacturer of the CPE or the owner of any third party Software provided for use with the CPE, which CPE and Software comprising the System are provided hereunder pursuant to the standard terms and conditions of the respective third party manufacturer of the CPE, licensor and/or owner(s) of the Software. Except for such manufacturers', licensors', or owners' indemnities applicable to the CPE and/or Software that Verizon is authorized to pass through for the benefit of Customer, which such indemnities Verizon hereby agrees to pass through to Customer, the CPE, including Software used therewith, is provided to Customer on an AS IS basis, without any express or implied warranties of any type, and without any obligation to defend or indemnify for any infringement.
26. **No Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN A CONTRACT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
27. **Time Limitation.** No cause of action, howsoever arising, which accrued more than one year prior to the institution of a legal proceeding alleging such cause of action, may be asserted by any Party against another, to the extent permitted by law.
28. **Content Disclaimer.** Verizon exercises no control over and has no responsibility for the accuracy, quality, security or other aspect of any Content accessed, received, transmitted, stored, processed or used through Verizon Facilities or any Service (except to the extent a particular Service explicitly states otherwise). Customer accesses, receives, transmits, stores, processes, or uses any Content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the Content it is accessing, receiving, storing, processing or using, including without limitation Customer Data, individual health and financial Content. Verizon is not responsible if the level of security protection Customer uses for any particular Content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that Content.
29. **Force Majeure.** Any delay in or failure of performance by any Party under the Agreement or any Contract (other than a failure to comply with payment obligations) is not a breach of that Agreement or Contract to the extent that such delay or failure is caused by events beyond the reasonable control of the Party affected, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, riots, insurrection, wars or other military action, civil disorders, acts of terrorism, rebellion, fires, explosions, accidents, floods, vandalism, and sabotage. Such an event is hereinafter referred to as a "Force Majeure Event." Market conditions or fluctuations are not Force Majeure Events. A Party whose performance is affected by such Force Majeure Events will promptly provide relevant details to the other Party to the Agreement or relevant Contract and the obligations of the Party giving such notice will be suspended to the extent caused by the Force Majeure Event so long as the Force Majeure Event continues, and the time for performance of the affected obligation will be extended by the delay caused by the Force Majeure Event. If the affected Party is prevented by the Force Majeure Event from performing its obligations with regard to a Service for 30 days, then either Party to the relevant Contract may in its sole discretion immediately terminate the affected Service by giving notice of termination to the other Party, provided that in the case of termination by Customer, Customer first provides Verizon a reasonable opportunity to replace affected Services with comparable Services. Upon such termination, Verizon is entitled to payment of: (a) all accrued but unpaid charges incurred through the date of such termination; and (b) any termination charges or other costs or expenses incurred by Verizon for the cancellation of the Local Access or related Services or equipment and other third party services in connection with the Service. The Parties shall otherwise bear their own costs and Verizon shall be under no further liability to perform the Services affected by the Force Majeure Event.
30. **Indemnification.**
 - 30.1 **Customer Indemnification.** Customer will defend, indemnify and hold harmless the Verizon Indemnitees, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable legal fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by any of the Verizon Indemnitees arising out of any of the following allegations by a third party: (a) Customer's connection of Services to any third party service or network; (b) violation, misuse

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or misappropriation by Customer, users of the Services, or Customer's customers, of the trademarks, copyrights, trade secrets, or other proprietary rights or intellectual property rights of Verizon, Verizon's Affiliate or of a third party (other than a third party claim that Verizon does not own Verizon service marks or trade marks); and (c) Customer's, use of Services, or Customer's customers' violation of the AUP; or (d) the unauthorized use of or access to Service or Verizon Facilities by any person using Customer's systems or network. Notwithstanding any other provision of the Agreement or a Contract, Customer shall pay all expenses and costs, including costs of investigation, court costs, and reasonable legal fees and expenses (including allocable costs of in-house counsel) incurred by Verizon Indemnitees in enforcing this provision. Verizon holds the benefit of this sub-clause on trust for the other Verizon Indemnitees. Verizon shall be entitled to participate, in a non-interfering manner, in the defense of any such claim, action, or suit, at its own cost.

30.2 **Notice, Cooperation, Control and Consent to Settlement.**

30.2.1 **Excuse from Obligations.** Customer is excused from its obligations relating to any claim, action or suit under the clause entitled "Customer Indemnification" if Verizon fails to: (a) provide prompt written notice of the third party claim, action, or suit to Customer, provided that the failure of Verizon to provide such notice materially prejudices Customer's defense and/or settlement of such claim, action or suit; (b) cooperate with all reasonable requests of Customer in connection with the defense and/or settlement of such claim, action or suit, at Customer's reasonable expense; and/or (c) surrender exclusive control to Customer of the defense and/or settlement of such claim, action, or suit.

30.2.2 **Prior Consent Required.** Customer shall secure the prior written consent of Verizon before settling any claim, action or suit that includes an admission of liability by Customer or imposes material obligations on Verizon other than cessation of infringing activity, confidential treatment of the settlement, and/or payment of money that is fully indemnified by Customer under the clause entitled "Customer Indemnification." Verizon shall not unreasonably withhold or delay consent.

31. **Confidentiality.** Except as required by law or regulation, each Party to these Master Terms and any Contract promises that while any Services are being provided and for three years after, it will use the other Party's Confidential Information only for purposes of such Master Terms or Contract, as applicable, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Such a Party may disclose the other Party's Confidential Information to its employees, agents, CPE and/or Software financing sources, suppliers and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other Party's Confidential Information as these Master Terms. In any case, a Party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. In addition, information, whether or not Confidential Information, may be disclosed by a receiving Party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving Party, to the extent practicable and permitted by applicable law, rule, regulation or lawful process, first notifies the disclosing Party in order to permit the disclosing Party to seek protective arrangements. Confidential Information (excluding CPNI that is also Confidential Information) remains the property of the disclosing Party and, upon written request of the disclosing Party, must be returned or destroyed. If there is a breach or threatened breach of this confidentiality provision, the disclosing Party may be entitled to seek specific performance and/or injunctive or other equitable relief as a non-exclusive remedy. This clause does not prevent a Party from announcing the existence of the Agreement or a Contract internally (e.g., to its employees and Affiliates). In the event the Parties have signed a separate confidentiality agreement which applies to Services, the terms of this clause will take precedence over that agreement to the extent of any inconsistency.

32. **Customer Data.** Customer acknowledges that Verizon, Verizon Affiliates and their respective agents will, by virtue of the provision of the Service, come into possession of Customer Data.

32.1 **Protection Measures.** Verizon will implement appropriate technical and organizational measures to protect "Regulated Customer Data" against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing, which measures may for example relate to data handling practices, backup procedures and server, workstation and transmission security for internal communications.

32.2 **Access.** Customer may access Regulated Customer Data in the possession of Verizon, on written notice, and any agreed errors in such Regulated Customer Data shall be rectified.

32.3 **Use of Customer Data.** Verizon and its Affiliates and agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information) as set forth in the Verizon Privacy Policy and as necessary: (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Service; administration;

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provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and Customer use analysis; and (c) to communicate to Customer regarding the Services.

- 32.4 **Withdrawal of Consent.** Customer may withdraw consent for such use, processing or transfer of Customer Data as set out above, except as it is required to (a) provision, manage, account or bill for the Service; (b) carry out fraud detection; or (c) comply with any statutory or regulatory requirement or the order of a court or other public authority, by sending written notice to Verizon in the prescribed form, available from Verizon on request.
- 32.5 **Customer Consent.** Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this section.
- 32.6 **Customer Consent to Use of U.S. Customer Proprietary Network Information (“CPNI”).** Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law of the U.S. to protect the confidentiality of Customer’s CPNI. In order to better serve Customer and offer additional Services, Verizon, Verizon Wireless and their Affiliates (“Verizon Companies”) may need to use and share Customer’s CPNI and Confidential Information. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the U.S. telecommunications and interconnected voice over Internet Protocol Services Customer purchases from the Verizon Companies, as well as related local and toll billing information, made available to the Verizon Companies solely by virtue of Customer’s relationship with the Verizon Companies. With Customer consent, the Verizon Companies may share Customer’s CPNI and other Confidential Information among the Verizon Companies, agents, contractors and partners, so that all may use this information to offer Customer the full range of products and services offered by them (see www.verizon.com for a description of Verizon Companies and services). By signing these Master Terms or a Contract, Customer consents to the Verizon Companies using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by signing these Master Terms or a Contract and by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizon.com of Customer’s decision to withhold Customer’s consent. This is the method of withdrawing consent for the Verizon Companies’ use and sharing of Customer’s CPNI, as described above. All other notices and elections for consenting or withdrawing consent are superseded by this notice and consent. Customer’s consent or refusal to consent will remain valid until Customer otherwise advises Verizon in writing, and in either case, will not affect Verizon’s provision of Service to Customer.
- 32.7 **Relationship Between CPNI, Customer Data and Confidential Information.** The three clauses entitled “Confidentiality,” “Customer Data” and “Customer Consent to Use of U.S. Customer Proprietary Network Information (“CPNI)” each address somewhat different concerns and types of information. Each establishes specific rules for handling the particular type of information it is designed to protect. Where a Customer grants consent to Verizon to use its CPNI for the limited purpose of marketing Services to Customer as described in the clause entitled “Customer Consent to Use of U.S. Customer Proprietary Network Information (“CPNI”),” that consent will apply to all CPNI, including any CPNI that may also to be considered Confidential Information under the clause entitled “Confidentiality.” Note that such consent does not authorize the use of CPNI for any other purpose.
- 32.8 **Protection of Customer U.S. CPNI and Provision of Customer CPNI to Authorized Customer Representatives.**
- 32.8.1 Verizon will protect the confidentiality of Customer CPNI in accordance with applicable U.S. laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or these Master Terms or a Contract.
- 32.8.2 Provided that Customer is served by at least one dedicated Verizon representative under the Agreement or a Contract (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer (“Authorized Customer Representatives” as defined below) in accordance with the following.
- 32.8.3 Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to Customer’s email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer’s telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to Customer’s postal (U.S. Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon’s online customer portal or other online communication mechanism.

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- 32.8.4 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.
- 32.8.5 Customer's notices of authorization or deauthorization must be sent to Verizon's service or account manager, and must contain the following information:
 - 32.8.5.1 the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
 - 32.8.5.2 that the person is being authorized, or is no longer authorized, (as applicable), to access CPNI
 - 32.8.5.3 the full corporate name of the Customer whose CPNI (and whose Affiliates' CPNI) the person can access (or can no longer access, if applicable)
- 32.8.6 At all times that there is a Contract for U.S. Services in effect, Customer may designate in a form provided by Verizon and returned to Verizon (all containing the same data elements listed below) up to three representatives ("CPNI Authorizers") with the power to name Authorized Customer Representatives who may access CPNI under these Master Terms or a Contract as well as additional CPNI Authorizers. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number. The person who executes the Agreement or Contract will be a CPNI Authorizer and may add or remove CPNI Authorizers for that Customer and for its Participating Entities.

33. Acceptable Use Policy ("AUP").

- 33.1 **Compliance.** Use of Verizon IP Services must comply with the then-current version of the AUP of the countries from which Customer uses such Service (in the event no AUP exists for a country, the U.S. AUP shall apply). The applicable AUP is available at the following URL: <http://www.verizonenterprise.com/terms> or other URL designated by Verizon. Customer shall ensure that each user of the Services complies with the AUP.
- 33.2 **AUP Changes.** Verizon reserves the right to change the AUP from time to time, effective upon posting of the revised AUP at the designated URL or other notice to Customer.

34. IP Addresses. Any IP addresses assigned to Customer by Verizon must be used solely in connection with the Service for which they are assigned. If such Services are terminated, Customer's right to use the IP addresses ceases immediately and the IP addresses immediately revert to Verizon.

35. Notices.

- 35.1 **General.** Any notice required to be given under these Master Terms or a Contract will be in writing, in English, and transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail, that includes return of proof of receipt, or for Verizon only, invoice message, to a Party at the addresses set out in the Agreement or Contract or such other addresses as may be specified in accordance with this clause. Notice from Customer must reference the Contract ID of the Contract. Notice sent in accordance with this clause will be deemed effective when received, except for email notice which will be deemed effective the day after being sent. A Party may from time to time designate another address or addresses by written notice to the other Party in compliance with this clause.
- 35.2 **U.S. Service Related Notices.** Notices related to Services for Customer are to be sent to the addresses specified in the applicable Agreement or Contract and for Verizon as set out below:

U.S. Services Only	
Verizon Business Services 6415-6455 Business Center Drive Highlands Ranch, CO 80130 Attn: Customer Service Email: notice@verizon.com With a subject of "OFFICIAL LEGAL NOTICE"	with a copy to Verizon Business Services 500 Summit Lake Drive Office 4-04 Valhalla, NY 10595 Attn: Vice President, Legal

- 36. **Use of Subcontractors/Affiliates.** Without releasing it from any of its obligations, Verizon may at any time, and without notice, utilize the services of one or more Verizon Affiliates or subcontractors (as well as interconnecting carriers) in connection with the performance of its obligations.
- 37. **Relationship.** Nothing in these Master Terms or a Contract, and no action taken by the Parties under it, creates a

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partnership, agency, association, joint venture or other co-operative entity between the Parties.

38. **Third Party Beneficiaries.** Except as otherwise stated in these Master Terms or a Contract, nothing in them confers any rights or other benefits in favor of any person other than the Parties.
39. **Resale of Services.** Except as otherwise specified in the Agreement or a Contract, Customer may not resell, charge, transfer or otherwise dispose of Services (or any part thereof) to any third party.
40. **Assignment.** Either Party may assign a Contract or any of its rights thereunder to an Affiliate or successor upon written notice to the other Party. A Customer Affiliate or successor must be a U.S. legal entity and meet Verizon's creditworthiness standards for the assignment to become effective. Verizon may assign rights and obligations related to CPE and CPE Services to a third party finance entity. All other assignments without prior written consent are void.
41. **Variation.** Except as otherwise stated, a Contract may be modified only by the written agreement of the Parties to it.
42. **No Waiver.** Failure or delay by any Party to exercise or enforce, or a partial exercise of, any right under these Master Terms or a Contract is not a waiver of that right.
43. **Survival.** Certain provisions of the Agreement and Contracts shall have full force and effect after the expiration or termination of that particular Contract, including but not limited to the clauses entitled: "Disclaimer of Certain Damages/Limitation of Liability," "Indemnification," "Confidentiality," "Customer Data," "Customer Consent to Use of U.S. CPNI," "Relationship between CPNI, Customer Data and Confidential Information," "Protection of Customer U.S. CPNI and Provision of Customer CPNI to Authorized Customer Representatives," this clause "Survival" and any other clauses which by their nature should survive, including those relating to governing law.
44. **Severability.** If any provision of a Contract is held by any entity of competent jurisdiction to be unenforceable, the remainder of the Contract remains enforceable.
45. **Compliance with Laws.** Verizon will comply with all applicable laws and regulations including all mandatory legal and regulatory requirements in the jurisdiction where Services are to be provided. Customer will comply, and ensure that users of the Services comply, with all applicable laws and regulations including without limitation: (a) local license or permit requirements; (b) applicable export/re-export (including U.S. export regulations), sanctions, import and customs laws and regulations; and (c) data protection requirements. Verizon makes no representation as to whether any regulatory approvals required by Customer to use the Services will be granted. Customer warrants that it holds and shall continue to hold such licenses and/or other authorisations as are required under any relevant legislation, regulation or administrative order, to receive the Services and to run and connect the Customer Equipment to Verizon Facilities and Service Equipment. Verizon reserves the right to disconnect any Customer Equipment where Customer has failed to comply with the provisions of this clause and in no event will Verizon be liable in respect of Customer's failure to comply with this clause.
46. **Export Restrictions.** The export, import, and use of certain hardware, Software, and technical data provided by Verizon are regulated by the United States and other governments. Customer agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations. Customer represents and warrants that Customer is not subject to any government order suspending, revoking or denying export or import privileges necessary for the performance of Customer's or Verizon's obligations under any Contract.
47. **Network Monitoring.** Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under and represents that it will have at all relevant times the necessary consents from all end users.
48. **Governing Law and Venue for U.S. Services.** This Agreement will be governed by and construed in accordance with the domestic law of New York, without regard to its choice of law principles, except that where the Communications Act of 1934 (as amended) applies, those Contracts will be governed by and construed in accordance with that Act. For any such dispute, the Parties waive any and all objections to venue in New York, United States District Court for the District of New York and the courts of the State of New York in New York, New York.
49. **Dispute Resolution.** Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to a Contract (including incorporated terms), except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together "Equitable Claims"), are first subject to a 30-day negotiation period between Verizon and Customer in which each shall disclose to the other all such documents, facts, statements and any other information which are reasonably requested and are relevant to the dispute in question. If such negotiations fail to resolve the dispute within 30 calendar days, Disputed Claims must be resolved by binding arbitration of a single arbitrator in accordance with the rules of the American Arbitration Association. The decision of the arbitrator must be based upon the Contract and applicable law. The decision of the arbitrator must be reduced to writing, is final and binding except for fraud, misconduct, or errors of law, and judgment upon



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the decision rendered may be entered in any court having jurisdiction. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms in the Contract and these Master Terms, and has no authority to award relief in excess of what the Contract provides or to order consolidation or class arbitrations. The arbitrator has no authority to award punitive damages in any Disputed Claim. Any such claims arising under a Contract must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the dispute resolution procedure specified here applies and Verizon and Customer waive any rights to pursue any claim arising under the Contract on a class basis. The arbitration will be held in a mutually agreed-to location, and is final and binding.

50. **Counterparts/Facsimile Copies.** A Contract may, where applicable, be executed in counterparts each of which when executed by the requisite Parties shall be deemed to be a complete original agreement. A facsimile copy or scanned copy of the executed Contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.
51. **Entire Agreement.** A Contract (a) expresses the entire understanding of the respective Parties with respect to its subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings or agreements regarding their subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the Parties. Any terms and conditions sent to Verizon by Customer as a purchase order or otherwise, are void and of no effect and, will not supersede any terms and conditions in a Contract.





ACCESS

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6. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Access connects the Customer Site to the edge of the Verizon network from which Customer can connect to other Verizon services.
 - 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized Services Ethernet Access and Network Services Local Access Service. In particular, standard and optional features that apply to both are set out in this General Section 1. Section 2 (Available Versions) describes the characteristics particular to Optimized Service – Access +, and then to the non-Optimized Services – Ethernet Access and Network Services Local Access Service.
- 1.2 **Standard Features**
 - 1.2.1 Access provides a point-to-point circuit to reach associated Verizon network services.
- 1.3 **Optional Features**
 - 1.3.1 **Network Survivability and Diversity (NS&D).** With NS&D, Verizon provides alternative mechanisms for maintaining network access during a disruption to regular service, as described below for the relevant Access versions. Verizon determines the location of particular NS&D features, all of which are subject to availability.



1.3.2 **Proactive Notification (Optimized Services Only).** Where Customer receives Proactive Notification for a network service, it will also apply to the Access connected to that network service. Proactive Notification is described in Customer's applicable network Service Attachment.

1.4 **Customer Responsibilities**

1.4.1 **Installation.** Unless otherwise provided by Verizon under a separate Service Attachment, Customer will provide the following to support installation activities such as site surveys, testing and activation:

- Space and power for Verizon terminating equipment if required to deliver service.
- All facilities and internal cabling to connect Customer's Site to the Demarcation of the Access circuit.
- Notice to Verizon of the existence and location of wiring or any other risk factors on the Customer's Site which may affect Verizon's installation of the Access circuit.

2. **AVAILABLE VERSIONS**

2.1 **Optimized Services – Access+**

2.1.1 **Standard Service Features**

2.1.1.1 **Access Speed.** Verizon provides capacity throughput based on the Access Speed selected by the Customer, which is the maximum possible speed.

2.1.1.2 **Performance Grades.** Verizon provides operational performance (e.g., mean time to repair and availability) and application performance (e.g., data delivery ratio) at the performance grade (e.g., Platinum, Gold, Silver, Bronze) selected by the Customer.

2.1.1.3 **Handoff.** Verizon hands off Access service based on Customer's equipment (e.g., Ethernet, TDM, Wireless), which include the following characteristics:

- For Ethernet, Verizon provides a User Network Interface (UNI) that allows Customer to terminate one or more Ethernet virtual connections ("EVC's") onto a single Ethernet Access UNI).
- For Time Division Multiplexing ("TDM"), Verizon's handoff may include an Access connection over a Dense Wave Division Multiplexing network.
- For Wireless Connection (Outside the US), Verizon provides Access via a wireless connection (used as primary or backup access) into Customer's Verizon-provided services.

2.1.1.4 **UNI Speed.** For an Ethernet handoff from Customer Equipment, Verizon provides the UNI at the speed ordered by Customer.

2.1.1.5 **Demarcation Interface Options.** Verizon provides electrical and optical demarcation interface options.

2.1.2 **Optional Service Features**



2.1.2.1 **Express Connect.** With Express Connect, Verizon provides access to supported Verizon network services through a wireless connection until the wired service is activated except for customers outside the U.S. who requested a wireless connection only. At the time wired service is activated, this wireless connection is converted to wireless backup service. Details on supported Verizon network services is available from Verizon on request.

2.1.2.2 **Wireless Backup.** With Wireless Backup, Verizon provides wireless backup for Customer Internet Dedicated service, or connectivity for a remote location into a Verizon-provided network service.

2.1.2.3 **Network Survivability &Diversity.** The following NS&D options are available:

- **Layer 2 Aggregation Geographic Diversity.** With Layer 2 Aggregation Geographic Diversity, Verizon provides a second Customer circuit connected to a different Verizon Layer 2 aggregation device (determined by Verizon) in a different building from the primary circuit.
- **Customer Premises Diversity (U.S. Only).** With Customer Premises Diversity, Verizon will deliver Access via either a 2 or 4 wire facility, rather than a single wire facility.
- **Carrier Diversity.** Where Verizon provides the primary Access circuit, and Customer orders Carrier Diversity, Verizon will obtain an additional access circuit from an alternate access provider, where available. Carrier Diversity does not provide path diversity nor ensure full geographic diversity.
- **Preferred Carrier Designation.** With the Preferred Carrier Designation feature, Verizon will obtain the access circuit from an access provider selected by Customer from available carriers. The Preferred Carrier Designation feature does not provide path diversity nor ensure full geographic diversity.

2.1.2.4 **Customer-Provided Carrier Facility Assignment (CFA) (U.S. Only).** Upon Customer request, Verizon will deliver Access to the designated meet-me point on the Customer's private Verizon or ILEC dedicated rings, hubs and channelized facilities.

2.1.2.5 **Customer-Provided Access.** With the Customer-Provided Access feature, where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon network service(s).

2.1.2.6 **Customer Provided UNI (U.S. Only).** Where Customer has a qualifying Verizon ILEC UNI (e.g., for an existing Ethernet service), Verizon will deliver Access to that UNI. Details on qualifying UNIs are available on request.

2.1.3 Customer Responsibilities

2.1.3.1 **Customer Provided Carrier Facility Assignment.** Where Access is provided to a Customer-provided Carrier Facility Assignment (CFA), Customer will provide a letter of authorization (LOA) when the terminating facilities are not provided by Verizon as part of Access, including when the



terminating facilities are provided by a Verizon ILEC. Customer will ensure there is adequate capacity on the facility when providing CFA.

2.1.3.2 **Customer-Provided UNI.** Customers providing the UNI between Verizon's Access service and the Customer's equipment will obtain an LOA authorizing Verizon to order an Ethernet virtual connection to the Customer-provided UNI. Customer will ensure there is adequate capacity on the UNI.

2.1.3.3 **Abuse or Fraudulent Use of SIM Cards.** Customer will use SIM cards provisioned by Verizon in connection with Access service only to use that service. Any other use is a material breach of the Agreement.

2.1.3.4 **Quality of Signal.** Customer will check the quality of the signal at the location where the Access with a wireless connection will be installed prior to ordering the service. Wireless network coverage and other factors may affect the availability and performance of the service.

2.2 **Non-Optimized Services (U.S. Only)**

2.2.1 **General**

2.2.1.1 **Versions of Non-Optimized Services.**

- Ethernet Access
- Network Services Local Access Services (TDM Access – US Interstate and International)
 - Analog Access
 - DS0 or E0 Access
 - T1 or E1 Digital Access
 - DS3 or E3 Access
 - SONET or STM Access
 - Enterprise Digital Subscriber Line

2.2.1.2 **Network Configurations.** Ethernet Access and Network Services Local Access are ordered based on Customer's network configuration (see types below). Configuration types reflect the performance characteristics and carrier facilities used to provide service. Verizon network optimization and other updates may result in a change in the network configuration used to provide service to Customer but Customer's performance characteristics will remain the same or better.

Type	Performance Characteristics
1*	On-Net Premium
2 (U.S. Only)	Off-Net Premium
3*	Off-Net Premium
4	Off-Net Premium
5 (Outside U.S. Only)	Off-Net Premium
EA Standard	Off-Net Standard

*Network Services Local Access is only available on Type 1 and Type 3.



2.2.1.3 **Optional Service Feature - Customer-Provided Access.** With the Customer-Provided Access feature available for Network Services Local Access, where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon network service(s).

2.2.2 Ethernet Access

2.2.2.1 **Service Definition.** With Ethernet Access, Verizon provides Access with the speed and flexibility enabled by Ethernet technology.

2.2.2.2 **Standard Service Features.** Ethernet Access allows Customer to terminate single and/or multiple Ethernet Virtual Circuits (EVCs) from Customer equipment onto a single Ethernet Access UNI.

2.2.2.3 Optional Service Features

- **(NS&D) Layer 2 Switch Geographic Diversity.** With Layer 2 Switch Geographic Diversity, Verizon provides a second Customer circuit connected to a different Verizon Layer 2 switch device (determined by Verizon) in a different building from the primary circuit.
- **(NS&D) UNI Device Diversity (U.S. Only).** Where Customer orders UNI Device Diversity at the same time as the primary Type 1 or Type 3 Access circuit, Verizon provides a second Customer circuit via a unique Network Interface Device (NID) at the same customer premises.
- **(NS&D) UNI Card Diversity (U.S. Only).** Where Customer orders UNI Card Diversity at the same time as the primary Ethernet Access circuit, Verizon provides a second circuit via a unique customer-facing card on the Network Interface Device (NID) at the same customer premises.
- **(NS&D) UNI Port Protection.** With UNI Port Protection for Type 1, and Type 3 on FET and GBE interfaces, Verizon provides an additional interface port connection at Customer's designated premises.

2.2.3 Network Services Local Access – Analog Access (U.S. Only)

2.2.3.1 **Service Definition.** With Analog Access, Verizon provides Access with the characteristics enabled by analog technology.

2.2.3.2 **Standard Service Features.** With Analog Access, Verizon provides a 56/64kbps Access circuit that provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz.

2.2.3.3 Optional Service Features

- **Signaling.** With Signaling, Verizon provides the capability for one Customer premises to alert another Customer premises of the same service with which it wishes to communicate.
- **Data Conditioning.** With Data Conditioning, Verizon provides transmission characteristics for Voice Grade Services, such as controlling attenuation distortion and envelope delay distortion.
- **Access Integration Option.** With the Access Integration Option, Verizon enables Customers to utilize their dedicated Access lines to carry traffic for both an inbound and an outbound service over the same circuits.



2.2.4 Network Services Local Access – DS0 and E0 Access.

2.2.4.1 **Service Definition.** With DS0 and E0 Access, Verizon provides a digital Access circuit up to 64 kbps.

2.2.5 Network Services Local Access – T1 or E1 Digital Access

2.2.5.1 **Service Definition.** With T1 or E1 Digital Access, Verizon provides a high capacity digital local Access arrangement, with 24 channels and up to 1.544 Mbps for the T1 and 2.048Mbps for E1.

2.2.5.2 **Optional Features Integrated Services Digital Network (“ISDN”) Service.** With ISDN, Verizon transports voice, data, and video communications services on a single circuit via standard interfaces.

- **Access Integration Option.** With the Access Integration Option Verizon enables Customers to utilize their dedicated Access lines to carry traffic for both an inbound and an outbound service over the same circuits.
- **Primary Rate Interface (“PRI”).** With PRI, Verizon will transport traffic from MCI 800 Service and Vnet, and MCI 800 Service and MCI Vision on a single circuit. An attribute of PRI, Call-by-Call Service Configuration, allows for these services to share dynamically allocated individual circuits within the PRI. The PRI consists of a 64 kbps D channel and 23 B channels of 64 kbps each. The bearer, or B, channels are used to access Verizon services supported over the PRI. The D channels are used to carry signaling and control information for the associated B channels.
- **Call-by-Call Service Configuration.** With Call-by-Call Service Configuration, Verizon will transport traffic across the B channels within a PRI for multiple subscribed services. Call-by-Call Service Configuration can be used in the following combinations: Vnet /MCI 800 Service and MCI Prism 1/MCI 800 Service.

2.2.6 **Network Services Local Access – DS3 or E3 Local Access.** DS3 and E3 Local Access provides a high capacity digital local Access arrangement that consists of an Access circuit) that relies on DS3 or E3 transmission technology.

2.2.7 **Network Services Local Access – SONET or STM Access.** With SONET (Synchronous Optical Networking), Verizon uses a protocol designed to transfer digital data over fiber optic channels to provide a high capacity digital local Access arrangement with OC3/STM-1 and above access.

2.2.8 **Enterprise Digital Subscriber Line (eDSL).** With eDSL, Verizon provides a capability to originate and terminate high-speed digital data over twisted-pair copper wire connections at speeds ranging between 128 kbps and 1.024 Mbps. eDSL is no longer available for new installations.

3. SUPPLEMENTAL TERMS



- 3.1 **Third Party Vendors/Carriers**. When the Access circuit is procured from a third party carrier, and the third party carrier requires certain forms to be signed to process Customer's order (e.g., Warranties of Agency, Letters of Agency, Right of Entry forms, service terms, etc.), Customer will sign such forms promptly in order to procure the Access in a timely manner.
- 3.2 **Access Availability**. The actual availability of Access cannot be determined definitively until the date of installation. If Customer-ordered Access is determined to be unavailable, Verizon will notify Customer promptly, cancel the unavailable order, and upon Customer request, requote the Access based on the latest availability information. There will be instances where a circuit is quoted, using the information available at the time of a quote, but at the time the order is placed or upon installation, the Access is deemed not available and other Access, sometimes with higher charges may be required and in such instances the circuit is requoted to Customer.
- 3.3 **Country-Specific Service Limitations**
- 3.3.1 **Permitted Use**. For Access provided outside Hawaii and the U.S. Mainland or within Alaska, Customer will use Access circuits only in conjunction with a Verizon-provided network service. If Customer violates this use requirement, Verizon may terminate the Access circuit or take other appropriate action to meet its legal and regulatory obligations.
- 3.3.2 **United States – Interstate Service Only**. Access in the US Mainland is offered only on a jurisdictionally interstate basis. With respect to its use of Access, Customer agrees that more than 10 percent) of Customer's per-circuit traffic crosses state line boundaries (which is commonly referred to as 10 PIU – Percent Interstate Usage).
4. **SERVICE LEVEL AGREEMENT (SLA)**. There is no separate Service Level Agreement for Access. Access is included in the SLA for the network service to which it is connected (e.g. Private IP, Internet Dedicated, etc.).
5. **FINANCIAL TERMS**
- 5.1 **Optimized Service**. Customer will pay the charges for Optimized Access + specified in the Agreement, including those below. Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service. In the U.S., the charges for Optimized Access + are at the following URL:
http://www.verizonenterprise.com/external/service_guide/reg/cp_access_plus_access_pricing_toc.htm



5.1.1 Administrative Charges.

Administrative Charge	Charge Instance	NRC
Administrative Change	Per Change	\$60
Cancellation of Order	Per Circuit	\$800
Expedite in the United States	Per Circuit	\$1,400
Expedite in Canada and France	Per Circuit	\$6,000
Expedite in other countries	Per Circuit	\$3,000
After Hours Installation	Per Circuit	\$600
Pending Order Change	Per Circuit	\$200
Physical Change	Per Circuit	\$200
Service Date Change	Per Circuit	\$100
Bandwidth Reconfiguration	Per Circuit	\$200

5.1.2 **Off Net Special Build.** Where Verizon uses third-party network(s) to provide Access, and a third party needs to extend its network to reach the Customer Site, Verizon will arrange for the third party to perform such work. Customer will pay the cost of that third-party work, which will be added to Customer's Service Order and which will extend the installation period.

5.1.3 **Special Construction.** If, after an order is placed, Verizon finds that third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access service, Verizon will notify the Customer of any such special construction charges. If Customer does not accept the special construction charges, Customer may terminate the order(s) affected by the special construction charges, with no cancellation fee(s).

5.1.4 **Wireless Connections.** Monthly data plan charges for wireless connections are billed in advance. Overage usage (usage in excess of the monthly data plan amount) will be rounded to the next full GB of traffic and will be billed in arrears. Data usage not used in a particular monthly billing period may not be carried forward to another month the data plan selected by Customer. With regard to Wireless UNI, Customer charges are based on data usage sent through the wireless connection (including resent data), not data usage received by Customer Equipment.

5.1.5 **Wireless Connection - Outside the US.** With respect to Customer-requested upgrades to its data plan for Access with Wireless UNI, the MRC will be prorated according to the date the new data plan is available to Customer. Overage usage will be based on the data plan in effect on the last day of the billing period when traffic usage is calculated. The billing period with respect to overage usage may differ according to the country where Access with Wireless UNI is provisioned.

5.1.6 **Express Connect – US Only.** Customer will pay Verizon's standard MRC for Wireless UNI plus an NRC that covers all of Customer's usage while Wireless UNI is being used as Express Connect.



- 5.1.7 **Express Connect - Outside the US.** Customer will pay Verizon's standard MRC for the data plan selected for the Wireless Connection and the Overage usage charges, as applicable.
- 5.1.8 **Carrier Facilities Assignment (CFA).** The MRC and NRC for Carrier Facilities Assignment are inclusive of Verizon charges and include port/rider/appearance charges only when the facility provider charges Verizon back for these charges. Where the facility provider charges Customer directly for port/rider/appearance charges, Customer is responsible for paying for such charges directly to the provider, and Verizon's invoices to Customer will not include such charges. Customer must provide the following information: Meet Me location and ring/hub/parent provider name. If a Verizon (non-Verizon ILEC) Ring, Customer must also provide the Verizon ring/hub status, and Verizon ring/hub type. If Customer provides incorrect information, the CFA may need to be re-quoted.
- 5.1.9 **Charges for Customer-Provided Access.** Where Customer provides its own local access service, an Access MRC and NRC (cross-connect charge) will still apply to cover Verizon's provision of a physical connection from that access service to the Service Equipment used to provide the associated Verizon network service. If incorrect information is provided by Customer, the cross-connect will need to be re-quoted.
- 5.1.10 When Local Access with Wireless Connection provided in the U.S. is used with Verizon's Internet Dedicated Service, such connection is subject to the following Wireless Regulatory Surcharge: \$0.02 per connection per month.
- 5.1.11 **Access Speed Changes.** Speed changes on an existing Access circuit are only supported by Verizon in specific limited circumstances. Otherwise, where alternative Access speeds are available from Verizon, Customer must present a new order to Verizon to obtain such alternative speeds and simultaneously terminate its existing Access service, for which it will pay early termination charges if applicable. Customer will be responsible for any third party charges incurred by Verizon in order to implement any requested Access speed changes or any termination. The applicable NRC and MRC associated with the new Access circuit speed will be effective from the day the changed Access bandwidth is available to Customer.
- 5.1.12 **Access Moves.** Customer-requested moves of Access to a new location will be quoted on an individual case basis and, as with speed changes, may require the termination of Customer's existing Access circuit and installation of a new one. For Customer-requested moves of Access to a new location, Customer will pay early termination charges as applicable and any third party charges incurred by Verizon in order to implement the move. The newly-contracted Access will include the applicable NRC and MRC associated with the new Access circuit.
- 5.1.13 **NS&D Features.** Customer must order and pay for the two access circuits from Verizon to configure Layer 2 Aggregation Geographic Diversity and Carrier Diversity, plus an additional charge for the Diversity Feature itself, as applicable. With Preferred Carrier Designation Diversity, Customer must order and pay for the access circuit, plus an additional charge for the Diversity Feature itself, as applicable.



- 5.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Access Service as specified in the Agreement. The online pricing for Access provided by a U.S. entity is at http://www.verizonenterprise.com/external/service_guide/req/cp_access_network_services_local_access.htm.
- 5.2.1 **Commitment Period.** Customer will pay the applicable circuit MRC for any Network Services Local Access Service circuit of DS3 or larger or for any Ethernet Access for a minimum of 12 months, which Customer will pay even if the circuit is cancelled sooner (unless cancelled by Customer for Cause, as defined in Customer's Agreement).
- 5.2.2 **Special Construction.** If, after an order is placed, Verizon finds that third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access service, Verizon will notify the Customer of any such special construction charges. If Customer does not accept the special construction charges, Customer may terminate the order(s) affected by the special construction charges, with no cancellation fee(s).
6. **DEFINITIONS.** The following definitions apply to Access, in addition to those identified in the Master Terms.

Demarcation	The point where the access circuit is delivered. For jointly used office buildings, it is often a common entrance point for telecommunication providers, which may not be the Customer's physical location.
Meet Me Location	If the customer has a dedicated ring, the Meet Me Location is the node on the ring where customer will provide Carrier Facility Assignment (CFA). For customer provided access, the Meet Me Location is the edge of the Verizon network where the customer is bringing their access (usually a Patch Panel on which the Customer's vendor resides).
Time Division Multiplexing (TDM)	A technique for transmitting two or more signals over the same telephone line, radio channel, or other medium. Each signal is sent as a series of pulses or packets, which are interleaved with those of the other signal or signals and transmitted as a continuous stream.





CUSTOMER PREMISES EQUIPMENT AND RELATED SERVICES +

Part I: Rates and Charges

Part II: Service Description and Requirements.

Part III: Terms and Conditions.

Part IV: Definitions.

Part I: Rates and Charges.

1. Customer will pay all charges for the System and CPE Services as set forth in the Contract or Agreement, as applicable.
 - 1.1 **Service Provider.** The products and services under these Service Terms and any related Statements of Work ("SOW") are provided by the entities indicated in the applicable Contract (referred to herein, individually and collectively, as "Verizon") except as otherwise explicitly noted.
 - 1.2 **Landed Costs.** Customer will pay charges including but not limited to any and all import duties, freight, shipping, and delivery charges or charges arising in connection with the delivery of the System, as well as tax charges, if applicable (collectively "Landed Costs"). The invoice for Landed Costs may be delivered as a separate invoice.
 - 1.3 **Quoted Charges.** Customer will pay the charges stated on Verizon's documentation of a Service Order for a System or CPE Services provided that the charges are current. For purposes of this provision, "current" means (a) for CPE Services and for a System quoted in the same currency that the ordered System or CPE Services has been purchased in (the "Vendor Currency"), that the charges were first quoted within 45 days of the Service Order's acceptance; (b) for a currency that is not the Vendor Currency that the charges were first quoted within 14 days of the Service Order's acceptance; for charges first quoted between 15 and 45 days of order submission, charges may be adjusted to reflect currency changes up to the time of Service Order acceptance. Verizon will not change a Customer's quote based on any non-currency-related change (e.g., the underlying vendor's price) for 45 days in any case.
 - 1.4 **Re-initiation Fees.** Customers ordering Maintenance Service for Systems not currently under Maintenance Service may be subject to re-initiation fees.
2. **Service Orders with Verizon Communications Technology (Beijing) Pte Ltd.**
 - 2.1 **FAPIAO.** Verizon shall use all commercially reasonable efforts to issue a tax invoice ("fapiao") together with its commercial invoices issued hereunder. However, Charges shall be payable upon issuance of the commercial invoice regardless as to whether Verizon is able to issue a fapiao. Verizon shall be deemed to have discharged all its obligations, and shall no longer be liable to Customer, with regards to the fapiao once Verizon has sent the fapiao to Customer. Customer shall be deemed to have received the fapiao and the commercial invoice on the delivery date thereof.
 - 2.2 **Consolidated Invoicing.** Unless otherwise agreed by Verizon, all charges pursuant to a Service Order and any other service orders that may be contracted from time to time by Customer and Verizon and which are subject to local Renminbi billing will be consolidated into a single monthly invoice against the Customer billing account nominated by Verizon and advised to Customer.
 - 2.3 **Credits.** In case Customer is entitled to a credit under the contract, such credit will be applied against the next monthly charges and reflected in that next month's commercial invoice and, if fapiaos have previously been issued, in the next month's fapiao.
 - 2.4 **Errors and Omissions.** At the request of Verizon, Customer shall cooperate with Verizon to address any errors or omissions which in the reasonable opinion of Verizon affect a previously issued invoice and/or fapiao and Customer shall return within 5 Business Days from a written request made by Verizon any such original invoice or fapiao.

Part II: Service Description and Requirements.

1. **CPE and CPE Services.** Customer may place a Service Order for the purchase of CPE and Software (individually and collectively the "System") pursuant to the terms hereof. Where available, Customer may also order CPE Services. CPE Services may be detailed in a SOW or a specific CPE Service schedule ("Schedule"). Terms for CPE Services may be further supplemented by service descriptions, end user license agreements and terms set forth by the respective equipment manufacturer, third party supplier, finance entity, or other third party providing services to Customer (collectively and individually referred to as "Third Party Services Agreement") generally available on their respective websites or set forth herein. Any such SOW, Schedule and applicable Third Party Services Agreement shall become incorporated as part of the Contract.

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2. **Customer Responsibilities.** As applicable for System or CPE Services orders and as offered by each region, Customer will:
 - 2.1 Notify Verizon of any site-specific requirements that might impact Verizon's ability to access such site, e.g. safety or security training ("Training"). Verizon will comply with such Training requirements, however, Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate. Customer will provide necessary badges, escorts, etc. required for site access per Customer's security and safety policies.
 - 2.2 Provide suitable building facilities for the System including but not limited to equipment rack space, ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with applicable electrical codes, regulations, and laws, including but not limited to electrical, building, safety, and health and as required by Verizon and manufacturer specifications, as applicable.
 - 2.3 Provide a suitable environment in which the System can operate, including, but not limited to, necessary power conditioning, heating, cooling, humidity and dust control, and accessibility for the System as required by Verizon and manufacturer specifications.
 - 2.4 Remove existing equipment or cables that interfere with the provision of CPE Services.
 - 2.5 Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the CPE Services. If during the provision of CPE Services, Verizon encounters any concealed or unknown condition not expressly set forth in an SOW, and such condition affects the charges or schedule for performance of CPE Services, the charges and/or the schedule will be equitably adjusted using the Change Order procedure.
 - 2.6 Customer will provide System interconnection requirements, non-Verizon transport, out of band connectivity, and carrier circuit facilities, as required, including obtaining telephone service for testing where necessary or authorize Verizon, at Customer's expense, to make service requests upon third parties for such System requirements, pursuant to a letter of authorization or similar document.
 - 2.7 Upon Verizon's request, where Customer has purchased maintenance from third parties, Customer will authorize Verizon to engage such third party on behalf of Customer pursuant to a letter of authorization or similar document.
 - 2.8 Designate waste deposit points on each floor on which the System is to be installed where Verizon will place waste for removal by Customer.
 - 2.9 Cooperate with Verizon's requests for assistance.
 - 2.10 Be responsible for providing adequate back-up of data and software and for restoring data and software to any system that is or may be impacted by a CPE Service, including but not limited to drivers applications, and operating systems as required prior to Verizon provision of the CPE Service.
 - 2.11 Be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.
 - 2.12 Be responsible for the accuracy and completeness of all information it provides. If information is incomplete or incorrect, or if information is discovered during the course of the performance of CPE Services that could not be reasonably anticipated by Verizon, any additional work required will be treated as a change to the scope of the System or CPE Services and will require a Change Order.
 - 2.13 Designate a single point of contact ("SPOC") who will be responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon's personnel on a timely basis with all information, data, access and support reasonably required for its performance under these Service Terms or the applicable SOW, including, but not limited to, making available appropriate personnel to work with Verizon as Verizon may reasonably request.
 - 2.14 Provide, at no charge to Verizon, office space and equipment, including but not limited to copy machines, fax machines and modems, high speed Internet access and adequate secure area for storage of related equipment.
 - 2.15 Comply with all obligations set forth in any applicable Third Party Services Agreements.
 - 2.16 Immediately notify Verizon of any anticipated delay including a delay in building availability or inability to meet any of the above listed requirements. Where Verizon is unable to provide CPE Services due to a Customer related delay Verizon shall be entitled to invoice additional charges at its then current time and material rates and/or rescheduling fees, as applicable, (each available on request) for any time and resources expended by Verizon.
3. **CPE Deployment Services.** Where available, Verizon can provide CPE Deployment Services as described in this section below. Verizon will provide CPE Deployment Services in accordance with any applicable Service Order, these Service Terms, and any applicable SOWs. Verizon will furnish all supervision, labor, equipment,

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materials and supplies required to complete CPE Deployment Services.

- 3.1 **Basic Staging.** Verizon will stage and then ship a System to Customer designated locations as shown in the applicable Service Order. Verizon will work remotely with the SPOC to coordinate staging and delivery of the System and activation of Verizon maintenance, if applicable. Staging occurs within the location designated by Verizon in cooperation with Customer. Verizon will, as applicable, unpack and verify CPE with package documentation, record serial numbers, load operating system and incremental operating system changes, apply Customer-provided asset tags, power-up test, repackage, and ship.
- 3.2 **Enhanced Staging.** For Enhanced Staging, Verizon will configure the System with Customer provided configurations in addition to the activities of Basic Staging.
- 3.3 **Installation.** After completion of the Basic or Enhanced Staging services, as applicable, Verizon will deliver the System to the Customer designated locations as shown in the applicable Service Order and install the System on Customer-provided racks or other facilities. Verizon will verify System power-up and operation of network interfaces. No demarc extension is provided with Installation. Remote activation of the System and transport connectivity will be provided with Verizon transport services only or in certain locations where Verizon has specifically pre-approved remote activation. Local area network configuration or activation is not included with Installation.
- 3.4 **Equipment Implementation.** In addition to the activities shown in the "Installation" section above, for Equipment Implementation Verizon will install Service Equipment required for the relevant Verizon Managed Network Services including out of band access devices, routers, switches, wireless access points, etc. Verizon will also perform on-site tests to ensure equipment, circuit configurations, management applications are properly working and interface with Verizon Managed Network Services to ensure management applications are properly applied, operational, and ready for remote Verizon Managed Network Services remote support.
- 3.5 **Custom.** Custom Services are provided pursuant to an SOW for System implementations beyond or different than provided by Staging, Installation, or Equipment Implementation.
- 3.6 **MAC (Move, Add, Change).** Verizon will verify equipment power-up, operation of network interfaces at Customer's designated locations as shown in the applicable Contract. No demarc extension is provided with MAC. Remote activation of the equipment and transport connectivity will be provided with Verizon transport services only or in certain locations where Verizon has specifically pre-approved remote activation. Local area network configuration or activation is not included with MAC. MACs are:
 - 3.6.1 **Move.** For moves, Verizon will de-install the Customer designated equipment from the current designated Customer location and then install the same equipment in the new designated Customer location within the same building as shown in the applicable Contract. Customer must provide packaging to protect the equipment to be moved.
 - 3.6.2 **Add.** Adds are available via Installation service described above.
 - 3.6.3 **Change.** For changes, Verizon will deliver the System components and/or software required to implement the requested change to the Customer designated location as shown in the applicable Contract.
- 3.7 **De-installation.** For De-Installation, Verizon will de-install equipment at Customer's designated locations as shown in the applicable Contract. Verizon will power down and pack equipment in Customer provided packaging. At Customer's request and expense Verizon will move the equipment to a new location within the same building but will not unpack or re-install the equipment. Premises cables will be left in place and not removed or changed. Equipment or packaging disposal is not included as part of De-installation.
- 3.8 **CPE Deployment Service Provisions.**
 - 3.8.1 CPE Deployment Services are available within the 48 contiguous United States. CPE Deployment Services in Alaska, Hawaii, and other countries are available with Verizon pre-approval.
 - 3.8.2 CPE Deployment Services are performed between the hours of 8:00 a.m. and 5:00 p.m. local time, during a business day, excluding Verizon observed and local holidays ("Business Hours"). Work extending beyond Business Hours and work on the first day of a weekend (according to local custom) is considered "Overtime" work. All other periods of work is "Weekend and Holiday Hours" work. If Customer requests that CPE Deployment Services be performed during Overtime or Weekend and Holiday Hours, Customer will pay Verizon its then current time and material labor rate. Unless Customer otherwise requests in writing Verizon will, at Customer's expense, apply for permits necessary for CPE Deployment Services. Verizon will provide Customer written notice indicating the date CPE Deployment Services are complete (the "In-Service Date"). Should Customer request delay of CPE Deployment Services, or should CPE Deployment Services be delayed as a result of Customer's action or inaction, Verizon may store the System, or any portion thereof, at Customer's risk and expense. Wait time in excess of 30 minutes at Customer's site may result in an additional charge at Verizon's current time and material rate.

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- 3.8.3 Verizon will attempt to meet Customer's requested In-Service Dates, however, Verizon cannot guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.
- 3.8.4 Verizon will use reasonable efforts to avoid interruption of Customer's network service during Business Hours. If it is necessary to interrupt network service during Business Hours, Verizon will notify the SPOC at least 48 hours in advance.
- 3.8.5 Customer will have 5 Business Days after the In-Service Date to test the System (the "Test Period"). Customer may indicate its approval of the System by its signature on the Verizon-provided acceptance document or other mutually agreed upon means ("Customer Acceptance"), which Customer Acceptance will not be unreasonably withheld. Customer will document any issues with the System in writing to Verizon and provide those issues to Verizon within the Test Period. Upon receipt of the issues list, Verizon will have 10 Business Days to respond and remediate any issues, as required. Customer's use of the System for any other purpose than testing will be deemed to constitute Customer Acceptance. Additionally, Customer Acceptance for a System will be deemed to have occurred if the Test Period passes without notification of issue or acceptance by Customer. The Service Activation Date for a System occurs upon Customer Acceptance.
- 3.9 **Customer Responsibilities.** As applicable, Customer is responsible to:
 - 3.9.1 Provide configuration(s), and asset tags as required;
 - 3.9.2 Provide licensed copies of operating system and applications software, as applicable;
 - 3.9.3 Install or re-install software not provided by Verizon. Customer has all responsibility for such software (e.g., charges and license fees, version level maintenance and upgrade, resolution of problems, etc.) unless otherwise provided in an SOW;
 - 3.9.4 Control all activities associated with the existing Customer Equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon provided technicians.
 - 3.9.5 Properly dispose of or in the European Union return to Verizon for disposal as per Verizon's instructions, of all decommissioned equipment in accordance with applicable law.
 - 3.9.6 Comply with Verizon's reasonable instructions for the modification of Customer's equipment, at Customer's own expense, to enable Installation of the System. If such modification has occurred, Verizon has no obligation to restore that Customer Site.
- 4. **Customer Furnished Equipment.** Equipment furnished by Customer ("CFE") is Customer-provided and Verizon-approved equipment outlined in a detailed bill of materials ("BOM") provided by Customer and approved by Verizon from time to time.
 - 4.1 **CFE Installation.** For CFE Installation services, a Verizon technician installs Customer provided equipment on Customer-provided racks, backboards, or other facilities. Verizon will verify equipment power-up, operation of network interfaces. No demarc extension is provided with CFE Installation. Remote activation of the equipment and transport connectivity will be provided with Verizon transport services only or in certain locations where Verizon has specifically pre-approved remote activation. Local area network configuration or activation is not included with CFE Installation. CFE Installation is performed at Customer designated locations as shown in the applicable Contract.
 - 4.2 **Customer Responsibilities.** Customer will:
 - 4.2.1 Complete the BOM with the detailed information required by Verizon including manufacturer's part number, description, and quantity.
 - 4.2.2 Obtain CFE from the equipment providers.
 - 4.2.3 Notify Verizon in writing (including email), and ship CFE to the Verizon-designated facility with the Verizon-provided inbound delivery number and according to the shipping instructions and Customer-provided BOM.
 - 4.2.4 Work with CFE equipment and maintenance providers, as required, to cause the repair or replacement of any missing, defective or damaged CFE, including CFE "dead on arrival" at the Verizon facility.
 - 4.2.5 Provide for CFE support and maintenance each site, unless the applicable Service Order provides for support and maintenance.
 - 4.3 **Verizon Responsibilities.** Verizon will:
 - 4.3.1 Review Customer's BOM for completeness and provide the necessary shipping address, shipping instructions, and inbound delivery number.
 - 4.3.2 Acknowledge Customer's CFE shipments when received.
 - 4.3.3 Notify Customer in the event no CFE inventory exists to support a new order.
 - 4.3.4 Provide Basic Staging, Enhanced Staging, or Installation for CFE, as applicable.
 - 4.3.5 Credit Customer for the repair or replacement cost, or provide repaired or replaced CFE, for any loss or damage of CFE that occurs when Verizon has risk of loss.

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5. **CPE Solutions Financing Program Options.** Where available, Customer may obtain use of a System and/or CPE Service from Verizon or a third party finance company (the "Monthly Recurring Plan," or "MRP") or directly through a third party of Customer's choice ("Third Party Leasing/Financing"), each as provided below.
- 5.1 **Monthly Recurring Plan.** The following terms and conditions apply to Contracts by a Customer for the right to i) use a System with a monthly recurring payment and, when applicable, ii) receive the provision of CPE Services. A quote will be provided to Customer indicating the terms and conditions related to a specific transaction prior to the issuance of any Service Order for a System or CPE Services for MRP. When Customer accepts the quote, a Service Order will be issued for Customer's review and acceptance. The quote and Service Order will both show the System or CPE Service elements, location of such System or CPE Services, associated monthly recurring charges, whether a TPFC, as defined below, has been engaged for each System or CPE Service element, and the Financing Commitment (as defined below). Notwithstanding any no-sign SOF acknowledgement ordering or similar process, Customer will indicate its acceptance of the Service Order by its physical signature on such Service Order. Customer will upon request provide formal evidence of the signatory's power to sign the Service Order on behalf of Customer (as appropriate for the relevant jurisdiction, for example, a certificate of incumbency, trade register extract or power of attorney).
- 5.1.1 **MRP General Terms.**
- 5.1.1.1 With MRP, Customer will have the right to use Systems and be provided with CPE Services, (when applicable), as indicated on the quote and Service Order as Monthly Recurring Plan. The Service Order will also indicate whether title to the System will be held by Verizon or by a third party financing company, including a Verizon Affiliate ("TPFC") by stating "TPFC Engaged" for each System or CPE Service element where Verizon is acting as an agent for the TPFC for the purpose of billing and collecting payments from Customer under MRP and title to the System is being held by the TPFC.
- 5.1.1.2 Customer may only use a System on a Customer Site or co-located in Verizon's facilities. The System must be dedicated to use for Customer's benefit and only for Verizon services in accordance with Verizon's reasonable instructions from time to time. All moves, modifications, or relocations of a System must be performed by Verizon for an additional cost provided by a Service Order. After a move, modification or relocation, the MRC for the System may change as a result of tax or other considerations from such move, modification or relocation and such change will be shown on the Service Order. Systems may not be moved across international borders. MRP requires Customer to purchase Verizon Maintenance Service or Verizon Warranty Service, Enhanced Staging and Installation, where available and as applicable.
- 5.1.1.3 Pursuant to the "Verizon Assignment Under MRP" section below, Verizon reserves the right in its sole discretion to assign certain of its rights, remedies, obligations, and/or pledge or otherwise grant a security interest in certain of its receivables, with respect to a System to the TPFC including the right to exercise remedies contained therein directly against Customer. Notwithstanding such assignment, Verizon will continue to interact directly with Customer on behalf of the assignee TPFC as an agent for the TPFC for the purpose of billing and collecting payments from Customer under MRP, subject to the provisions of the "Events of Default" section below becoming operative. Customer will receive written notice at such time when, or if, the assignee TPFC will exercise such assigned rights directly with Customer. A credit check of Customer may be conducted at any time and, at such time, Customer will provide any financial, System and CPE Service-related information reasonably requested by Verizon.
- 5.2 **Direct Third Party Leasing/Financing Option.** Where available, Customer may obtain a System and/or CPE Service from Verizon through a direct financing arrangement with a third party financing company approved by Verizon pursuant to the terms of a Schedule and/or other relevant terms provided by such third party. Notwithstanding any terms provided by such third party, Customer will remain responsible for performance of all of its obligations under these terms. In the event the third party financing company fails to pay for the System and/or CPE Services in accordance with the terms of the financing agreement, purchase order or any other terms between such third party financing company and Customer related to a Service Order, Customer shall pay Verizon directly.
6. **Maintenance Service.** Verizon will provide Maintenance Services where available in accordance with these Service Terms.
- 6.1 **Maintenance Service Provisions.**
- 6.1.1 If, i) Verizon did not install the equipment or software intended to be covered by maintenance, ii) the equipment or software is out of warranty or out of third party maintenance coverage, or iii) Verizon has not provided Maintenance Service on the equipment or software for more than 60 days, then the

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equipment or software must be accepted by Verizon prior to being eligible for Maintenance Service. Customer warrants that such equipment or software is in good working order and meets all applicable manufacturer specifications. Verizon may recommend corrections or improvements to operating environments or configuration to be performed at Customer's cost and expense. Failure to comply with Verizon's recommended corrections or improvements may cause Verizon to reject the specific part or equipment or software and remove it from the Maintenance Service. If the equipment or software is found not to be in good working order and/or not in compliance with all applicable manufacturer specifications, Verizon will be under no obligation to provide Maintenance Service; provided however, Customer may, upon written notice, request Verizon to upgrade and/or repair such equipment or software at Verizon's then current time and material rate.

- 6.1.2 In the event the manufacturer of the System covered by maintenance, discontinues a piece of the System, and/or the associated support of such System, Verizon will only be obligated to provide the Maintenance Services on the affected System for the period of time that the manufacturer continues to support such System. At the end of such period Verizon will cease to support such System in accordance with the service description, but will use commercially reasonable efforts to provide Maintenance Service on the affected System until Customer upgrades or replaces such System. In such case, Verizon reserves the right to impose additional charges on Customer for Maintenance Service (e.g., for manufacturer imposed charges or additional level of effort).
 - 6.1.3 Maintenance Services that include repair or replacement of System components will be provided with new or like new parts, as applicable, to restore the System to the level of working condition existing prior to the fault or problem; provided, however that, unless Customer provides the most current configuration, the software will be configured to the level that was last implemented by Verizon.
 - 6.1.4 If Verizon determines that the trouble identified is a Customer network condition instead of a problem with the System covered under Maintenance Service, and if Verizon has preapproved written authorization Verizon will coordinate the resolution of the trouble and charge its then prevailing time and material labor rate to coordinate the resolution.
 - 6.1.5 Maintenance Service is available for Systems located within a specified service area related to a Verizon facility or an authorized Verizon service provider's facility. Verizon reserves the right to charge Customer its then prevailing labor rate for travel to Customer locations that are outside of the specified service area.
- 6.2 Customer Responsibilities.**
- 6.2.1 Customer will allow Verizon (using reasonable efforts to do so without undue delay or undue impact to Customer's network) to suspend normal operations of the System to inspect, test and/or repair it.
 - 6.2.2 Remote connectivity for diagnostic purposes is a prerequisite for all applicable Systems covered by a Maintenance Service. Customer must provide connectivity, as specified and approved by Verizon, to the maintained System or Maintenance Service response times will be void. Customer further agrees that if Customer does not provide remote connectivity into the applicable System the following applies:
 - 6.2.2.1 If Verizon is required to dispatch an engineer to Customer's site to troubleshoot an outage, Customer may incur a time and material charge at Verizon's then current rate.
 - 6.2.3 Customer will notify Verizon immediately in writing in the event that any substantial or material modifications are made to Customer's network, and shall provide Verizon with such information as it may reasonably request, in order for Verizon to perform the Maintenance Service. In the event such modifications to Customer's network or any of its component parts causes Verizon to incur any increased burden in its performance of the Maintenance Service, Customer acknowledges and agrees that Verizon may increase the fees upon prior written notice to Customer.
 - 6.2.4 In the event Verizon or the manufacturer ships a replacement part to Customer, Customer is responsible for returning the defective part, in accordance with the instructions contained in the replacement part packaging, to Verizon within 15 Business Days of receipt of the replacement part. If Verizon does not receive the defective part within 15 Business Days, Customer may be billed for the list price of the replacement part.
 - 6.2.5 Customer must maintain back-up copies of the original software, current platform configurations, and operating system. Such back-up copies must be available to Verizon when requested to aid in troubleshooting and/or problem resolution. For Systems which are not managed by Verizon, Verizon's only responsibility is to re-load the configuration file as provided by the Customer and Customer is responsible for trouble-shooting and resolving problems with the System configuration files.
 - 6.2.6 Customer may only move, modify, relocate or in any way interfere with the System that is under maintenance (or any words or labels on the System) with Verizon's prior written approval. Customer will not cause the System to be repaired or serviced except by an authorized representative of Verizon or its subcontractors.

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- 6.3 **Exclusions.** Maintenance Service does not include:
- 6.3.1 Additions, changes, relocations, removals, operating supplies or accessories.
 - 6.3.2 Services necessitated by accident, casualty, neglect, misuse, intentional acts or any cause other than normal use of the System.
 - 6.3.3 Repairs or replacements necessitated by lightning, radio frequency interference, power disturbances, fire, flood, earthquake, excessive moisture, Harmful Code or any event occurring external to the System that directly or indirectly causes a malfunction in the System, a private network to which the System is connected, or in telephone lines, cable or other equipment connecting the System to the public telephone network or to other Customer equipment. Harmful Code means any virus or machine-readable instructions and data designed to intentionally disrupt the operation of the System or intentionally destroy or damage System or data contained therein.
 - 6.3.4 Services necessitated by use of the System with any other device or system not supplied or approved as to such combined use by Verizon, or use of any part of the System in a manner not specified by Verizon.
 - 6.3.5 Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable environment for the System or any other failure of Customer to perform its responsibilities.
 - 6.3.6 Loss or recovery of Customer Data.
 - 6.3.7 Upgrades, enhancements or new releases of software or firmware, and configurations, except as specifically indicated in the Contract, these Service Terms and any service description.
 - 6.3.8 Operator, system administrator and end user training except as specifically identified.
 - 6.3.9 Repair or replacement of Customer-owned outside plant cable unless specifically set forth in the Contract or the applicable SOW.
 - 6.3.10 Services resulting from Customer installation, configuration or other Customer changes to device software.
 - 6.3.11 Application development, scripting, software backups, software customization, application evaluation or troubleshooting, and engineering services.
 - 6.3.12 Damage to the System which is caused by (a) the act or omission of Customer or Customer's breach of the terms of the these Service Terms; or (b) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to Customer's equipment. Verizon is not liable for any costs incurred arising out of any malfunction or failure of any such equipment or facility.
- 6.4 **Maintenance Service Provisions.**
- 6.4.1 **Term and Termination.**
 - 6.4.1.1 Maintenance Services will become effective 30 days after Verizon accepts Customer's Maintenance only Service Order as applicable and shall remain in effect for the period set forth in the Service Order as applicable ("Maintenance Service Period"). After the Maintenance Service Period, and if Customer has not renewed for a new Maintenance Service Period, Verizon or Customer may terminate the Maintenance Service upon not less than 60 days prior written notice and the Maintenance Service will be provided at Verizon's then current undiscounted rate, unless terminated in accordance with this Attachment.
 - 6.4.1.2 Customer may terminate the Maintenance Service during the Maintenance Service Period (in whole or in part) only for default as defined in this Attachment. If Customer has pre-paid the Maintenance Service and terminates the Maintenance Service (in whole or in part) prior to the end of the applicable term due to Verizon default, Customer will be reimbursed for the unused portion of the terminated Maintenance Service, less any discount received unless a relevant Third Party Services Agreement or Maintenance Service provided via a third party through Verizon does not allow for such reimbursement.
 - 6.4.2 **General Maintenance Service Terms.**
 - 6.4.2.1 The determination to order maintenance replacement parts is made by Verizon.
 - 6.4.3 **Verizon Maintenance.** "Verizon Maintenance" means Verizon will do the following:
 - 6.4.3.1 Use commercially reasonable efforts to isolate any problems with the System following receipt of Customer's notification that the System is inoperative.
 - 6.4.3.2 Investigate trouble reports initiated by Customer and repair or replace, at Verizon's sole discretion, any of the System which fails to meet the manufacturer's published operating specifications for the System.
 - 6.4.3.3 Replace Systems it determines needs to be replaced with equipment of like kind and functionality from a manufacturer of Verizon's choice at the time of replacement ("Exchange Unit"). Before replacing the System, Verizon will attempt to contact Customer to schedule the replacement. The replaced unit will be returned to Verizon at Verizon's expense. For

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Systems to which Customer holds title, upon replacement, Customer will obtain title to the Exchange Unit and Verizon will obtain title to the replaced System.

6.4.3.4 **Maintenance Takeover Service.** "Maintenance Takeover Service" means Verizon will provide Verizon Maintenance for CPE supplied by Customer (rather than ordered from Verizon) and identified in a Service Order accepted by Verizon ("Customer-supplied CPE"). Verizon approval of Customer-supplied CPE is required before ordering. For purposes of Maintenance Takeover Service, Customer-supplied CPE will be treated as a System.

6.4.3.5 **Verizon Maintenance Reporting.** Customer may request that Verizon provide network equipment reports, where available. To facilitate the generation of the reports, Verizon will work remotely with Customer SPOC to coordinate the configuration and deployment of collection software on the designated Customer provided server ("Collector") which must meet the manufacturer's requirements at time of deployment. Customer will provide remote VPN to support the data collection. Customer understands and agrees that Customer network information will be transmitted and used to generate reports. Customer can request Verizon to remotely disable collection features or uninstall Collector software, at which time Verizon will no longer be able to provide this reporting service.

6.4.4 **Verizon Warranty Service** is a replacement service provided during Business Hours. Verizon will provide next business day parts replacement of certain defective, non-critical peripheral or endpoint equipment (e.g., IP phones, modems, etc.) using new, like new, or refurbished parts or equipment of like kind and functionality. Verizon will remotely assess the equipment and if Verizon validates the equipment is defective, Verizon will authorize and ship replacement equipment. Customer is responsible for installing the replacement equipment. Equipment covered by Verizon Warranty Service will be identified in the applicable quote.

6.5 **CPE Related Assessment Services.** Verizon will provide on site assessment services in accordance with one or more SOWs, which are incorporated herein by reference (hereinafter "CPE Related Assessment Services").

Part III: Terms and Conditions.

1. **Change Orders.** Verizon will comply, to the extent it deems feasible and reasonable, with any proposed changes to the System or CPE Services under these Service Terms and any Service Order or any applicable SOW ("Change Orders"). No Change Order will become effective, and no changes in the System or CPE Services will be initiated, until the Change Order is accepted by Verizon. Change Orders are accepted by the same process as Service Orders are accepted. If changes result in an increase or decrease in charges or time needed for performance, such adjustments will be reflected in a written Change Order.
2. **Risk of Loss.** Risk of loss or damage to a System passes to Customer upon the earlier of i) delivery of the System to the Customer Site, and ii) when Customer takes shipping responsibility (e.g. when Customer takes over shipping from point of import). Customer shall provide notice of loss or damage to the System as soon as Customer receives notice of such loss or damage.
 - 2.1 **Risk of Loss for Customer Furnished Equipment.** Risk of loss or damage to CFE passes to Verizon upon the earlier of i) delivery of the CFE (including portions thereof) to the Verizon-designated location, and ii) when Verizon takes shipping responsibility. After delivery to the Verizon-designated location, risk of loss or damage to CFE passes back to Customer upon the earlier of i) delivery of the CFE (including portions thereof) to the Customer-designated location, and ii) when Customer takes shipping responsibility.
3. **Resale Title and Security Interest.** For Customer purchases where the System is purchased and delivered within the same jurisdiction and Verizon is incorporated in such jurisdiction, Verizon will retain title to the applicable System elements until full payment for the same has been rendered. Upon final payment, title will pass to Customer. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System. For other purchase transactions, title to the System will pass to Customer at time of shipment of the System from Verizon's or its third-party vendor's warehouse to Customer, or at the time indicated on the Service Order (including attachments to the Service Order) if different from the time of shipment. Terms and conditions for title and security interests for MRP transactions are located in and subject to the "Title and Security for Systems Under MRP" section below. As between Verizon (including its suppliers) and Customer, Verizon (or its ultimate suppliers or licensors, as applicable) retains all right, title and interest in and to all software provided by Verizon. Until final payment is received from Customer, Customer grants Verizon a security interest or lien in the System, or similar or equivalent interest pursuant to local law, and agrees that Verizon may file all documents necessary to perfect

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that interest. At Verizon's request, Customer will provide all assistance required for the enforceability of retention of title. Upon final payment Verizon will release its security or other interest.

3.1 **Title for Customer Furnished Equipment.** Title to CFE remains with Customer at all times.

4. **Delivery.** In those jurisdictions where Verizon has an established legal presence and except as otherwise provided in the Contract, delivery of the System will be "DDP", "Delivered Duty Paid", to the Customer's sites as defined by "Incoterms 2010" published by the International Chamber of Commerce, together with the terms and conditions set forth herein. In those situations where delivery under the DDP term is not available delivery of the System will be "DAP", "Delivered At Place", to the Customer's sites as defined by "Incoterms 2010" published by the International Chamber of Commerce, together with the terms and conditions set forth herein.
5. **Import of Equipment.** Customer will provide such assistance to Verizon as may be necessary in connection with the importation of the System into the countries in which the Customer sites are located, and as required in accordance with local regulations. Such assistance may include but not be limited to acting as the importer of record and paying import duties, fees and taxes, if any, using Customer's Tax Registration Number. Upon becoming the importer of record, Customer may be subject to the obligations placed on 'Producers' as defined and set out in the Waste Electrical and Electronic Equipment Directive 2002/96/EC or any equivalent local directive or regulation, or the relevant local legislation implementing the provisions of any such directive or regulation.
6. **Cancellation.** Prior to Customer Acceptance, either party may cancel a Service Order or a SOW for convenience, in whole or in part. A Customer cancelling any Service Order or a SOW for convenience before it has been accepted is subject to cancellation charges, based on the stage the CPE Service or System has reached toward such acceptance, which may include charges: (i) for all System elements and CPE Services provided up to the date of cancellation; (ii) for all expenses incurred up to the date of cancellation, including but not limited to the costs of cancelling purchase orders, shipping charges for the return of System elements, if permitted by Verizon, removal of System elements and other contractual obligations made by Verizon to meet its obligations under the Contract, and (iii) a minimum restocking fee of 35% of the price of the System, as shown on the applicable Service Order or SOW, for any System elements returned, provided such return is permitted by the provider of the System element, and as authorized by Verizon.
7. **Termination.** Subject to the "MRP Service Terms and Conditions" section below, after Customer Acceptance, either party may terminate a Service Order for CPE Services for convenience, in whole or in part upon 30 days prior written notice to the other party. If a CPE Service is terminated by Customer pursuant to this section, Verizon has no further responsibility under the Service Order and Customer will promptly pay Verizon an amount up to the full amount of the remaining payments due under the Service Order if not terminated and any expenses incurred by Verizon. Where multiple SOWs are associated with these Service Terms, the termination of one or fewer than all of the SOWs will only affect the terminated SOWs, and any additional SOWs will remain in effect.
 - 7.1 **Termination for Cause.** If either party fails to perform material terms of these Service Terms and (i) such failure is not cured within 30 calendar days following receipt of a default notice in writing from the other party; or (ii) if such failure cannot reasonably be cured within such 30 calendar days, and the defaulting party fails to use commercially reasonable efforts to cure such breach as soon as practicable, but in any event within 90 calendar days following written notice, then the non-defaulting party may suspend its performance of and/or terminate the affected CPE Services or System order to which the default pertains. Upon termination of such CPE Service or System order, Customer is liable for any unpaid charges for the terminated CPE Service incurred up to the time of termination of such CPE Service and for any System element provided up to such termination. These Service Terms will not be terminated, and will continue in effect, with respect to all other CPE Services and Systems that are not the subject of such default. Termination of any CPE Service or System will be in addition to and not in substitution of any other rights and remedies available to the non-defaulting party under these Service Terms applicable law, or otherwise.
8. **Confidentiality.** Notwithstanding any contrary term in the Contract and consistent with applicable law, Verizon may disclose the terms of these Service Terms, in whole or in part, to: (a) Verizon Affiliates; (b) Verizon's or Verizon's Affiliate suppliers and/or subcontractors that offer (including new offers or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Verizon or Verizon Affiliate products or services, including the financing thereof, under or in connection with these Service Terms; (c) successors in interest to Verizon or Verizon Affiliates (by merger or otherwise); and/or (d) persons to whom Verizon or Verizon Affiliates may sell all or part of their respective businesses or assets.
9. **Warranty.** Verizon warrants it will perform the CPE Services provided by Verizon under these Service Terms in a good and workmanlike manner. Unless otherwise set forth herein or in an SOW, Verizon is not the manufacturer or licensor of the System but will transfer or pass through to Customer the benefit of any and all manufacturer warranties on the same terms as offered by such manufacturers which are capable of being transferred or passed through.
 - 9.1 **UNAUTHORIZED ACCESS.** IN ADDITION TO DISCLAIMERS IN THE AGREEMENT, VERIZON WILL NOT

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BE LIABLE FOR UNAUTHORIZED ACCESS TO VERIZON'S OR CUSTOMER'S TRANSMISSION FACILITIES OR EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.

9.2 **Third Party Services.** Verizon is not the provider of Third Party Services, as defined below, therefore Verizon provides no warranties, guarantees and assurances of quality that apply to Third Party Services but will transfer or pass through to Customer the benefit of any and all third party warranties on the same terms as offered by such third parties which are capable of being transferred or passed through. THE WARRANTIES SET FORTH IN THESE SERVICE TERMS ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON TO THE EXTENT PERMITTED BY LAW. Notwithstanding the foregoing, Verizon warrants that the System will be free from defects for 12 months from delivery (the "Warranty Period"). Should the System become defective within this period, Customer shall initially only be entitled to subsequent performance. For the purpose of such subsequent performance Verizon will be subject to receiving notification of the defect within the Warranty Period, comply with the obligations set out in the third party supplier's warranty supplied with the System or otherwise repair or replace the System within a reasonable time period. All other warranty claims regarding the System may only be asserted if subsequent performance has failed. Verizon does not give a warranty for merely immaterial deviations from the agreed condition of the System and fitness for any particular purpose. Customer shall examine the System without undue delay upon delivery with respect to the amount, condition and quality. Obvious defects must be reported to Verizon within 10 Business Days; claims for warranties for such defects shall be excluded thereafter.

10. Limitation of Liability.

10.1 **ENTIRE LIABILITY.** SUBJECT TO THE "EXCLUSIONS" SECTION OF THE CONTRACT, VERIZON'S AND ANY VERIZON ASSIGNEE'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S AND ANY VERIZON ASSIGNEE'S NEGLIGENCE, OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF I) THE PURCHASE PRICE OF THE SPECIFIC SERVICE ORDER GIVING RISE TO THE CLAIM; AND II) THE LIMITATION OF LIABILITY IN THE CONTRACT.

10.2 **EXCLUSIONS.** VERIZON AND ANY VERIZON ASSIGNEE'S WILL BEAR NO LIABILITY FOR USE OF THE SYSTEM OR CPE SERVICES PROVIDED UNDER THIS ATTACHMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, VERIZON AND ANY VERIZON ASSIGNEE'S WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT EQUIPMENT.

10.3 **Acknowledgement.** Customer and Verizon acknowledge that the warranties, limits on liability and exclusions set out in these Service Terms fairly allocate the risk between Customer, Verizon and any Verizon assignee and are reflected in the charges for the System and/or CPE Services.

11. Insurance.

11.1 **Coverage.** Customer shall maintain in full force and effect, at its own cost and expense, during the Service Commitment, the following insurance coverage:

11.1.1 Commercial General Liability insurance with a minimum combined single limit of \$2,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including but not limited to premises-operations; products/completed operations; contractual liability; independent contractors and personal and advertising injury.

11.1.2 Commercial Automobile Liability insurance with a minimum combined single limit of \$2,000,000 each accident for bodily injury and property damage. Coverage shall include owned, non-owned, leased and hired vehicles.

11.1.3 Workers' Compensation in compliance with the statutory requirements of the state(s) of operation and Employer's Liability with a minimum limit of \$1,000,000 each employee-accident/each employee-disease/policy limit.

11.1.4 A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits specifically required hereunder. The required minimum limits of coverage shown above, however, will not in any way restrict or diminish company's liability under this agreement.

11.1.5 Errors & Omissions liability in the amount of \$2,000,000 each claim covering the acts, errors or omissions of Customer under this agreement.

11.2 **Additional Insured.** All insurance coverage required herein, excluding Workers' Compensation, Employer's liability and Errors & Omissions liability shall name Verizon Communications Inc., its Affiliates and

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Subsidiaries as additional insured by means of an unrestricted endorsement to the above policies with regard to any liability arising out of Customer's operations, products or completed operations.

11.3 **Policies.** All policies required herein shall (i) contain waivers of subrogation in favor of Verizon (ii) be primary and non-contributory with any insurance or program of self-insurance that may be maintained by Verizon (iii) shall be issued by companies that are licensed, authorized or permitted to conduct business in the jurisdiction in which the work is to be performed (iv) must have an A.M. Best rating of A-; VII or better.

11.4 **Certificates.** Prior to commencement of work, Customer shall provide Verizon with certificate(s) of insurance that evidence the coverage required by this agreement. Verizon shall receive 30 days prior written notice of intent to non-renew, cancellation or material adverse change, except 10 day notice for nonpayment of premium shall apply. In the event any of the above policies is cancelled, Customer shall immediately submit documentation to Verizon verifying that Customer has obtained alternative insurance in conformance with these Service Terms.

12. Intellectual Property Infringement Indemnity.

12.1 **Verizon CPE Services Indemnity.** Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that the purchase or use by Customer of any CPE Services infringes a valid U.S. patent or copyright ("Services Claim"), and Verizon will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Services Claim.

12.1.1 If the use of any CPE Services is enjoined or subject to a Services Claim, Verizon may, at its option and expense, either procure for Customer the right to continue to use the affected CPE Services, replace the affected CPE Services with substantially equivalent, non-infringing service, or modify the affected CPE Services so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable, Verizon may terminate the CPE Services.

12.1.2 Verizon shall have no obligation to defend, indemnify or hold harmless Customer for any Services Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer or, with the exception of Verizon, any agents, contractors, or suppliers acting on behalf of Customer; (ii) any combination, use or operation of any CPE Services with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the CPE Services by Customer, any third party or Verizon at Customer's request; (iv) use of other than the then current unaltered release of any Verizon-provided software used in the CPE Services provided Verizon has made such release available to Customer; (v) any equipment, system, product, process, method or service of Customer which otherwise infringed any U.S. patent or copyright asserted against Customer prior to the supply of the CPE Services to Customer hereunder; (vi) functionality provided by Verizon at the direction of Customer, its agents, employees, or other contractors (including the provision of functionality in accordance with technical specifications provided by Customer); or (vii) use or operation, by Customer, its agents, employees or other contractors, of CPE Services other than as specified in these Service Terms.

12.2 **Sole and Exclusive Remedy.** The foregoing states the entire obligation of Verizon to Customer and is Customer's sole and exclusive remedy with respect to any claim of infringement of any intellectual property right of any kind, including the manufacturer's(s') or owner's(s') indemnities applicable to the CPE and software that Verizon is authorized to pass through for the benefit of Customer, if any, and Verizon disclaims all other warranties and obligations with respect thereto.

12.3 **Indemnity.** Each party (the "indemnitor") will defend, indemnify, and hold harmless the other party (the "indemnitee") against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance of these Service Terms.

12.4 **Contingencies.** The defense and indemnification obligations set forth in this clause are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, will restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under sections above) without indemnitee's prior written approval.

13. **Disclosure Indemnification.** If Customer fails to identify and disclose to Verizon concealed Customer equipment, wiring or conditions, as required under these Service Terms, then Customer will defend and hold

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- Verizon harmless from any claim, damage or liability resulting from a failure to disclose this information.
14. **Hazardous Substances.** Except as disclosed to and acknowledged in writing by Verizon, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable hazardous waste or environmental law or regulation) at any location where Verizon is to perform CPE Services under these Service Terms. If during such performance Verizon employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Verizon may suspend performance under these Service Terms until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance obligations under these Service Terms will be extended for the period of delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances will entitle Verizon to terminate by virtue of law, without Court intervention, delay, or other formality and liability, these Service Terms, a Service Order, or an SOW at Verizon's option. Upon such termination, Customer will permit Verizon to remove any System that has not been accepted, will reimburse Verizon for expenses incurred in performing these Service Terms, Service Order, or SOW until termination (including but not limited to expenses associated with such termination, such as removing a System, terminating leases, demobilization, etc.), and will complete payment for any portion of a System or CPE Services that has been accepted.
 15. **Export and Legal Compliance.** Customer acknowledges that the export, import, and use of certain hardware, software, and technical data provided under the Contract is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations of the United States or other relevant jurisdictions (collectively, "Export Laws"). Without limiting the generality of the foregoing the parties further agree:
 - 15.1 Customer shall not export, re-export, release, transfer or allow the diversion of any items, hardware, software, technology, or the direct product of such technology obtained by Customer under these Service Terms without first complying fully with all applicable Export Laws and obtaining any and all required licenses from United States and other governmental authorities.
 - 15.2 Customer shall not conduct business with any company, individual, organization or country that is subject to trade sanctions, embargoes, or other restrictions under applicable Export Laws, nor any entity that is involved in an end use prohibited under Export Laws including but not limited to chemical or biological weapons proliferation of nuclear or missile technology proliferation, in either case without complying fully with all applicable Export Laws and obtaining any and all required licenses from United States and other governmental authorities.
 - 15.3 Customer shall cooperate with and provide all necessary information to Verizon in order to facilitate full compliance with all trade-related laws and regulations.
 - 15.4 Unless prohibited by law, Customer agrees to provide notice to Verizon of trade compliance related communications received from and/or actions taken by government export officials and/or customs authorities, as relate specifically to the System and/or CPE Services provided herein by or to Customer. Notice shall be provided to Verizon within 10 days of receiving the above referenced communications or notice of actions to be taken by government officials. Such notice shall include the details of any pending investigation and to what extent Verizon items, hardware, technology, or services are involved.
 - 15.5 Customer further agrees to release, hold harmless, defend, and indemnify Verizon, its officers, directors, shareholders, agents, and employees, from and against any claims, breaches of the representations, costs, damages, penalties, fines or liabilities (including attorneys fees) arising out of, or in connection with any violation or alleged violation by Customer of Export Laws.
 - 15.6 Verizon may refuse to proceed with any transaction contemplated hereunder where it determines such transaction may violate Export Laws. The obligations in this clause survive the expiration or early termination of these Service Terms.
 16. **Order of Precedence.** In the event of conflicts among the terms of the Agreement, a Contract, an SOW and any Schedule, the following order of precedence will apply: (i) the Schedule; (ii) a Contract; (iii) the Agreement (and within the Agreement the Service Terms will take precedence over the Master Terms); and (iv) the SOW.
 17. **Exclusion of CISG.** The United Nations Convention for the International Sale of Goods shall not apply.
 18. **Third Party Services.** In addition to the terms of the Contract, any third party maintenance and services will be provided on a Subscription basis in accordance with (i) the Third Party Services Agreement generally available on their respective websites or attached as an exhibit and (ii) the relevant terms and conditions of these Service Terms, specifically excluding the termination for convenience provisions in the first sub clause of the "Termination" section in this Part III, above. A subscription ("Subscription") means the agreement by which Customer purchases, and Verizon resells, certain CPE Services provided by third parties ("Third Party Services"). The charges and/or the terms and conditions applicable to the Subscription(s) may change at Customer's renewal or

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extension of such Subscription(s). Information concerning some Third Party Services Agreements is provided below, however, additional Third Party Services Agreements may be provided from Verizon from time to time as required by a Service Order.

- 18.1 **Cisco Services.** When ordering Cisco products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at <http://www.cisco.com/go/servicesdescriptions/> or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement, available via the web URL shown above. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement.
- 18.2 **Juniper Services.** When ordering Juniper products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at <http://www.juniper.net/support/guidelines/990216.pdf> or other URL as provided by Juniper Networks from time to time.
- 18.3 **Polycom Services.** When ordering Polycom products or services, Customer acknowledges having read and understood the applicable End User Obligations and service descriptions found at <http://www.portal.polycom.com> or other URL as provided by Polycom from time to time.
- 18.4 **Riverbed Services.** When ordering Riverbed products or services, Customer acknowledges having read and understood the applicable end user obligations and license agreements, and service descriptions found at <http://www.riverbed.com/license> or other URL as provided by Riverbed from time to time.
- 18.5 **Sonus Services.** When ordering Sonus products or services, Customer acknowledges having read and understood the applicable end user obligations and license agreements, and service descriptions found at <http://www.sonus.net/en/solutions/services/maintenance-plans> and <http://www.sonus.net/en/software-support-service> or other URL as provided by Sonus from time to time.
- 18.6 **MobileIron.** MobileIron server software may only be installed in Customer owned, maintained and/or controlled servers housed on Customer's premise, or in data center space controlled by a third party, located within the United States.
- 18.7 **AirWatch.** AirWatch software is subject to the manufacturer's license and support terms and conditions, which are available at http://www.air-watch.com/downloads/legal/20130815_AirWatch_EULA.pdf (the "AirWatch EULA"). Customer's acceptance of a Service Order containing AirWatch software represents agreement to license such AirWatch software under the AirWatch EULA. Maintenance and Support is included as part of manufacturer's subscription license plan or at an additional annual fee under a perpetual license model as shown in a Service Order. In the case of a perpetual license, annual Maintenance and Support commences upon delivery of the software. Additional licenses can be purchased under a separate or supplemental Service Order.
19. **Country Specific Provisions.**
- 19.1 **Greece.** For CPE Services and Systems provided in Greece, for the avoidance of doubt, Verizon shall bear the after sales responsibilities according to the provisions of article 5 of LAW 2251/2004, as in force.
- 19.2 **Italy.** For CPE Services and Systems provided in Italy, in accordance with articles 1341 and 1342 of the Italian Civil Code, Customer acknowledges to have carefully read the entire text of this Attachment and hereby specifically approves the provisions contained in the following Clauses of the Attachment: Part I: Rates and Charges; Part II: - "Customer Responsibilities"; Part III: - "Risk of Loss"; "Resale Title and Security Interest"; "Delivery"; "Import of Equipment"; "Termination"; "Confidentiality"; "Warranty"; "Limitation of Liability"; "Insurance"; "Hazardous Substances"; "Third Party Maintenance Services"; "Export and Legal Compliance"; "Order of Precedence".
- 19.3 **Austria, Germany, and Switzerland.** For CPE Services and Systems provided under Austrian, German, or Swiss Law, until full payment for the System has been rendered to Verizon, Customer will (i) not obliterate any identifying mark on the System or its packaging (ii) at Verizon's request mark the System as being the sole property of Verizon, or a TPFC, as applicable.
- 19.4 **Turkey.**
- 19.4.1 **Notice of Termination and Default.** Termination, suspension or cancellation of an Order provided in Turkey by Customer shall be valid only upon at least 30 days prior written notice of such termination, suspension or cancellation to Verizon with the requested termination date falling on the last day of the following calendar month. Notice of default by either Verizon or Customer in Turkey pursuant to these Service Terms will be served on the non-defaulting Party either: (i) through a notary or (ii) by registered mail with an acknowledgement of receipt of such notice.
- 19.4.2 **Paper Invoices.** Invoices for CPE Services and Systems for Turkey will be sent to Customer in hard copy paper form.
- 19.4.3 **No Retention of Title; Bank Guarantee.** The terms in Part III "Resale Title and Security Interest" nor any other term herein granting to Verizon a post-transfer retention of title in a System shall apply

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where the System is to be delivered in Turkey. Where a System is delivered in Turkey, title shall pass to the Customer upon physical transfer, provided that Customer has first issued an irrevocable bank guarantee issued by a bank lawfully established in Turkey in an amount no less than the value of the relevant System component(s).

19.5 Encryption.

19.5.1 **Service Orders in relation to CPE for use in India (Restriction on Encryption Functionality).**

Customer understands and acknowledges that in accordance with the licenses and with statutory guidelines which govern the provision of the Service by Verizon in India, Customer is not allowed to employ encryption on any equipment (including CPE and Customer Equipment) which is directly or indirectly connected to the Network in India. Customer must ensure that any encryption equipment connected to the Network for specific requirements has the prior evaluation and approval of the Department of Telecommunications or officer specially designated for the purpose. Customer hereby indemnifies and hold harmless Verizon, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable attorneys' fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by Verizon arising out of a failure by Customer to comply with the restrictions described in this clause or as otherwise imposed by the licenses or statutory guidelines from time to time.

19.5.2 **Service Orders in relation to CPE for use in China (Restriction on Encryption Functionality).**

This clause shall only apply to CPE containing encryption features which will be delivered and used by Customer in the People's Republic of China. Use of CPE containing encryption features in China is regulated by the State Encryption Management Commission ("SEMC"). Customer shall obtain and maintain all necessary permits, licenses and authorizations ("Permits") necessary for the use of the CPE at all relevant times. Verizon does not warrant or make any representations that the Permits for the use of the CPE will be granted by the SEMC.

19.5.3 **Service Orders in relation to CPE for use in Poland (Notification Requirements for Encryption).**

When Customer serves as the importer of record for Verizon-provided System. Customer is responsible for obtaining all authorizations or permits for the import of such System into Poland including but not limited to submitting any required "Notification of the Intended Import," or "Intra-EU Transfer of Dual-Use Items Used for Telecommunications," or for "Information Security with the Polish Internal Security Agency" (the "Agencja Bezpieczenstwa Wewnetrznego").

19.6 IPT Covenants in Asia Pacific ("AP").

19.6.1 **Toll Bypass in AP.** The System and the underlying network service upon which the IP Telephony ("IPT") is provided cannot be used to bypass international/long distance charges in contravention of applicable law or regulation, specifically inclusive of telecommunications law and regulations in any country where any part of the underlying network service or the System is used.

19.6.2 **PSTN Interaction in AP.** The underlying network service and the System may permit egress/ingress to/from the local PSTN for international IPT sessions only in Australia, the EU member countries, Switzerland, Japan, Korea, Singapore and the United States (the "PSTN Countries"). In all other countries (the "Excluded Countries"), the international communications capabilities of the System and underlying network service can only be used for on-net-to-on-net sessions among a pre-defined set of end-users located at Customer and Customer Affiliate premise locations or connected via secure connection to a pre-defined PC/laptop ("Closed User Groups"). Customer and Customer's Affiliates shall prevent use by the general public, and the System and underlying network service cannot be used to provide any part of a 'for-hire' telecommunications service.

19.6.3 **Third Party Solutions in AP.** In the event that Customer desires to connect a Verizon IPT solution with a third party's IPT solution not under Verizon management or control, Customer must ensure that the third party IPT functionality complies with all the terms hereof.

19.6.4 **Indian Requirements.** In India, if any of the users are in call centers or network operation centers, engaged in business process outsourcing, tele-marketing, tele-education, tele-medicine, tele-trading, or provision of e-commerce services, Customer must obtain Other Service Provider ("OSP") registration from the Indian Department of Telecommunication covering said activities and associated infrastructure prior to use of the CPE or the underlying network service.

19.6.5 **Indemnity for Service in AP.** Customer shall comply and shall cause each of its Affiliates and any direct or indirect users of the System or the underlying network service to comply with the terms this "IPT Covenants" section and Customer will indemnify, defend and hold Verizon and its Affiliates harmless for breach of any of the IPT Covenants section conditions by it or any of its Affiliates or any direct or indirect user of the System or underlying network service.

19.6.6 **Information.** Customer agrees to cooperate with Verizon to provide any relevant information regarding Customer's IPT solution to any national regulatory authority upon their request, and

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Customer shall provide compliance certifications in form and substance acceptable to Verizon upon request.

20. Additional Service Terms and Conditions for the provision of CPE and CPE Services.

20.1 MRP Service Terms and Conditions.

- 20.1.1 **Term.** The term of the financing commitment for each System ("Financing Commitment") is specified in the related Service Order as a "Service Commitment" and commences on Customer Acceptance. Except in the case of Cause attributable to Verizon, Customer's payment obligation as provided in the Service Order for such System and CPE Service is absolute and unconditional after Customer Acceptance, without set-off, abatement, or deduction. Customer hereby further waives any recoupment, cross-claim, counterclaim, or any other defense at law or in equity to any such payment or other amount due with respect hereto, whether any such defense arises out of these Service Terms, the Agreement, any Statements of Work, or Contract, any claim by Customer against Verizon, its assignees or supplier, or otherwise.
- 20.1.2 **Customer Acceptance.** In addition to the Customer Acceptance procedures in the "CPE Deployment Services" section, Customer must indicate its acceptance of the System by a Customer-authorized signature on the Verizon-provided acceptance document; provided, however, that if Customer has not signed the acceptance document and has not provided written notification of an issue, Customer Acceptance for a System will be deemed to have occurred upon the expiration of the Test Period. In any case, Customer's acceptance shall be irrevocable.
- 20.1.3 **Title and Security for Systems Under MRP.** With MRP, Customer will not have title to the System or any sub-element thereof. Verizon, or a TPFC will have title. Customer waives and releases any right, title and interest that it may have in a System, other than its right to use the System for Verizon services. In the event that MRP is determined by a court to be an extension of credit, Customer hereby grants a security interest in Customer's right, title and interest, now existing and hereafter arising, in and to any System, including all insurance, warranty, and chattel paper arising out of a System to secure payment of all amounts due. Verizon or a TPFC may, at its option, perfect ownership in a System by filing a registration or financing statement (e.g., in the United States, a Uniform Commercial Code filing) naming Customer as the debtor and identifying the ownership or security interest in the System, as applicable.
- 20.1.4 **Verizon Assignment Under MRP.** When the assignee TPFC holds title to a System, Verizon will, at Customer Acceptance, assign certain of its rights with respect to such System and related CPE Service, each as indicated on the Service Order, to such TPFC assignee, including without limitation: (a) the right to receive a portion of the payments due hereunder that relate to the System and CPE Services under MRP; (b) the benefits of (i) any indemnity and/or limitations of liability with respect to the System and CPE Services, and (ii) Customer's representations and warranties with respect to the System and CPE Services, in either case contained herein or in the Master Terms; and (c) in the case of a Customer Event of Default (as defined below), the right to enforce on its own behalf any of its assigned rights, including the right to enforce payment of amounts relating to the System and CPE Services, or to take possession of or enforce title to the System. Such assignment of rights in relation to the TPFC's interest with respect to such System and related CPE Service is nonexclusive and Verizon reserves any rights and benefits relevant to Verizon's interests in such System and related CPE Service. Customer's execution of the Customer Acceptance indicates Customer's consent to such assignment.
- 20.1.5 **Event of Loss.** Customer will promptly notify Verizon in writing if any item of the System becomes unfit or unavailable for use (e.g. lost, stolen, damaged, or destroyed) (an "Event of Loss"). Customer may choose to repair or restore the System to the condition it had prior to such Event of Loss, or replace such damaged System with Like Equipment, as defined below, each at Customer's cost and expense. Otherwise, Customer will pay to Verizon within sixty (60) days after such Event of Loss the System Casualty Value (as defined below) associated with such System as of the date of the Event of Loss, and title to the damaged System will pass to Customer upon such payment. "Like Equipment" is equipment which (a) has been manufactured by the same manufacturer as the System; (b) is of the same type and model as the System (or the manufacturer's equivalent type and model), with all engineering changes incorporated as specified by the manufacturer; (c) has an equal or greater market value as the System Element replaced by Like Equipment; and (d) meets all requirements for the System as set forth in the Service Order or herein. "System Casualty Value" is an amount equal to (i) the present value of all remaining MRC for such System, or element thereof, from the date of the Event of Loss through the end of the Financing Commitment, discounted at an annual rate of 3%, plus (ii) for MRP, the purchase price as of the date of the Event of Loss for such System, or element thereof, as provided by Verizon promptly after receipt by Verizon of a notice of Event of Loss.

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20.1.6 Customer Responsibilities.

- 20.1.6.1 **Condition of the System.** Customer will ensure that the System is covered by Verizon Maintenance for the duration of the Financing Commitment or any renewal thereof.
- 20.1.6.2 **No Customer Assignment; Lien.** Customer will not: (a) assign, transfer or otherwise dispose of any System or individual element thereof, or any right or obligation hereunder as it relates to the System or CPE Services or any rights or obligations with respect thereto, (b) provide a right of use of any of the System and CPE Services to any person other than Customer, (c) permit the System and CPE Services to be under the dominion and control of any other person or party, other than Customer, or any maintenance provider acting on behalf of Customer other than Verizon or (d) create, incur, or permit to exist any security interest, lien or encumbrance with respect to any of the System.
- 20.1.6.3 **Insurance.** For Systems under MRP, Customer shall obtain and maintain for the duration of the Financing Commitment, including any extension thereof, at its own expense, commercial general liability insurance, and special risk insurance against loss or damage to the System as a result of fire, explosion, theft, vandalism and such other risks of loss as are normally maintained on equipment of the type financed hereunder by companies carrying on the business in which Customer is engaged, in the minimum amount of the full replacement cost value, in such form and with such insurers as shall be satisfactory to Verizon. Each insurance policy shall name Customer as insured and Verizon and its successors and assigns as additional insureds and loss payees thereof as their interests may appear and if applicable, and shall provide that it may not be cancelled or materially altered without at least thirty (30) days' prior written notice thereof being given to Verizon (or ten (10) days (fourteen (14) days for Contracts under Swiss Law) in the event of non-payment of premium). Customer shall provide Verizon with a certificate of insurance evidencing the coverage required by these MRP terms. Where applicable, if at any time Customer fails to provide the necessary insurance and Customer does not provide insurance from another insurance company, the foregoing insurance may be provided on behalf of Customer at Customer's sole cost and expense, i.e., "forced place" insurance.
- 20.1.7 **Hold Harmless.** Customer agrees to indemnify and hold Verizon and its assignees harmless from any and all liability, loss, damage, expense, and causes of action arising from or based upon the System under MRP, or actual or alleged use of same except, with respect to Verizon, for action, suits, claims or judgments arising from Verizon's negligence in providing Services other than MRP.
- 20.1.8 **Events of Default.** The following shall constitute a "Customer Event of Default" under these MRP terms and Cause under the Master Terms: (i) failure by Customer to pay any amounts due under these MRP terms; (ii) Customer fails to maintain insurance as required under these MRP terms or to pay for "forced place" insurance; (iii) failure to return a System to Verizon as provided herein; or (iv) if applicable, bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings are instituted by or against a Customer or any guarantor of a Customer, or all or any part of such person's property, under the United States Federal Bankruptcy Code or other law of the United States or of any other jurisdiction in which Systems are located or being used or in which the Customer is incorporated, and, if such proceeding is brought against such person, it consents thereto or fails to cause the same to be discharged within sixty (60) days after it is filed; or (v) prerequisites for filing a motion to open insolvency proceedings or a rehabilitation proceedings with respect to the Customer have been satisfied, or a motion to open such proceedings has been filed by Customer's creditor and was not dismissed within 60 days from filing; or (vi) Customer or any guarantor of Customer terminates its existence by merger, consolidation, sale of substantially all of its assets or otherwise, unless the surviving entity or purchaser of such assets assumes all liabilities of the Customer hereunder and is (1) approved in writing by Verizon (after receipt of written approval from the TPFC) prior to such termination or sale, which approval shall not be unreasonably withheld, conditioned or delayed, or (2) of a credit rating as rated by Standard and Poor's of BBB- or better or by Moody's Investors' Service of Baa3 or better after such sale or termination. Customer shall reimburse Verizon for all reasonable and necessary charges, costs, expenses and attorney's fees incurred by Verizon or the assignee in exercising any remedy against Customer hereunder.
- 20.1.9 **Termination.** Notwithstanding any other provision in these Service Terms, in the event of any termination of MRP by Customer for convenience or for any other reason (including without limitation Customer's invocation of a Force Majeure Event pursuant to a Contract or the Agreement) except for Cause, or in the event of any termination by Verizon for Cause, Customer will pay to Verizon (i) an amount equal to the aggregate of all remaining monthly recurring charges for the System as set forth in the Service Order from the date of termination through the end of the Financing Commitment

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discounted at an annual rate of 3%, plus (ii) in the case of TPFC financing, the fair market value (as of the date of termination for the System as provided by Verizon promptly after termination), or regardless of financing entity, return of the System as provided below. Customer agrees that as between Verizon and Customer Verizon shall have the right to determine which portion of Customer's MRP charges represents Services and which represent the System.

- 20.1.9.1 **Return of Equipment.** Upon any termination of MRP, Customer shall return the System at its expense, to Verizon or Verizon's designee, and such returned System shall be shipped to be received: (i) no later than 15 Business Days after the termination is effective; and (ii) at the location as provided in writing by Verizon and in the condition provided below. If Customer fails to return the System within the above time period, then such failure shall constitute a "Customer Event of Default" hereunder and Cause under the Master Terms.
- 20.1.9.2 **Condition of Returned Equipment.** When a System is returned to Verizon or its designee, Verizon will cause the System to be inspected and certified acceptable for the manufacturer's maintenance service. If any of the System is not in good repair, condition and working order, ordinary wear and tear excepted, Customer will pay Verizon the reasonable out-of-pocket expenses incurred in bringing such System up to such status, but not in excess of the System Casualty Value.
- 20.1.10 **End of MRP Financing Commitment.** At the end of the Financing Commitment, the term will continue until terminated by either party, with or without Cause, effective 90 days after written notice of termination is given to the other party. Upon such termination, Customer shall return the System as provided in "Termination" within this section, above.
- 20.1.11 **Disputed Claims.** Notwithstanding the Dispute Resolution provision in the Agreement, a TPFC is entitled to enforce, outside of arbitration, all rights held by or assigned to such TPFC following the negotiation period applicable to Disputed Claims (as defined in the Agreement), unless Verizon or such TPFC determines in its sole discretion to submit the issue to arbitration and notifies the Customer in writing within thirty days following the end of such negotiation period. Nothing herein or in the Agreement shall be construed to preclude immediate enforcement outside of arbitration by a TPFC of its rights to enforce its security interests in the event of a Customer Event of Default.
- 20.1.12 **Property Taxes.** In addition to any Taxes or Governmental Charges, Customer will pay to Verizon the amount of any personal property taxes incurred on the System. Such personal property taxes will be included in the charges shown in the Service Order, provided however, that changes to such taxes (e.g. for tax rate increases) may require that a new Service Order be issued.
- 20.1.13 **No Warranties or Representations.** Under MRP, Verizon or its assignee makes no warranty or representation, express or implied, including but not limited to fitness for a particular purpose, merchantability, quality, design, condition, capacity, suitability or performance of the System, the material and workmanship thereof or as to intellectual property rights, it being agreed that all such risks as between Verizon and Customer are to be borne by Customer alone and at Customer's expense. For the avoidance of doubt, Verizon will transfer or pass through to Customer the benefit of any and all manufacturer warranties for the System on the same terms as offered by such manufacturers which are capable of being transferred or passed through. To the extent deemed applicable and to the extent permitted by applicable law, Customer waives any and all rights or remedies conferred upon a "lessee" under section 2a-508 through 2a-522 of the United States uniform commercial code or similar provisions under another commercial code or statute with respect to a default by a "lessor" as such sections may be applied to MRP.
- 20.2 **CPE Deployment Services Terms and Conditions in the United States.**
- 20.2.1 **Warranty.**
- 20.2.1.1 **Voice Equipment.** In addition to other applicable warranties contained herein, for voice Systems installed by Verizon, the warranty period begins on the In-Service Date and continues for 12 months.
- 20.2.1.2 **CPE Deployment Services Warranties.** Verizon warrants that any cables and connectors between the System and any other equipment on Customer's premises that are provided by Verizon will be in good working order for a period of thirty days after installation unless the failure of such cables and connectors is caused by Customer's misuse or abuse.
- 20.2.1.3 These warranties do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System.
- 20.3 **Customer Furnished Equipment Terms and Conditions.** Verizon is not responsible for implementation delays, loss, or damage to equipment when equipment is shipped to Verizon without a detailed BOM or inbound delivery number or to the extent CFE shipments are not consistent with the BOM.

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20.4 Maintenance Terms and Conditions.

20.4.1 Verizon reserves the right to change the rates, terms and conditions of Maintenance Service under these Service Terms to be effective upon the commencement of any renewal term and without formal amendment of these Service Terms by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer will provide Verizon written notice thereof prior to the expiration of the then-current term, in which event the maintenance service will terminate upon expiration of the then-current term. Verizon may terminate the Maintenance Service at the end of the then current term upon 60 days written notice. Otherwise the Maintenance Service will continue to be provided at the then current undiscounted rate. If Customer has pre-paid the Maintenance Service and terminates prior to the end of the term, Customer will be reimbursed for the unused portion of the Maintenance Service, less any applicable cancellation charge and discount received unless a relevant Third Party Services Agreement does not allow for such reimbursement.

20.4.2 **Verizon Maintenance Terms.** Verizon warrants that Verizon Maintenance and Maintenance Takeover Service will be performed in a good and workmanlike manner. CUSTOMER'S SOLE REMEDY FOR A BREACH OF THIS WARRANTY IS FOR VERIZON TO REPERFORM THE DEFECTIVE WORK.

20.5 CPE Related Assessment Services Terms and Conditions in the United States.

20.5.1 **Term of Services.** The CPE Related Assessment Services will commence as set forth in the applicable SOW and will continue in effect for the period of time required for Verizon to provide such CPE Related Assessment Services, or otherwise as specified in such SOW.

20.5.2 **Warranty.** Verizon warrants that it will perform the CPE Related Assessment Services hereunder in a good and workmanlike manner and substantially in conformity with the applicable SOW. VERIZON PROVIDES AND/OR LICENSES ALL DELIVERABLES TO CUSTOMER "AS IS". VERIZON'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF SUCH WARRANTY WILL BE RE-PERFORMANCE BY VERIZON OF ANY NON-CONFORMING CPE RELATED ASSESSMENT SERVICES.

20.5.3 **Developed Information.** Unless otherwise set forth in a SOW, the parties acknowledge and agree that Verizon will at all times retain and have sole and exclusive title to and ownership of all (i) deliverables, documentation and information provided by Verizon to Customer under or in connection with a SOW, whether provided in hard-copy or electronic form, including, without limitation, all methodologies, processes, programs, tools/templates, software, templates, specifications, techniques, data, presentations, studies, compositions, marketing collateral, training programs and materials, analyses and assessments, and (ii) works of authorship, inventions, discoveries, concepts, ideas, designs, methods and information, whether or not patentable or copyrightable, developed, acquired, made, conceived or worked on by Verizon or any of its employees and agents, either solely or jointly with others, in connection with the performance of services under or in connection with a SOW.

20.5.4 **General Provisions.** During the term of the CPE Services and for a period of 6 months after their completion, Customer agrees not to employ or solicit for employment, directly or indirectly, or to permit its agents, contractors or others contemporaneously performing services for Customer to employ or solicit for employment, directly or indirectly, any of Verizon's employees involved in the provision of CPE Services under the applicable SOW.

Part IV: Definitions.

1. In addition to the Online Definitions, the following service-specific definitions apply:

Definitions	Definition
Asia Pacific (AP)	Includes countries in that region (as determined by Verizon) in which Verizon is able to provide Services.

Part V: Schedules.

List Of Schedules	Description
Cisco Schedule for U.S. Services	Cisco Technology Migration Program Schedule
Cisco Schedule for non-U.S. Services	To Customer Premises Equipment And Related Services +
Avaya Schedule for U.S. Services	Avaya Products, Maintenance And Professional Services Schedule
Avaya Schedule for non-U.S.	To Customer Premises Equipment And Related Services+

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Services	
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PRIVATE IP SERVICE

- 1. GENERAL
 - 1.1 Service Definition
- 2. AVAILABLE VERSIONS PRIVATE IP SERVICE
 - 2.1. Private IP Service
 - 2.2. Private IP Layer 2
 - 2.3. Private IP Gateway
 - 2.4. Private IP- Interconnect
- 3. SUPPLEMENTAL TERMS
- 4. SERVICE LEVEL AGREEMENT
- 5. FINANCIAL TERMS
 - 5.1 Optimized Service
 - 5.2 Non-Optimized Service
- 6. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Verizon offers four variations of this service: Private IP Service, Private IP Layer 2, Private IP Gateway and Private IP Interconnect. Please note that not all variations are available in all regions.

1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized Service.

2. AVAILABLE VERSIONS PRIVATE IP SERVICE

2.1 Private IP Service

- 2.1.1 **Service Definition.** Private IP is a wide area data networking service which provides any-to-any connectivity to transport Customer data between Customer Sites.

2.1.2 Standard Service Features

- 2.1.2.1 **Route Capacity and IPv4 and IPv6 Protocols.** Verizon will assign a maximum number of routes that Customer may introduce into the Private IP Network based upon the total number of sites expected in a given Customer VPN, as shown in the following table.

Expected Total Number Sites	Maximum Routes IPv4	Maximum Routes IPv6
1 – 50	1,250	150
51 – 250	1,250	750
251 – 500	2,500	1,500
501–1,000	5,000	3,000
1,001+	10,000	6,000

Capacity constraints may vary for Customers using MVIC (available upon request). Customer will select either IPv4 or IPv6 protocol (where available), and a suitable number of IP addresses to be used in conjunction with Private IP and in accordance with Verizon's then-current applicable assignment guidelines.

2.1.3 Optional Service Features



- 2.1.3.1 **Diversity.** With Diversity service, Verizon provides a second equivalent circuit for the same Customer Site that may be configured as either active or passive, and as providing either Geographic Diversity or Router Diversity, as Customer elects.
- 2.1.3.2 **Dynamic Network Manager.** With Dynamic Network Manager (f/k/a Dynamic Bandwidth), Verizon provides a web-based interface through which Customer can dynamically manage its CAR and Private IP Port values. Customer accesses the interface through the Verizon Enterprise Center or via an Application Program Interface.
- 2.1.3.3 **IP Multicasting.** With IP Multicasting, Verizon will simultaneously deliver a single stream of data to multiple recipients in Customer-provided multicast groups.
- 2.1.3.4 **Multiple Virtual Routing and Forwarding.** With Multiple Virtual Routing and Forwarding, Customer may create multiple virtual private network connections via a single Private IP port. Customer may use those connections to extend the privacy and security of the Private IP service to the various LANs at Customer's Site. Customer understands and accepts that packet drops may occur if Customer creates an oversubscription of virtual private network connections on the Private IP port and Verizon is not responsible for such packet drops.
- 2.1.3.5 **Class of Service Selection.** Verizon will route Customer traffic based on the priority assigned by Customer using different classes of service designations, which follow the Internet Engineering Task Force Differentiated Services or Diff-Serv model. If Customer does not set different classes, Verizon will route all Customer traffic using the BE class as the default priority designation.
- 2.1.3.6 **WAN Analysis.** (non-Optimized Service only) For customers receiving non-Optimized Private IP services, the terms and conditions for WAN Analysis are located at the following URL:

For U.S. Services, click [here](#)
For non-U.S. Services, click [here](#)
- 2.1.3.7 **Burstable Billing.** (Optimized Only) With Burstable Billing, Customer selects a Bandwidth Commitment and may burst up to a higher selected bandwidth as required.

2.1.4 Customer Responsibilities

- 2.1.4.1 **Bandwidth Shaping for Ethernet Access Circuit.** If Verizon provisions 'bandwidth shaping' overhead adjustments on the Ethernet Interfaces at the PE egress, it may be necessary for Customer to apply policies at Customer's CE egress to prevent packet loss due to Ethernet protocol overhead used within the Private IP Network (depending on the Private IP platform and Customer's traffic profile).

2.2 Private IP Layer 2

- 2.2.1 **Service Definition.** Verizon Private IP Layer 2 service provides point-to-point routing, with Customer control of routing, architectural and topology changes.
- 2.2.2 **Optional Service Features.** With the Private IP Permanent Virtual Circuits feature, Verizon will add one or more Private IP PVCs on Customer's Private IP Layer 2 port upon Customer's request.

2.3 Private IP Gateway



2.3.1 **Service Definition.** With Private IP Gateway service, Verizon provides an interconnection between two private networks based on the characteristics of the gateway, as described below.

2.3.2 **Standard Service Features.** Verizon provides the following Private IP Gateways:

2.3.2.1 **Private Wireless Gateway (U.S. Mainland Only).** With Private Wireless Gateway, Verizon provides Customer a port that Customer may use to connect Customer's wireless traffic to the Private IP Network.

2.3.2.2 **MVIC Service (Select Locations).** With MVIC Service, Verizon connects Verizon's Private IP Network to an MPLS Partner's MPLS networks.

2.3.2.3 **Optimized Service-Only Standard Features.**

2.3.2.3.1 **Secure Cloud Interconnect.** With Secure Cloud Interconnect, Verizon provides an interconnection with the network of select third-party cloud providers (with whom the customer has separately contracted) enabling Customer to utilize those third-parties' cloud services over Private IP, Switched E-LAN, or Switched E-LINE network. Secure Cloud Interconnect has unique pricing, network designs, and capabilities; details are available on request.

2.3.2.4 **Non-Optimized Service-Only Standard Features.**

2.3.2.4.1 **Satellite Gateway.** With Satellite Gateway, Verizon provides a gateway port to receive Customer's satellite traffic to the Private IP Network. Each Customer individual Virtual LAN will be mapped to a Private IP PVC/CAR. Since multiple sites share a Virtual LAN and PVC to the Private IP Network, the Private IP CAR is sized according to Customer's expected traffic and the total instantaneous traffic load that the satellite network can handle.

2.4 **Private IP Interconnect** (PIP-I) (Select customers only)

2.4.1 **Service Definition.** Private IP Interconnect, or PIP-I, is only available to customers who have been approved by Verizon to receive this feature. With this service, Verizon provides a direct, point-to-point interconnection between Private IP site(s) Customer purchases from Verizon and Customer's third party MPLS-based network, using a shared port gateway designed to support multiple customers.

2.4.2 **Standard Service Features**

2.4.2.1 **PIP-I Connection and Port.** With PIP-I, Verizon provides a PIP-I Connection and a PIP-I Port. A PIP-I Connection is a physical Port that presents PIP-I at the demarcation point for interconnection to Customer's network. A PIP-I Port is a logical PIP Port associated with a VPN name that attaches to PIP site(s) that Customer has purchased from Verizon.

2.4.2.2 **Non-Supported Features.** PIP-I does not support multi-Virtual Routing and Forwarding, Dynamic Network Manager and multicasting. PIP-I does not support a redundant configuration.

2.4.3. **Customer Responsibilities**

2.4.3.1 **Ordering PIP-I Ports.** Customer will order PIP-I Ports only with an assignment to an existing or new PIP VPN name.

2.4.3.2 **Ordering Multiple PIP-I Ports.** Each PIP-I Connection can be used with multiple PIP-I Ports but each PIP-I Port can be associated with and route traffic to only one PIP-I Connection. Under no





circumstances will Customer route traffic presented to PIP-I on one PIP-I Connection to another PIP-I Port on a different PIP-I Connection. If Verizon identifies any such usage of the Service, it reserves the right to immediately terminate the Service to Customer.

- 2.4.3.3 **Restriction on use of PIP-I with Existing Customers of Verizon.** Customer will not connect a PIP-I Port to a port on Verizon's MPLS network that is provisioned by Verizon to an existing customer of Verizon.
- 2.4.3.4 With Private IP Port only, Verizon provides a cross-connection to a Verizon IP hub if Customer is located in the same building as the IP hub.
- 2.4.3.5 **Disconnection.** Customer shall ensure no PIP-I ports are active prior to disconnect order or the order will not be processed by Verizon.

3. SUPPLEMENTAL TERMS

- 3.1 **India Ports.** This clause applies if the Private IP Service contains ports in India. Prior to the Service Activation Date the Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving the Private IP Service in India, the document in the form set out in Schedule 1 hereto ("Proforma"). To the extent that the information required by the Proforma cannot be completed (or is otherwise not completed) until after the Service Activation Date the Customer authorizes Verizon to complete the Proforma or undertakes to provide any additional necessary information as requested by Verizon for that purpose.
- 3.2 **Restriction on Selling Encryption Services.** Customer shall not employ bulk encryption equipment in connection with Verizon Facilities in India. Customer is permitted to use encryption up to 40 bit key length in RSA algorithm. If Customer requires encryption higher than this limit, then Customer must obtain approval from the relevant telecom authority and shall deposit the encryption key, split in two parts with such telecom authority.
- 3.3 **Provisioning Entities in China.** Licensed local telecommunication suppliers will be used as Provisioning Entities for any portion(s) of the Private IPs not provided by Verizon or its Affiliates. In China, where Verizon is not licensed to provide any portion of the Private IP and such portion is provided by a licensed local telecommunications supplier, such portion of the Private IP will be part of a greater international network of Private IP provided by Verizon to the Customer. In the event of regulatory changes in China affecting the local supplier's ability to provide the Service, Verizon shall be entitled to terminate the Service, without any further liability, and will transition Customer to another alternative local supplier at a price to be agreed between the parties.
- 3.4 **Use Restrictions in Turkey.** Due to blocking orders issued by the Turkish government prohibiting access to thousands of sites on the Worldwide Web, the use of the Service by Customer or any of its authorized users to access the Worldwide Web from within Turkey, whether directly or indirectly, and whether such access is technically implemented inside or outside Turkey, is strictly prohibited. Customer will take appropriate measures to comply with this prohibition, including expressly notifying any authorized users of the Service in Turkey of the prohibition. Any violation of this prohibition may result in immediate suspension of the Service by Verizon until, in Verizon's sole judgment, the violation has been cured. Customer will indemnify and hold harmless Verizon from any fines, penalties, losses, damages, costs or expenses arising out any violation by Customer or its authorized users of the foregoing prohibition. Each party will promptly notify the other of any such claim.
- 3.5 **Voice over IP ("VoIP") Restrictions.** Customer acknowledges that a number of jurisdictions impose restrictions and/or licensing or registration conditions on VoIP transmission over the Network. To the extent such regulations apply, Customer shall comply with those regulations and indemnify, defend, and hold Verizon harmless for any claims arising from Customer's violation of such regulations.

4. SERVICE LEVEL AGREEMENT (SLA)



Private IP Service Level Agreement for Optimized Private IP Service + Private IP SLA Summary and Service Level Agreement for non-Optimized Private IP Service

5. **FINANCIAL TERMS.**

5.1 **Optimized Service.** Customer will pay the charges for Optimized Private IP Service + specified in the Agreement, including those below. Charges below are in U.S. dollars and will be billed in the invoice currency of the associated service.

5.1.1 **Administrative Charges.**

Administrative Charges	Charge Instance	Port Type	Speed	NRC
Administrative Change	Per Change	n/a	n/a	\$60
Cancellation of Service Order	Per Port	n/a	n/a	\$800
Expedite	Per Port	n/a	n/a	\$1,000
Physical Change	Per Order	n/a	n/a	\$200
Reconfiguration	Per Port	Standard Port	64Kbps	\$50
Reconfiguration	Per Port	Standard Port	256Kbps,512Kbps	\$100
Reconfiguration	Per Port	Standard Port	T1, E1, 1M, 2M	\$200
Reconfiguration	Per Port	Standard Port	Above E1	\$600

5.1.2 **Burstable Overage.** (Optimized Only) With Burstable Billing, Customer will pay a burstable overage charge monthly per circuit for any measured usage level greater than Customer's Bandwidth Commitment. Verizon will sample the Private IP port usage every five minutes during the monthly billing period and Customer's measured usage level will be based on usage at the 95th percentile of samples with the highest 5 percent of usage discarded for billing purposes. Incremental usage will be rounded up to the next full Mbps or Gbps.

5.1.3 **Reconfiguration.** A reconfiguration charge applies for the modification of an existing Private IP circuit, at Customer request, for Verizon to reterminate a circuit to a different router or reconfiguration of the port.

5.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Private IP Service as specified in the Agreement. In addition, online pricing for Service provided by a U.S. Verizon entity is at http://www.verizonenterprise.com/external/service_guide/reg/cp_private_ip_service.htm (for U.S. Services).

6. **DEFINITIONS.** The following definitions apply to Private IP Service, In addition to the General Definitions at www.verizonenterprise.com/external/service_guide/reg/g_online_definitions_toc.htm

Bandwidth Commitment	The portion of a port speed which Customer may use in a monthly period without incurring a Burstable Overage charge.
Committed Access Rate (CAR)	The amount of bandwidth to which Customer subscribes on a logical Port by logical Port basis.
Customer Edge (CE)	The edge of, or point in which customer traffic enters or exits, the Customer network
Geographic Diversity	Automatically directs the second Customer circuit to a different Verizon gateway at a different Verizon POP.
MPLS	Multi-Protocol Label Switching - an Internet Engineering Task Force standard.
MPLS Partner	A third party MPLS provider with whom Verizon has an agency or reseller

335978_4



	arrangement to provide interconnection to that party's in-country network.
MVIC	MPLS VPN Interprovider Connection
Port	An entrance to and/or exit from a network.
Provider Edge (PE)	The edge of, or point in which customer traffic enters or exits, the Verizon Private IP Network.
Router Diversity	Automatically directs the second Customer circuit to a different switch or router.
Virtual Private Network (VPN)	Uses a logical connection to route traffic between network sites.

Schedule 1 – Customer Indian Affiliate/user Undertakings

Schedule 1 – For customers ordering Private IP Service that contain ports in India, please [click here](#), for the Customer Indian Affiliate/user Undertakings for U.S. Services.



WAN ANALYSIS REPORTING

1. GENERAL

1.1 Service Definition

1.2 Standard Service Features

1.3 Optional Service Features

2. SERVICE LEVEL AGREEMENT

3. FINANCIAL TERMS

3.1 General Financial Terms

1. GENERAL

1.1 **Service Definition.** WAN Analysis Reporting is a web-based reporting tool that provides customers with a consolidated view of their Verizon-provided network infrastructure for network bandwidth of 1Mbps to 10GB circuits.

1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to both Optimized Service (denoted with a “+” and sometimes referred to as Rapid Delivery) and non-Optimized Service.

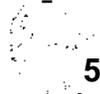
1.2 Standard Service Features

1.2.1 **Provider Edge Statistics Reporting.** Through Provider Edge (“PE”) Statistics Reporting, Verizon provides daily performance information about the Customer’s PIP network.

1.2.2 **Standard Select.** With Standard Select, Verizon provides detailed data from the performance of Customer’s managed or unmanaged network components.

1.3 **Optional Service Features.** The following optional service features are upgrades to the WAN Analysis Reporting- Standard Select feature.

	ETM	ETM Select	ETM Select with netflow	Threshold PPM
Managed Customer	Upgrade alternative to Standard Select	Upgrade alternative to Standard Select or ETM	Upgrade alternative to Standard Select, ETM or ETM Select	Optional Add on to Standard Select, ETM, ETM Select or ETM Select with netflow
Unmanaged Customer	Upgrade alternative to Standard Select	Upgrade alternative to Standard Select or ETM	Upgrade alternative to Standard Select, ETM or ETM Select	Not available.



WAN ANALYSIS REPORTING SERVICE ATTACHMENT

- 1.3.1 **Enhanced Traffic Management Reporting.** Through Enhanced Traffic Management (“ETM”) Reporting, Verizon will provide all of the features and reports of Standard Select Reporting, plus Customer edge (“CE”) response path reporting and quality of service (“QoS”) performance reports.
- 1.3.2 **ETM Select Reporting.** Through ETM Select Reporting, Verizon will provide all of the features and reports of ETM Reporting plus end user CE performance exceptions and alarms, near real-time trending capabilities and CE network status maps, infrastructure capacity analysis reports, visual representation projections of performance exceptions and related faults, and allow Customer to set up email notification to its users when certain exceptions occur.
- 1.3.3 **ETM Select Reporting with netflow.** Through ETM Select with netflow Reporting, Verizon will provide all of the features and reports of ETM Select Reporting plus optional configuration of traffic monitoring across an IP network known as “netflow.”
- 1.3.4 **Threshold Proactive Performance Monitoring.** With Threshold Proactive Performance Monitoring (“PPM”), Verizon provides analysis of Managed WAN performance against Verizon-defined thresholds for standard performance and performance-related threshold alerts from Customer’s Network for automatic trouble ticket generation to Verizon.

2. SERVICE LEVEL AGREEMENT

The service level agreements for WAN Analysis Reporting (Optimized and non-Optimized) can be found at the following URL: [WAN Analysis Reporting Service Level Agreement](#)

3. FINANCIAL TERMS

3.1 General Financial Terms

- 3.1.1 **Optimized Services.** Monthly recurring charges (“MRCs”) for WAN Analysis Reporting+ are specified in the applicable Contract, and are fixed for the Service Commitment.
- 3.1.2 **Non-Optimized Services (U.S. only)**
 - 3.1.2.1 **Private IP.** For Customers receiving non-Optimized Private IP services, the pricing for WAN Analysis Reporting is located at the following URL: [Private IP \(non-Optimized\)](#)
 - 3.1.2.2 **Managed WAN.** For Customers receiving non-Optimized Managed WAN services, the pricing for WAN Analysis Reporting is located at the following URL: [Managed WAN \(non-Optimized\)](#)
 - 3.1.2.3 **Managed LAN.** For Customers receiving non-Optimized Managed LAN services, the pricing for WAN Analysis Reporting is located at the following URL: [Managed LAN \(non-Optimized\)](#)



Verizon Services 90 Day Satisfaction Guarantee for Service

Subject to the Conditions below, a Customer who has subscribed to a new Verizon master service agreement ("Agreement"), or to a new Optimized Service under an existing Verizon master service agreement, may terminate such new Agreement (and any or all services under it) or new Optimized Service, as applicable, at any time within 90 days of the Services Effective Date and avoid the Early Termination Charge for Service Termination (the "Satisfaction Guarantee") by providing written notice of termination to Verizon within that 90-day period.

Conditions

1. To be eligible for this Satisfaction Guarantee, a Customer who subscribes to a new Agreement cannot have had any Verizon billing for any services included within the Agreement within the 90 days before signing the Agreement. A Customer who subscribes to a new Optimized Service must have subscribed to that service for the first time.
2. This promotion must be included in each order for Rapid Delivery Services for the promotion to apply to such order(s).
3. Customer must provide Verizon at least 30 days written notice in advance of its requested date of termination in accordance with the Notice provision in the Agreement. (Longer notice may be required for international service.) Verizon will implement termination within 60 days of the date it receives Customer's notification.
4. Customers who terminate service(s) by invoking this Satisfaction Guarantee will be required to pay all charges, as applicable, associated with the Consequences of Termination set forth in Verizon's Online Master Terms, except the Early Termination Charge for Service Termination as set forth above.
5. Additional conditions may be set forth in the Guide.



Private IP + Fast Start v2 Promotion

Promotional Benefits

Subject to the conditions below, Customers who order Verizon Private IP + for the first time with a minimum two year Service Commitment or Volume Commitment Period, as applicable (for purposes of this promotion the "Commitment"), will receive credits equal to the Monthly Recurring Charges ("MRC") for the Private IP port and the MRC for Access + in the second full monthly billing period for a two year Commitment. Customers committing to a three year or greater Commitment will receive credits equal to the MRC for the Private IP port and the MRC for Access + in the second and third full monthly billing periods.

Conditions

1. Only Private IP ports located in the contiguous United States are eligible for this promotion.
2. If Customer disconnects the Verizon Private IP + before the promotional credits have been applied, the credits will be forfeited.
3. Orders may be expedited, but applicable expedite fees will apply.
4. To be eligible for this promotion, Customer with a Commitment must order Private IP + prior to the end of six (6) months following the inclusion of this promotion into the Agreement.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Communications Inc.	
POLICY NUMBER See Certificate Number: 570066992891		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570066992891	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WC063724384 CA	06/30/2017	06/30/2018	
D		N/A		WC063724386 FL	06/30/2017	06/30/2018	
B		N/A		WC063724387 ME	06/30/2017	06/30/2018	
B		N/A		WC063724383 NJ, NY, TX, VA	06/30/2017	06/30/2018	
B		N/A		WC063724389 MA, ND, OH, WA, WI, WY	06/30/2017	06/30/2018	



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Communications Inc.	
POLICY NUMBER See Certificate Number: 570071867623			
CARRIER See Certificate Number: 570071867623	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
A				CA 774-22-65 NH - Primary	06/30/2018	06/30/2019	
A				CA 774-22-66 NH - Excess	06/30/2018	06/30/2019	
	WORKERS COMPENSATION						
D		N/A		WC014590552 FL	06/30/2018	06/30/2019	
B		N/A		WC014590553 ME	06/30/2018	06/30/2019	
B		N/A		WC014590549 NJ, NY, TX, VA	06/30/2018	06/30/2019	
B		N/A		WC014590554 MA, ND, OH, WA, WI, WY	06/30/2018	06/30/2019	



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/15/2022

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Verizon Communications Inc. 1095 Avenue of the Americas New York NY 10036 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AIU Insurance Company		19399
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570091621865 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Standard Contractual Liability <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1728890	06/30/2021	06/30/2022	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 \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <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"/> OTHER:			4594298 AOS 4594299 MA 4594300 VA See Next Page	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			16393209 AOS 16393206 CA	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

Certificate No : 570091621865

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

City of Redondo Beach is included as Additional Insured with respect to the General Liability and Automobile Liability policies. The General Liability policy shall apply as Primary and Non-Contributory Insurance to each Additional Insured listed herein. Where permitted by law, the Named Insured parties listed herein waive all rights against City of Redondo Beach listed herein for recovery of damages to the extent these damages are covered by the above-referenced General Liability, Automobile Liability and workers' Compensation policies and as further limited by written contract between the parties.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277 USA	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>Aon Risk Services Northeast, Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Communications Inc.	
POLICY NUMBER See Certificate Number: 570091621865		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570091621865	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
B				4594301 NH - Primary	06/30/2021	06/30/2022	
B				4594302 NH - Excess	06/30/2021	06/30/2022	
	WORKERS COMPENSATION						
A		N/A		16393207 NY	06/30/2021	06/30/2022	
A		N/A		16393208 MA, ND, OH, WI, WY	06/30/2021	06/30/2022	
A		N/A		16393205 NJ, TX, VA	06/30/2021	06/30/2022	



Administrative Report

H.15., File # 22-4212

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL

From: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

TITLE

APPROVE THE EIGHTH AMENDMENT TO THE AGREEMENT WITH UNIVERSAL PROTECTION SERVICE, DBA ALLIED UNIVERSAL SECURITY SERVICES, FOR CONTINUED TRANSIT CENTER SECURITY SERVICES THROUGH DECEMBER 31, 2022 FOR AN ADDITIONAL AMOUNT OF \$38,860.76.

EXECUTIVE SUMMARY

On July 14, 2011, the City of Redondo Beach issued a Request For Proposals (RFP) for on-site security services at the South Bay Galleria Transit Center. City Council awarded the agreement to Cypress Private Security (CPS) on November 15, 2011, for a one-year term effective January 1, 2012 through December 31, 2012, and provided an option to extend on a month-to-month basis for up to two years, to allow for the construction and relocation of the Transit Center to 1541 Kingsdale Avenue. Since that time, Council has approved seven contract amendments that have extended the term and completed an Assignment Agreement which transferred ownership to Universal Protection Service, LP, DBA Allied Universal Security Services (AUS).

An extension to the agreement is necessary to maintain security services until the new transit center construction project is completed.

Based on the current status of the transit center construction progress, and the expected completion of the of new Transit Center within the calendar year, staff recommends that the City Council approve the proposed Eighth Amendment to the AUS Agreement to increase the amount and extend the term through December 31, 2022. After the opening of the new transit center, the agreement may be terminated at any time.

Funds for transit security services are included in the Transit Fund proposed FY 2022-23 Budget. The cumulative value of the Transit Center Security Agreement with Amendments is \$656,479.30. No General Funds will be used for the Agreement Amendment.

BACKGROUND

The City Council directed staff to issue a request for proposals (RFP) for private transit security services to avoid the significant price increase from Los Angeles County Metropolitan Transportation Authority (Metro). CPS was selected following a review of three proposals that were received and an agreement for services was approved on November 15, 2011.

During its multi-year terms of providing transportation security in Redondo Beach, CPS/AUS has provided a high level of customer service. CPS/AUS management and officer team members have been cooperative and present a positive image to the community, and their presence at the Transit Center has improved public safety for the public transit patrons and the general public, as well as the other municipal transit operators providing service to the Transit Center.

AUS security services has experience with operations similar to the Redondo Beach Transit Center including contracts with the Los Angeles Police Department, the Los Angeles County Public Works Department, the City of Glendale and the Superior Court of Riverside. CPS has an established organizational structure, and provides comprehensive training, employee compensation, and benefit programs.

The existing contract with AUS provides for transit center security services at the Galleria Transit Center on weekdays from 10 a.m. to 6 p.m., and on weekends from 10 a.m. to 4 p.m. The Transit Center security personnel are also responsible for implementing measures that protect the transit customers, the community and transportation employees, while keeping the transit center system operational. In addition to providing security services, the security personnel serve as transportation ambassadors providing essential first line customer service by assisting bus patrons and bus drivers with general information, as well as serving as representatives of Beach Cities Transit.

In May 2019, CPS entered into an agreement that transferred substantially all of its assets and liabilities to Universal Protection Service, LP (UPS), d/b/a Allied Universal Security (AUS). The transfer was finalized in June 2019. On June 18, 2019, the City Council approved the consent of assignment that authorized the transfer of the contract from CPS to AUS who continues to provide the security services for the Redondo Beach Transit Center.

The new transit center site at 1521 Kingsdale Avenue is estimated to be operational in 2022. The new transit center will have parking, bicycle and other transit facilities that will require increased security services. A Request For Proposals (RFP) with an expanded scope for security services was issued in 2021 and City Council awarded the security services agreement to American Guard Services on December 21, 2021. American Guard is prepared to start security services when the new transit center is completed.

COORDINATION

The Eighth Amendment to Agreement has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

Transit security expenses are included in the proposed FY 2022-23 budget. The transit security expenses are funded dedicated transportation funding sources that include, but are not limited to, Proposition A Transportation Funds, and by other dedicated Formula Allocation Procedure and State funds. No General Fund allocations will be used for this Agreement amendment.

FY 2022-23 Funding

Transit Fund \$38,860.76

FY 2022-23

Expenditures

Universal/AU \$38,860.76

Total \$38,860.76

Total \$38,860.76

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Eighth Amendment to Agreement
- Signature Page
- Certificate of Insurance
- Seventh Amendment to Agreement
- Signature Page
- Insurance Certificates
- Sixth Amendment to Agreement
- Assignment to Agreement: Cypress to Universal Protection dba Allied Universal
- Fifth Amendment to Agreement
- Fourth Amendment to Agreement
- Third Amendment to Agreement
- Second Amendment to Agreement
- First Amendment to Agreement
- Agreement

**EIGHTH AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES BETWEEN
THE CITY OF REDONDO BEACH AND CYPRESS SECURITY, LLC**

THIS EIGHTH AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Eighth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Universal Protection Service, LP, a California limited partnership dba Allied Universal Security Services ("Contractor").

WHEREAS, on November 15, 2011, the City and Cypress Security, LLC, a California limited liability company ("Cypress Security, LLC") are parties to that certain Agreement for Project Services between the City and Cypress Security, LLC (the "Agreement"); and

WHEREAS, on November 6, 2012, City and Cypress Security, LLC entered into the First Amendment to the Agreement ("First Amendment") to extend the Agreement to June 30, 2014, and increase the limit for the total amount paid to Cypress Security, LLC to \$115,000; and

WHEREAS, on May 6, 2014, City and Cypress Security, LLC entered into the Second Amendment to the Agreement ("Second Amendment") to extend the Agreement to June 30, 2015, and increase the limit for the total amount paid to Cypress Security, LLC to \$190,000; and

WHEREAS, on May 19, 2015, City and Cypress Security, LLC entered into the Third Amendment to the Agreement ("Third Amendment") to amend the indemnification provision in the Agreement, extend the Agreement to December 31, 2016, and increase the limit for the total amount paid to Cypress Security, LLC to \$265,000; and

WHEREAS, on December 6, 2016, City and Cypress Security, LLC entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to extend the Agreement to June 30, 2018, add a holiday/overtime hourly rate of \$27.69 effective January 1, 2017, increase the regular hourly rate and holiday/overtime hourly rate to \$18.91 and \$28.36 effective July 1, 2017, and increase the limit for the Cypress Security, LLC's total compensation by \$78,000 for a total not to exceed amount of \$343,000; and

WHEREAS, on December 28, 2017, Cypress Security, LLC converted from a California limited liability company to a limited partnership operating under the name Cypress Private Security, LP, a California Limited Partnership; and

WHEREAS, on May 15, 2018, the City and Cypress Private Security, LP, a California Limited Partnership ("Cypress Private Security") entered into the Fifth Amendment to the Agreement ("Fifth Amendment") to extend the Agreement to December 31, 2019, increase the regular hourly rate to \$20.85 and overtime/holiday rate to \$31.27, and effective July 1, 2019, increase the regular hourly rate to \$22.29 and the overtime/holiday rate to \$33.43, and provide a total limit on the Cypress Private Security's compensation in the amount of \$424,148.50; and

WHEREAS, on June 18, 2019, City, Cypress Security, LLC, and Cypress Private Security entered into a Consent to Assignment to assign the Agreement to Universal Protection Service, LP, a California limited partnership ("Universal Protection Service") .

WHEREAS, on November 19, 2019, City and Contractor entered into a Sixth Amendment to extend the Agreement to June 30, 2021, and effective January 1, 2020, increase the regular hourly rate to \$24.34 and overtime/holiday rate to \$36.51 to provide a total limit on the Contractor's compensation in the amount of \$548,481.50; and

WHEREAS, on June 1, 2021, City and Contractor entered into a Seventh Amendment to add electronic monitoring and reporting, extend the Agreement to June 30, 2021, and increase the regular hourly rate to \$24.60 and overtime/holiday rate to \$36.90, and add monthly charge in the amount of \$150 to provide a total limit on the Contractor's compensation in the amount of \$617,618.54; and

WHEREAS, on May 12, 2022, Universal Protection Service notified the City that it has been operating under its fictitious business since the Consent to Assignment; and

WHEREAS, the parties wish to amend the Agreement.

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

1. **PARTIES.** All prior references to Contractor subsequent to the Consent to Assignment shall refer to Universal Protection Service, LP, a California limited partnership dba Allied Universal Security Services.
2. **SCHEDULE FOR COMPLETION.** Exhibits "B" through "B-7" of the Agreement are hereby amended to add Exhibit "B-8", which extends the Agreement to December 31, 2022. Exhibit "B-8" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibits "A" through "A-1" in accordance with the schedule set forth in Exhibit "B-8".
3. **COMPENSATION.** Exhibits "C" through "C-7" of the Agreement are hereby amended to add Exhibit "C-8" to reaffirm the monthly charge, and effective July 1, 2022, increase the hourly rate to \$27.59 and overtime/holiday rate to \$41.39 to provide a total limit on the Contractor's compensation in the amount of \$656,479.30. Exhibit "C-8" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibits "A" through "A-1" .
4. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and this Eighth Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth

Amendment, Seventh Amendment, and this Eighth Amendment, the terms of this Eighth Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment in Redondo Beach, California, as of this 7th day of June, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

UNIVERSAL PROTECTION SERVICE, LP,
a California limited partnership

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "B-8"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to December 31, 2022, unless otherwise terminated as herein provided.

EXHIBIT "C-8"

COMPENSATION

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

1. **AMOUNT.** Contractor shall be paid in accordance with the following schedule.

Effective Period	Regular Hourly Rate	Holiday/Overtime Hourly Rate
July 1, 2022 to December 31, 2022	\$27.59	\$41.39

Effective Period	Monthly Charge for Heliaus Reporting System
July 1, 2022 to December 31, 2022	\$150

2. **NOT TO EXCEED AMOUNT.** In no event shall Contractor's compensation exceed \$656,479.30 during the entire term of the Agreement.
3. **METHOD OF PAYMENT.** Contractor shall provide invoices to City for approval and payment detailing the hours worked, applicable hourly rate, monthly charge, and services performed during the prior month. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
4. **SCHEDULE FOR PAYMENT.** Payments shall be made monthly, in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice; provided, however, that services are completed to the City's full satisfaction.
5. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Universal Protection Service, LP,
dba Allied Universal Security Services
1515 W. 190th St, Suite 400
Gardena, CA 90248
Attention: Enrique Tizoc

City: City of Redondo Beach
Community Services Department
415 Diamond Street

Redondo Beach, CA 90277
Attention: Joyce Rooney, Transit Manager

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.

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment in Redondo Beach, California, as of this 7th day of June, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

UNIVERSAL PROTECTION SERVICE, LP,
a California limited partnership

William C. Brand, Mayor

By: 

Name: _____

Title: _____

DAVID LUU

GENERAL MANAGER

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2022

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

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

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-STAND-22-23	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: Philadelphia.Certs@marsh.com FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER B : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER C : XL Insurance America</td> <td>24554</td> </tr> <tr> <td>INSURER D : National Fire & Marine Insurance Company</td> <td>20079</td> </tr> <tr> <td>INSURER E : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indian Harbor Insurance Company	36940	INSURER B : Greenwich Insurance Company	22322	INSURER C : XL Insurance America	24554	INSURER D : National Fire & Marine Insurance Company	20079	INSURER E : N/A	N/A	INSURER F :
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INSURER F :														

COVERAGES**CERTIFICATE NUMBER:**

CLE-006453532-18

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			RES943799402	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 30,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 30,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 30,000,000 GENERAL AGGREGATE \$ 40,000,000 PRODUCTS - COMP/OP AGG \$ 40,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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			RAD943781805	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			42XSF10009009 Excess of General Liability, Auto Liability, and Workers Comp	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD3001203-06(AOS) RWR300120406(WI)	01/01/2022 01/01/2022	01/01/2023 01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			RES943799402	01/01/2022	01/01/2023	Limit 2,000,000 SIR 1,750,000

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

Re: As Per Contract or Agreement on File with Insured.

City of Redondo Beach is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required to coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract with respect to General Liability, Auto Liability, and Workers Compensation.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Marsh USA Inc.

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Workers Compensation
 Policy No.: RWE943548206
 Insurer: XL Specialty Insurance Company
 Effective Dates: 1/1/2022 - 1/1/2023
 Limit:
 Employers Liability Each Accident: \$1,000,000
 Employers Liability Disease-Policy Limit: \$1,000,000
 Employers Liability Disease-Each Employee: \$1,000,000
 SIR: \$1,000,000
 Crime
 Policy No.: 01-602-29-33
 Insurer: National Union Fire Insurance Co.
 Effective Dates: 09/15/2021 - 09/15/2022
 Limit:
 Employee Theft or Dishonesty: \$2,000,000
 Clients Property: \$2,000,000
 Deductible: \$1,000,000
 Contractors Pollution Liability
 Policy No.: CPO13303734
 Insurer: Commerce and Industry Insurance Company
 Effective Dates: 11/01/2021 - 11/01/2022
 Limit: \$5,000,000
 Deductible: \$250,000
 The General Liability and Professional Liability policies evidenced above share in the limits shown. The limits do not apply separately to the individual coverages

Cypress Private Security LP, Cypress Security LLC as an additional insured as required by written contract.u0000

coverages

Cypress Private Security LP, Cypress Security LLC as an additional insured as required by written contract.

Named Insured:

Allied Universal Topco LLC

Additional Named Insured:

Adesta LLC
Advent Systems, LLC
Advent Systems, LLC, dba Allied Universal
Technology Services
Allied Security Holdings LLC
Allied Universal Compliance and Investigations,
Inc.
Allied Universal Compliance and Investigations,
Inc., fka G4S Compliance & Investigations, Inc.
Allied Universal Executive Protection and
Intelligence Services, Inc.
Allied Universal Finance Corporation
Allied Universal Holdco LLC
Allied Universal Risk Advisory and Consulting
Services, Inc.
Allied Universal Sideco, LLC
AlliedBarton (NC) LLC
AlliedBarton (NC) LLC, dba Allied Universal
Security Services
AlliedBarton Security Services LLC
AlliedBarton Security Services LLC, dba Allied
Universal Security Services
AMAG Technologies, Inc.
American Security Programs, Inc.
Central Defense Services, LLC
ERMC LLC
ERMC of America, LLC
FJC Security Services, Inc.
FJC Security Services, Inc., dba Allied Universal
Security Services
G4S Holding One LLC
G4S Retail Solutions (Canada) Inc.
G4S Retail Solutions (USA) Inc.
G4S Secure Integration LLC
G4S Secure Integration LLC dba Allied
Universal Technology Services
G4S Secure Solutions International Inc.
G4S Secure Solutions (USA) Inc.
G4S Secure Solutions (USA) Inc., dba Allied
Universal
G4S Technology Software Solutions LLC
Intelligent Access Systems of North Carolina,
LLC
Intelligent Access Systems of North Carolina,
LLC, dba Allied Universal Technology Services
Intelligent Access Systems of North Carolina,
LLC, dba Securadyne Systems Mid-Atlantic
Michael Stapleton Associates, Ltd.

Michael Stapleton Associates, Ltd., dba MSA
Security
Millard Mall Services Holdco LLC
MSA Investigations, Inc.
MSA Security, Inc.
MSA Security Canada Limited
MSA Security Limited
NAKI Cleaning Services, LLC
Peoplemark, Inc.
RONCO Consulting Corporation
SecurAmerica, LLC
Securadyne Systems Intermediate LLC
Securadyne Systems Intermediate LLC, dba
Allied Universal Technology Services
Securadyne Systems Texas LLC
Securadyne Systems Texas LLC, dba Allied
Universal Technology Services
SFI Electronics, LLC
SFI Electronics, LLC, dba Allied Universal
Security Systems
SFI Electronics, LLC, dba Allied Universal
Technology Services
SFI Electronics, LLC, dba Universal Protection
Security Systems
SOS Security LLC
SOS Security LLC, dba Allied Universal Risk
Advisory and Consulting Services
SOS Security LLC, dba Allied Universal Security
Services
Spectaguard Acquisition LLC
Staff Pro Inc.
Staff Pro Inc., dba Allied Universal Event
Services
Titania Insurance Co. of America
TMG Facilities Management, LLC
U.S. Security Associates Holding Corp.
Universal Building Maintenance, LLC
Universal Building Maintenance, LLC, dba Allied
Universal Janitorial Services
Universal Building Maintenance, LLC, dba Allied
Universal Landscaping Services
Universal Protection GP, Inc.
Universal Protection Security Systems, LP
Universal Protection Security Systems, LP, dba
Allied Universal Security Systems
Universal Protection Security Systems, LP, dba
Allied Universal Technology Services
Universal Protection Service of Canada
Corporation
Universal Protection Service of Canada
Corporation, dba Allied Universal Security
Services of Canada

Universal Protection Service of Canada
Corporation, dba Allied Universal Technology
Services
Universal Protection Service of Seattle, LLC
Universal Protection Service of Seattle, LLC,
dba Allied Universal Security Services
Universal Protection Service, LLC
Universal Protection Service, LLC, dba Allied
Universal Risk Advisory and Consulting Services
Universal Protection Service, LLC, dba Allied
Universal Security Services
Universal Protection Service, LLC, dba Allied
Universal Security Services, LLC
Universal Protection Service, LP
Universal Protection Service, LP, dba Allied
Universal Risk Advisory and Consulting Services
Universal Protection Service, LP, dba Allied
Universal Security Services
Universal Protection Service, LP, dba Allied
Universal Security Services, LP
Universal Services of America, LP
Universal Services of America, LP, dba Allied
Universal
Universal Thrive Technologies, LLC
Universal Thrive Technologies, LLC, dba Allied
Universal Monitoring and Response Center
Universal Thrive Technologies, LLC, dba Allied
Universal Technology Services
Universal Thrive Technologies, LLC, dba Thrive
Intelligence
USAGM Acquisition, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: ALLIED UNIVERSAL TOPCO, LLC</p> <p>Endorsement Effective Date: January 1, 2022</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p>Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #050

This endorsement, effective 12:01 AM 01/01/2022

Forms part of policy number: RES943799402

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: INDIAN HARBOR INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

EXCESS GENERAL LIABILITY POLICY

A. SECTION II - Who Is an Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" 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; or "your work" performed for that

additional insured and included in the "products-completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits of Insurance:

If coverage provided to the 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:

1. Required by the contract or agreement; 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 e shown in the Declarations.

D. The additional insured must see to it that:

1. We are notified as soon as practicable of an “occurrence” or offense that may result in a claim.
2. We receive written notice of a claim or “suit” as soon as practicable; and
3. A request for defense and indemnity of the claim or “suit” will promptly be brought against any policy issued by another insurer under which the additional insured also has rights an insured or additional insured.

E. 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.

All other terms and conditions remain as written.

ENDORSEMENT #24

This endorsement, effective 12:01 AM 01/01/2022

Forms part of policy number: RES943799402

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: INDIAN HARBOR INSURANCE COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard.” This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.

MANUS

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
 Insured
 Allied Universal Topco, LLC
 Insurance Company
 XL Insurance America, Inc.

Policy No.
 RWD3001203-06

Endorsement No.
 Premium Included

Countersigned by _____

WC 00 03 13
 (Ed. 4-84)

**SEVENTH AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF
REDONDO BEACH AND UNIVERSAL PROTECTION SERVICE, LP.**

THIS SEVENTH AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Seventh Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Universal Protection Service, LP, a California limited partnership ("Contractor").

WHEREAS, on November 15, 2011, the parties originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on November 6, 2012, the parties entered into the First Amendment to the Agreement ("First Amendment") to amend Exhibits "B" and "C", to extend the Agreement to June 30, 2014, and increase the limit for the total amount paid to Contractor to \$115,000; and

WHEREAS, on May 6, 2014, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to amend Exhibits "B" and "C", to extend the Agreement to June 30, 2015, and increase the limit for the total amount paid to Contractor to \$190,000; and

WHEREAS, on May 19, 2015, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to amend the indemnification provision in the Agreement, and Exhibits "B" and "C", to extend the Agreement to December 31, 2016, and increase the limit for the total amount paid to Contractor to \$265,000; and

WHEREAS, on December 6, 2016, the parties entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to extend the Agreement to June 30, 2018 to add a holiday/overtime hourly rate of \$27.69 effective January 1, 2017, increase the hourly rate and holiday/overtime hourly rate to \$18.91 and \$28.36, respectively effective July 1, 2017, and increase the limit for the Contractor's total compensation by \$78,000 for a total not to exceed amount of \$343,000; and

WHEREAS, on December 28, 2017, Cypress Security, LLC converted from a California limited liability company to a limited partnership operating under the name Cypress Private Security, LP, a California Limited Partnership; and

WHEREAS, on May 15, 2018, the City and Cypress Private Security, LP, a California Limited Partnership ("Cypress Private Security") entered into the Fifth Amendment to the Agreement ("Fifth Amendment") to extend the Agreement to December 31, 2019, increase the hourly rate to \$20.85 and overtime/holiday rate to \$31.27, and effective July 1, 2019, increase the hourly rate to \$22.29 and the

overtime/holiday rate to \$33.43 and provide a total limit on the Cypress Private Security's compensation in the amount of \$424,148.50; and

WHEREAS, on June 18, 2019, City, Cypress Security, LLC, and Cypress Private Security entered into a Consent to Assignment to assign the Agreement to Contractor; and

WHEREAS, on November 19, 2019, City and Universal Protection Service, LP, entered into a Sixth Amendment extending the Agreement to June 30, 2020 and reaffirming the hourly overtime/holiday rates, and effective July 1, 2019, increase the hourly rate to \$22.29 to provide a total limit on the Contractor's compensation in the amount of \$424,148.50; and

WHEREAS, the parties wish to amend the Agreement.

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

1. **Services.** Exhibit "A" of the Agreement is hereby amended to add electronic monitoring and reporting, utilizing the Helias Reporting System, further described in Exhibit "A-1" which is attached hereto and incorporated by reference.
2. **Term.** Exhibits "B" through "B-6" of the Agreement are hereby amended to add Exhibit "B-7", which extends the Agreement to June 30, 2022. Exhibit "B-7" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-7".
3. **Compensation.** Exhibits "C" through "C-6" of the Agreement are hereby amended to add Exhibit "C-7" to increase the hourly rate for security to \$24.60 and overtime/holiday rate of \$36.90, and adding a Helias Reporting System at a rate of \$150.00 monthly, providing a total limit on the Contractor's compensation in the amount of \$617,618.54. Exhibit "C-7" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-1".
4. **No Other Amendments.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and this Seventh Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment,

Fifth Amendment, Sixth Amendment and this Seventh Amendment, the terms of this Seventh Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment in Redondo Beach, California, as of this 1st day of June, 2021.

CITY OF REDONDO BEACH

UNIVERSAL PROTECTION SERVICE,
LP



William C. Brand, Mayor

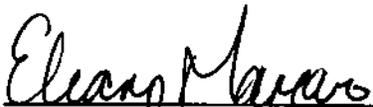
By:



Name: STEVE C. [unclear]

Title: [unclear]

ATTEST:



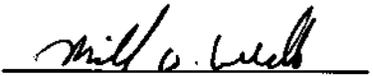
Eleanor Manzano, City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

EXHIBIT "A-1"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Contractor shall provide on-site security to provide for the safety of passengers, vehicles, and facilities at the Redondo Beach Transit Center as outlined in the City's Request For Proposal (RFP) dated July 14, 2011, and Contractor's response dated August 16, 2011. The Contractor will implement measures for the protection of the transit customers, the community and transportation employees, as defined in Section VI. Performance Requirements and Standards of the RFP.

Contractor shall provide monitoring and reporting services which shall include electronic systems including but not limited to use of the Heliaus system.

The Redondo Beach Transit Center is located at 1820 Kingsdale Avenue just south of Artesia Blvd., adjacent to the South Bay Galleria Mall. The Transit Center is an intermodal transit terminal facility servicing the western portion of the South Bay region of Los Angeles County.

REVOLUTIONIZING SECURITY

Inspired by the power of the sun and Helios, the sun god of Greek mythology, Allied Universal's proprietary HELIAUS® platform is the smart technology of tomorrow that places insight into the hands of your Security Professionals to better protect your people, brand, and assets.

Leveraging a sophisticated AI engine that uses powerful algorithms to generate risk-adverse recommendations, HELIAUS® is a fundamental shift in integrated security solutions.

Just as the sun is a renewable and constant energy source for life, HELIAUS® is the only integrated security solution using prescriptive analysis to make recommendations that improve decision-making and drive better outcomes for your business.

TRANSFORM YOUR BUSINESS

With HELIAUS® at the center of your security operations your Security Professionals are always connected and engaged, situationally informed, and armed with the right recommendations to effectively **create safer, more secure environments.**

FEATURES

User-Friendly Dashboards

Real-time data visualization for easy processing of information and identification of trends and/or exceptions.

Zone-Based Site Controls

Safety and security needs are segmented by custom zone models of your property for tailored response and AI recommendations.

Automated Post Orders

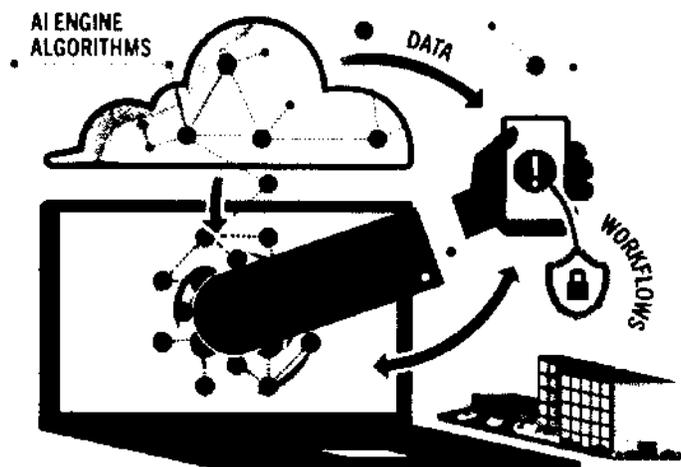
Digitize the paper trail, increase efficiency, and enhance security operations with automated post orders. Security Professionals receive tour orders, have immediate access to important site information, and record daily activity directly in their HELIAUS® mobile device.

Smart Sensors

Automatically trigger zone-specific points using beacon and GPS technology that ensure Security Professionals are situationally engaged whether indoors or outdoors.

Dynamic Tours

The "give and get" system shares information and action in real-time to ensure Security Professionals are always situationally engaged. Tasks and actions are fully defined in every zone they enter and the system automatically prompts them on what to look for and how to effectively respond.



ACHIEVE RESULTS YOU WANT

Knowing the right action and response is security ROI.

- Improved Safety
- Reduced Liability
- Rapid Response
- Better Compliance
- Brand Enhancement

THE INSIGHTS YOU NEED

OPERATIONS TEAM

- View Sitemaps
- Customize Workflows
- Analyze Trends
- Create Reports
- Track Compliance

SECURITY PROFESSIONAL

- Access to Real-Time Data
- Proactively Mitigate Risks
- Swiftly Respond to Incidents

REMOTE OPERATIONS

- Control Access
- Generate Virtual Tours
- Protect the Perimeter

CONTINUOUS VALUE

It is not a tour, reporting, or incident management system. HELIAUS® is an all-encompassing, adaptable workforce management solution.

With prescriptive analytics driving action, HELIAUS® transforms insight into safety and security ROI.

EXHIBIT "B-7"

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2022, on a month-to-month basis, unless otherwise terminated as herein provided.

EXHIBIT "C-7"

COMPENSATION

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

1. **AMOUNT.** Contractor shall be paid in accordance with the following schedule

Effective Period Month-to-Month	Services	Regular Hourly Rate	Holiday/Overtime Hourly Rate
July 1, 2021 to June 30, 2022	Security	\$24.60	\$36.90

		Monthly Rate
July 1, 2021 to June 30, 2022	Heliaus Reporting System	\$150.00

2. **NOT TO EXCEED AMOUNT.** In no event shall Contractor's compensation exceed \$617,618.54 during the entire term of the Agreement.
3. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
4. **SCHEDULE FOR PAYMENT.** Payments shall be made monthly, in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice provided, however, that 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 and addressed to or personally served on the following parties.

Contractor: Allied Universal Security Services
1515 W. 190th St, Suite 400
Gardena, CA 90248
Attention: Enrique Tizoc

City: City of Redondo Beach
Community Services Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Joyce Rooney, Transit Manager

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2020

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

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

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-STAND-21-22	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No.):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lexington Insurance Company		19437
INSURER B: Greenwich Insurance Company		22322
INSURER C: XL Insurance America		24554
INSURER D: Indian Harbor Insurance Company		36940
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CLE-006453505-14 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		082695264	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	AUTOMOBILE LIABILITY <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		RAD9437818-04	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		RES943799401	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	RWD3001203-05(AOS) RWR3001204-05(WI)	01/01/2021 01/01/2021	01/01/2022 01/01/2022	<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)
Re: Redondo Beach Transit Center, 1820 Kingsdale Avenue, Redondo Beach, CA 90278.
Joyce L. Rooney, Transit Operations & Facilities Manager, The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract with respect to General Liability, Auto Liability, and Workers Compensation.

CERTIFICATE HOLDER City of Redondo Beach Attn: Joyce L. Rooney, Transit Operations & Facilities Manager 415 Diamond Street Redondo Beach, CA 90277	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---

AGENCY CUSTOMER ID: CN118025105

LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 181 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Cypress Private Security LP, Cypress Security LLC as an additional insured as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALLIED UNIVERSAL TOPCO, LLC

Endorsement Effective Date: January 1, 2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #24

This endorsement, effective 12:01 AM 01/01/2021

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

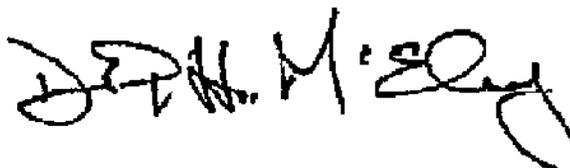
The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.

LEXDOC021

LX0404



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT #050

This endorsement, effective 12:01 AM 01/01/2021

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

GUARDSECURE GENERAL AND PROFESSIONAL LIABILITY COVERAGE FORM

A. SECTION II - Who Is An Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" 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; or "your work" performed for that additional insured and included in the "products-completed operations hazard"
However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the 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:

1. Required by the contract or agreement; 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.

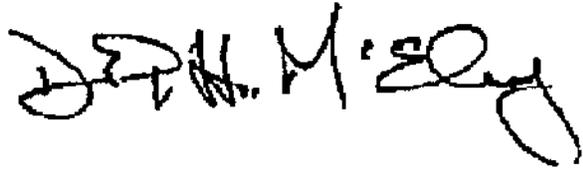
D. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

E. 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.

All other terms and conditions remain as written.

A handwritten signature in black ink, appearing to read "J. H. M. 2004". The signature is stylized and written in a cursive-like font.

Authorized Representative OR
Countersignature (in states where applicable)

LEXDOC021
LX0404

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Allied Universal Topco, LLC
Insurance Company
XL Insurance America, Inc.

Policy No.
RWD3001203-05

Endorsement No.
Premium Included

Countersigned by _____

**SIXTH AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO
BEACH AND CYPRESS SECURITY, LLC**

THIS SIXTH AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Sixth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Universal Protection Service, LP, a California limited partnership ("Contractor").

WHEREAS, on November 15, 2011, the City and Cypress Security, LLC, a California limited liability company ("Cypress Security, LLC") are parties to that certain Agreement for Project Services between the City and Cypress Security, LLC (the "Agreement"); and

WHEREAS, on November 6, 2012, City and Cypress Security, LLC entered into the First Amendment to the Agreement ("First Amendment") to extend the Agreement to June 30, 2014, and increase the limit for the total amount paid to Cypress Security, LLC to \$115,000; and

WHEREAS, on May 6, 2014, City and Cypress Security, LLC entered into the Second Amendment to the Agreement ("Second Amendment") to extend the Agreement to June 30, 2015, and increase the limit for the total amount paid to Cypress Security, LLC to \$190,000; and

WHEREAS, on May 19, 2015, City and Cypress Security, LLC entered into the Third Amendment to the Agreement ("Third Amendment") to amend the indemnification provision in the Agreement, extend the Agreement to December 31, 2016, and increase the limit for the total amount paid to Cypress Security, LLC to \$265,000; and

WHEREAS, on December 6, 2016, City and Cypress Security, LLC entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to extend the Agreement to June 30, 2018, add a holiday/overtime hourly rate of \$27.69 effective January 1, 2017, increase the hourly rate and holiday/overtime hourly rate to \$18.91 and \$28.36 effective July 1, 2017, and increase the limit for the Cypress Security, LLC's total compensation by \$78,000 for a total not to exceed amount of \$343,000; and

WHEREAS, on December 28, 2017, Cypress Security, LLC converted from a California limited liability company to a limited partnership operating under the name Cypress Private Security, LP, a California Limited Partnership; and

WHEREAS, on May 15, 2018, the City and Cypress Private Security, LP, a California Limited Partnership ("Cypress Private Security") entered into the Fifth Amendment to the Agreement ("Fifth Amendment") to extend the Agreement to December 31, 2019, increase the hourly rate to \$20.85 and overtime/holiday rate to \$31.27, and effective July 1, 2019, increase the hourly rate to \$22.29 and the overtime/holiday rate to \$33.43,

and provide a total limit on the Cypress Private Security's compensation in the amount of \$424,148.50; and

WHEREAS, on June 18, 2019, City, Cypress Security, LLC, and Cypress Private Security entered into a Consent to Assignment to assign the Agreement to Contractor.

WHEREAS, the parties wish to amend the Agreement.

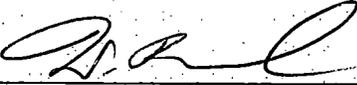
NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **TERM.** Exhibits "B" through "B-5" of the Agreement are hereby amended to add Exhibit "B-6", which extends the Agreement to June 30, 2021. Exhibit "B-6" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-6".
2. **COMPENSATION.** Exhibits "C" through "C-5" of the Agreement are hereby amended to add Exhibit "C-6" effective January 1, 2020, to increase the hourly rate to \$24.34 and overtime/holiday rate to \$36.51 to provide a total limit on the Contractor's compensation in the amount of \$548,481.50. Exhibit "C-6" is attached hereto and incorporated by reference. Contractor 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, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and this Sixth Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and this Sixth Amendment, the terms of this Sixth Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment in Redondo Beach, California, as of this 19th day of November, 2019.

CITY OF REDONDO BEACH,
a chartered municipal corporation

UNIVERSAL PROTECTION SERVICE, LP,
a California limited partnership

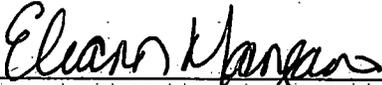


William C. Brand, Mayor

By: 
Name: STEVE CUGIN
Title: PRESIDENT

ATTEST:

APPROVED:



Eleanor Manzano, City Clerk

Jill Buchholz, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney



IN WITNESS WHEREOF, the parties have executed this Sixth Amendment in Redondo Beach, California, as of this 19th day of November, 2019.

CITY OF REDONDO BEACH,
a chartered municipal corporation

UNIVERSAL PROTECTION SERVICE, LP,
a California limited partnership

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk



Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney



EXHIBIT "B-6"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2021, unless otherwise terminated as herein provided.



EXHIBIT "C-6"

COMPENSATION

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

1. **AMOUNT.** Contractor shall be paid in accordance with the following schedule.

Effective Period	Regular Hourly Rate	Holiday/Overtime Hourly Rate
January 1, 2020 to June 30, 2021	\$24.34	\$36.51

2. **NOT TO EXCEED AMOUNT.** In no event shall Contractor's compensation exceed \$548,481.50 during the entire term of the Agreement.
3. **METHOD OF PAYMENT.** Contractor shall provide invoices to City for approval and payment detailing the hours worked, applicable hourly rate, and services performed during the prior month. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
4. **SCHEDULE FOR PAYMENT.** Payments shall be made monthly, in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice; provided, however, that services are completed to the City's full satisfaction.
5. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Universal Protection Service, LP
700 S. Flower St, Suite 400
Los Angeles, CA 90017
Attention: Felix Guerrero, Client Manager

City: City of Redondo Beach
Community Services Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Joyce Rooney, Transit Manager

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.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2019

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

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

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-AUS-GAWU-19-20	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER C : XL Insurance America</td> <td>24554</td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER E : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B : Greenwich Insurance Company	22322	INSURER C : XL Insurance America	24554	INSURER D : Indian Harbor Insurance Company	36940	INSURER E : XL Specialty Insurance Company	37885	INSURER F :
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CLE-006453532-04 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER: _____		082695264	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 OTHER: \$
B	AUTOMOBILE LIABILITY <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		RAD9437818-03	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		RES9437994 EXCESS OF GENERAL LIABILITY	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER: \$
C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	RWD3001203-03(AOS) RWR3001204-03(WI)	11/01/2019 11/01/2019	11/01/2020 11/01/2020	<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)
Re: As Per Contract or Agreement on File with Insured.
City of Redondo Beach is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract with respect to General Liability, Auto Liability, and Workers Compensation.

CERTIFICATE HOLDER City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

First Named Insured:
Allied Universal Topco, LLC

- Additional Named Insureds:
- AlliedBarton (NC) LLC
 - AlliedBarton (NC) LLC, dba Allied Universal Security Services
 - AlliedBarton Security Services LLC
 - AlliedBarton Security Services LLC, dba Allied Universal Security Services
 - AlliedBarton Security Services LP
 - AlliedBarton Security Services LP, dba Allied Universal Security Services
 - Allied Security Holdings LLC
 - Allied Universal Holdco LLC
 - Andrews International Government Services, Inc.
 - Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services
 - Apollo Security International, Inc.
 - C & D Enterprises, Inc.
 - FJC Security Services, Inc.
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 - Guardsmark (Puerto Rico), LLC
 - Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC
 - Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC
 - Intelligent Access Systems of North Carolina, LLC
 - Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services
 - Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic
 - Peoplemark, Inc.
 - Peoplemark, LLC
 - Securadyne Systems Intermediate LLC
 - Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services
 - Securadyne Systems Texas LLC
 - Securadyne Systems Texas LLC, dba Allied Universal Technology Services
 - SFI Electronics, LLC
 - SFI Electronics, LLC, dba Allied Universal Technology Services
 - SFI Electronics, LLC, dba Allied Universal Security Systems
 - SFI Electronics, LLC, dba Universal Protection Security Systems
 - Spectaguard Acquisition LLC
 - Staff Pro Inc.
 - Staff Pro Inc., dba Allied Universal Event Services
 - Surveillance Specialties, Ltd.
 - Surveillance Specialties, Ltd., dba Allied Universal Technology Services
 - Surveillance Specialties, Ltd., dba Securadyne Systems Northeast
 - Universal Building Maintenance, LLC
 - Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services
 - Universal Protection Security Systems, LP
 - Universal Protection Security Systems, LP, dba Allied Universal Technology Services
 - Universal Protection Security Systems, LP, dba Allied Universal Security Systems
 - Universal Protection Service of Canada Co.
 - Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.
 - Universal Protection Service of Canada Corporation



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- Universal Protection Service of Canada Corporation., dba Allied Universal Security Services of Canada
- Universal Protection Service, LLC
- Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services
- Universal Protection Service, LLC, dba Allied Universal Security Services
- Universal Protection Service, LLC, dba Allied Universal Security Services, LLC
- Universal Protection Service, LP
- Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services
- Universal Protection Service, LP, dba Allied Universal Security Services
- Universal Protection Service, LP, dba Allied Universal Security Services, LP
- Universal Protection Service of Seattle, LLC
- Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services
- Universal Services of America, LP
- Universal Thrive Technologies, LLC
- Universal Thrive Technologies, LLC, dba Allied Universal Technology Services
- Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center
- Universal Thrive Technologies, LLC, dba Thrive Intelligence
- U.S. Security Associates, Inc.
- U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services
- U. S. Security Associates Aviation Services, Inc.
- U. S. Security Associates Holding Corp.
- U. S. Security Associates Holdings II Corp.
- U. S. Security Associates Holdings, Inc.
- U. S. Security Associates Staffing, Inc.
- U. S. Security Holdings, Inc.
- Vance Executive Protection, In.
- Vance International Consulting, Inc.

Cypress Private Security LP, Cypress Security LLC as an additional insured as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: ALLIED UNIVERSAL TOPCO, LLC</p> <p>Endorsement Effective Date: November 1, 2019</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #050

This endorsement, effective 12:01 AM 11/01/2019

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

GUARDSECURE GENERAL AND PROFESSIONAL LIABILITY COVERAGE FORM

A. SECTION II - Who Is An Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" 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; or "your work" performed for that additional insured and included in the "products-completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits of Insurance:

If coverage provided to the 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:

1. Required by the contract or agreement; 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.

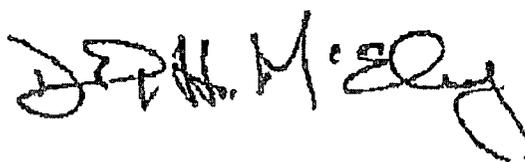
D. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

E. 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.

All other terms and conditions remain as written.



Authorized Representative OR
Countersignature (if a later where applicable)

LEXDOC021
LX0404

ENDORSEMENT #24

This endorsement, effective 12:01 AM 11/01/2019

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

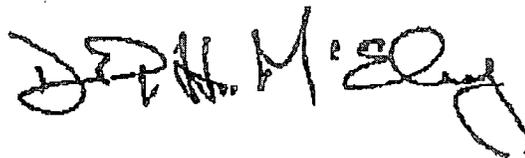
The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.

LEXDOC021

LX0404



Authorized Representative OR
Countersignature (in states where applicable)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11-01-2019

Policy No. RWD3001203-03

Endorsement No.

Insured ALLIED UNIVERSAL TOPCO, LLC



Insurance Company
XL Insurance America, Inc.

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

**CONSENT TO ASSIGNMENT OF THE AGREEMENT
FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND
CYPRESS PRIVATE SECURITY, LP TO UNIVERSAL PROTECTION SERVICE, LP**

THIS CONSENT TO ASSIGNMENT (this "Consent") is made by the City of Redondo Beach, a chartered municipal Corporation ("City"), Cypress Private Security, LP, a California limited partnership ("Assignor"), and Universal Protection Service, a California limited partnership ("Assignee").

WHEREAS, on November 15, 2011, the City and Cypress Security, LLC, a California limited liability company ("Cypress Security, LLC") are parties to that certain Agreement for Project Services between the City and Cypress Security, LLC (the "Agreement"); and

WHEREAS, on November 6, 2012, the City and Cypress Security, LLC entered into the First Amendment to the Agreement ("First Amendment") to extend the Agreement to June 30, 2014, and increase the limit for the total amount paid to Contractor to \$115,000; and

WHEREAS, on May 6, 2014, the City and Cypress Security, LLC entered into the Second Amendment to the Agreement ("Second Amendment") to extend the Agreement to June 30, 2015, and increase the limit for the total amount paid to Contractor to \$190,000; and

WHEREAS, on May 19, 2015, the City and Cypress Security, LLC entered into the Third Amendment to the Agreement ("Third Amendment") to amend the indemnification provision in the Agreement, extend the Agreement to December 31, 2016, and increase the limit for the total amount paid to Contractor to \$265,000; and

WHEREAS, on December 6, 2016, the City and Cypress Security, LLC entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to extend the Agreement to June 30, 2018, add a holiday/overtime hourly rate of \$27.69 effective January 1, 2017, increase the hourly rate and holiday/overtime hourly rate to \$18.91 and \$28.36 effective July 1, 2017, and increase the limit for the Contractor's total compensation by \$78,000 for a total not to exceed amount of \$343,000; and

WHEREAS, on December 28, 2017, Cypress Security, LLC converted from a California limited liability company to a limited partnership operating under the name of Assignor; and

WHEREAS, on May 15, 2018, the City and Assignor entered into the Fifth Amendment to the Agreement ("Fifth Amendment") to extend the Agreement to December 31, 2019, increase the hourly rate to \$20.85 and overtime/holiday rate to \$31.27 and effective July 1, 2019, increase the hourly rate to \$22.29 and the overtime/holiday rate to \$33.43, and provide a total limit on the Contractor's compensation in the amount of \$424,148.50.

WHEREAS, around June 21, 2019, Assignee and Assignor will enter into an agreement whereby Assignor will transfer substantially all of its assets and liabilities to Assignee; and

WHEREAS, for the purpose of this Consent, Assignor shall have the authority to assign this Agreement to assignee; and

WHEREAS, pursuant to Section 18 of the Agreement, 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.

WHEREAS, under the Agreement, Assignor shall obtain City's consent for the assignment of the Agreement; and

WHEREAS, City wishes to provide its consent to the assignment of the Agreement from Assignor to Assignee under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the City hereby issues its approval and consent to said assignment of the Agreement subject to the following conditions:

1. City consents to the assignment of the Agreement from Assignor to Assignee; provided however that this Consent shall not impose any additional obligations on City or otherwise affect any of the rights of City under the Agreement.
2. Under this Consent, Assignor hereby grants, conveys, transfers, assigns, and sets over its entire rights, and delegates its entire obligations under the Agreement to Assignee.
3. Assignee accepts the assignment of the Agreement and acknowledges and represents to City that it will assume each and every term, obligation and condition as set forth in the Agreement, whether arising prior to, on, or subsequent to the date of this Consent, which is hereby assigned to Assignee.
4. City shall remit payments relating to Assignor services and/or products and services covered under the Agreement to Assignee.
5. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the parties.
6. The individuals executing this Consent represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein. In the event the parties for Assignor and Assignee are not duly authorized to enter into and execute this Consent, the parties shall be personally liable to City.
7. Should any provision of this Consent be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable to the fullest extent permitted by law.
8. This Consent may be modified or amended only by a subsequent writing executed by all of the parties.
9. This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.



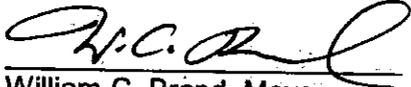
10. In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
11. In the event of any dispute arising out of this Consent, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including expert witness fees.

SIGNATURES FOLLOW ON NEXT PAGE

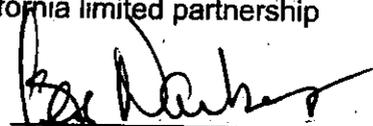


IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 18th day of June, 2019.

CITY OF REDONDO BEACH,
a chartered municipal corporation


William C. Brand, Mayor

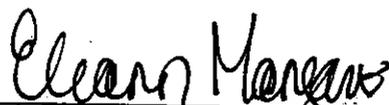
ASSIGNOR
CYPRESS PRIVATE SECURITY, LP
a California limited partnership

By: 
Name: KES NARBUTAS
Title: CEO

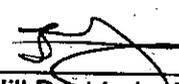
ASSIGNEE
UNIVERSAL PROTECTION SERVICE, LP
a California limited partnership

By: _____
Name: _____
Title: _____

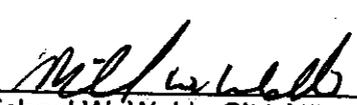
ATTEST:


Eleanor Manzano, City Clerk

APPROVED:


Jill Buchholz, Risk Manager

APPROVED AS TO FORM:


Michael W. Webb, City Attorney



IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 18th day of June, 2019.

CITY OF REDONDO BEACH,
a chartered municipal corporation

William C. Brand, Mayor

ASSIGNOR
CYPRESS PRIVATE SECURITY, LP
a California limited partnership

By: [Signature]
Name: KES NARBUTAS
Title: CEO

ASSIGNEE
UNIVERSAL PROTECTION SERVICE, LP
a California limited partnership

By: [Signature]
Name: SCOTT J. NASO
Title: SA, Regional Vice President

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney





ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Crime Policy:
 Carrier: National Union Fire Insurance Co.
 Policy Number: 017084809
 Policy Effective Date: 6/14/19
 Policy Expiration Date: 8/01/19.
 Employee Theft or Dishonesty: \$1,000,000
 Clients' Property: \$1,000,000

Additional Named Insureds:

- Allied Universal Topco LLC
- Allied Security Holdings LLC
- Allied Universal Holdco LLC
- AlliedBarton (NC) LLC
- AlliedBarton (NC) LLC, dba Allied Universal Security Services
- AlliedBarton Security Services LLC
- AlliedBarton Security Services LLC, dba Allied Universal Security Services
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- Surveillance Specialties, Ltd., dba Allied Universal Technology Services
- Surveillance Specialties, Ltd., dba Securadyne Systems Northeast
- Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services
- Securadyne Systems Texas LLC, dba Allied Universal Technology Services
- SFI Electronics, LLC
- SFI Electronics, LLC, dba Allied Universal Technology Services
- SFI Electronics, LLC, dba Allied Universal Security Systems
- SFI Electronics, LLC, dba Universal Protection Security Systems
- Spectaguard Acquisition LLC
- Staff Pro Inc., dba Allied Universal Event Services
- Staff Pro Inc.
- U.S. Security Associates Aviation Services, Inc.
- U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services
- Universal Building Maintenance, LLC
- Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services
- Universal Protection Security Systems, LP



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- Universal Protection Security Systems, LP, dba Allied Universal Technology Services
- Universal Protection Security Systems, LP, dba Allied Universal Security Systems
- Universal Protection Service of Canada Co.
- Universal Protection Service of Canada Corporation
- Universal Protection Service of Canada Corporation., dba Allied Universal Security Services of Canada
- Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.
- Universal Protection Service of Seattle, LLC
- Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services
- Universal Protection Service, LLC
- Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services
- Universal Protection Service, LLC, dba Allied Universal Security Services
- Universal Protection Service, LLC, dba Allied Universal Security Services, LLC
- Universal Protection Service, LP
- Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services
- Universal Protection Service, LP, dba Allied Universal Security Services
- Universal Protection Service, LP, dba Allied Universal Security Services, LP
- Universal Services of America, LP
- Universal Thrive Technologies, LLC
- Universal Thrive Technologies, LLC, dba Allied Universal Technology Services
- Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center
- Universal Thrive Technologies, LLC, dba Thrive Intelligence
- U.S. Security Associates Holding Corp.
- U.S. Security Associates Holdings II Corp.
- U.S. Security Associates Holdings, Inc.
- U.S. Security Associates Staffing, Inc.
- U.S. Security Associates, Inc.
- U.S. Security Holdings, Inc.
- Vance Executive Protection, Inc.
- Vance International Consulting, Inc.

- Umbrella Liability Carriers
- Lloyds - Apollo Consortium - AAIN# AA-1122000 (85%)
- Lloyds - Hamilton Re, Ltd. - AAIN # AA3191190 (15%)

Cypress Private Security LP, Cypress Security LLC as an additional insured as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALLIED UNIVERSAL TOPCO, LLC

Endorsement Effective Date: November 1, 2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #050

This endorsement, effective 12:01 AM 11-1-18

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

GUARDSECURE GENERAL AND PROFESSIONAL LIABILITY COVERAGE FORM

A. SECTION II - Who Is An Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" 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; or "your work" performed for that additional insured and included in the "products-completed operations hazard" However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the 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:

1. Required by the contract or agreement; 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 additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

E. 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.

All other terms and conditions remain as written.

ENDORSEMENT #24

This endorsement, effective 12:01 AM 11-1-18

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.



Authorized Representative OR
Countersignature (In states where applicable)

LEXDOC021

LX0404

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11-01-2018 Policy No. RWD3001203-02 Endorsement No.

Insured ALLIED UNIVERSAL TOPCO, LLC

Insurance Company
XL Insurance America, Inc.

Countersigned by  _____

WC 00 03 13
(Ed. 4-84)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2019

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

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

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-GAWUC-18-19	CONTACT NAME: _____	
	PHONE (A/C, No. Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Company		19437
INSURER B : Greenwich Insurance Company		22322
INSURER C : XL Insurance America		24554
INSURER D : Lloyd's Syndicates - See Acord 101		
INSURER E : XL Specialty Insurance Company		37885
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CLE-00645352-01 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		082695264	06/14/2019	11/01/2019	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" 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"/> AUTOS ONLY		RAD9437818-02	06/14/2019	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		BOWCN1800836	06/14/2019	11/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	RWD3001203-02(AOS) RWR3001204-02(AK &WI)	06/14/2019 06/14/2019	11/01/2019 11/01/2019	<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
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY		082695264	06/14/2019	11/01/2019	LIMIT \$ 2,000,000 COMBINED WITH GL LIMIT

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

Re: As Per Contract or Agreement on File with Insured.

City of Redondo Beach is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract with respect to General Liability, Auto Liability, and Workers Compensation.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Crime Policy:
 Carrier: National Union Fire Insurance Co.
 Policy Number: 017084809
 Policy Effective Date: 6/14/19
 Policy Expiration Date: 8/01/19.
 Employee Theft or Dishonesty: \$1,000,000
 Clients' Property: \$1,000,000

Additional Named Insureds:

- Allied Universal Topco LLC
- Allied Security Holdings LLC
- Allied Universal Holdco LLC
- AlliedBarton (NC) LLC
- AlliedBarton (NC) LLC, dba Allied Universal Security Services
- AlliedBarton Security Services LLC
- AlliedBarton Security Services LLC, dba Allied Universal Security Services
- AlliedBarton Security Services LP
- AlliedBarton Security Services LP, dba Allied Universal Security Services
- Andrews International Government Services, Inc.
- Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services
- Andrews International Security Services, Inc.
- Apollo Security International, Inc.
- C & D Enterprises, Inc.
- FJC Security Services, Inc.
- Guardsmark (Puerto Rico), LLC
- Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC
- Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC
- Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services
- Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic
- Peplemark, LLC
- Surveillance Specialties, Ltd., dba Allied Universal Technology Services
- Surveillance Specialties, Ltd., dba Securadyne Systems Northeast
- Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services
- Securadyne Systems Texas LLC, dba Allied Universal Technology Services
- SFI Electronics, LLC
- SFI Electronics, LLC, dba Allied Universal Technology Services
- SFI Electronics, LLC, dba Allied Universal Security Systems
- SFI Electronics, LLC, dba Universal Protection Security Systems
- Speclaguard Acquisition LLC
- Staff Pro Inc., dba Allied Universal Event Services
- Staff Pro Inc.
- U.S. Security Associates Aviation Services, Inc.
- U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services
- Universal Building Maintenance, LLC
- Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services
- Universal Protection Security Systems, LP



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- Universal Protection Security Systems, LP, dba Allied Universal Technology Services
- Universal Protection Security Systems, LP, dba Allied Universal Security Systems
- Universal Protection Service of Canada Co.
- Universal Protection Service of Canada Corporation
- Universal Protection Service of Canada Corporation., dba Allied Universal Security Services of Canada
- Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.
- Universal Protection Service of Seattle, LLC
- Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services
- Universal Protection Service, LLC
- Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services
- Universal Protection Service, LLC, dba Allied Universal Security Services
- Universal Protection Service, LLC, dba Allied Universal Security Services, LLC
- Universal Protection Service, LP
- Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services
- Universal Protection Service, LP, dba Allied Universal Security Services
- Universal Protection Service, LP, dba Allied Universal Security Services, LP
- Universal Services of America, LP
- Universal Thrive Technologies, LLC
- Universal Thrive Technologies, LLC, dba Allied Universal Technology Services
- Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center
- Universal Thrive Technologies, LLC, dba Thrive Intelligence
- U.S. Security Associates Holding Corp.
- U.S. Security Associates Holdings II Corp.
- U.S. Security Associates Holdings, Inc.
- U.S. Security Associates Staffing, Inc.
- U.S. Security Associates, Inc.
- U.S. Security Holdings, Inc.
- Vance Executive Protection, Inc.
- Vance International Consulting, Inc.

- Umbrella Liability Carriers**
- Lloyds - Apollo Consortium - AAIN# AA-1122000 (85%)
- Lloyds - Hamilton Re, Ltd. - AAIN # AA3191190 (15%)

Cypress Private Security LP, Cypress Security LLC as an additional insured as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALLIED UNIVERSAL TOPCO, LLC

Endorsement Effective Date: November 1, 2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #050

This endorsement, effective 12:01 AM 11-1-18

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

GUARDSECURE GENERAL AND PROFESSIONAL LIABILITY COVERAGE FORM

A. SECTION II - Who Is An Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" 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; or "your work" performed for that additional insured and included in the "products-completed operations hazard" However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the 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:

1. Required by the contract or agreement; 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 additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

E. 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.

All other terms and conditions remain as written.

ENDORSEMENT #24

This endorsement, effective 12:01 AM 11-1-18
Forms part of policy number: 082695264
Issued to: ALLIED UNIVERSAL TOPCO, LLC
By: LEXINGTON INSURANCE COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.



Authorized Representative OR
Countersignature (In states where applicable)

LEXDOC021
LX0404

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11-01-2018

Policy No. RWD3001203-02

Endorsement No.

Insured ALLIED UNIVERSAL TOPCO, LLC

Insurance Company
XL Insurance America, Inc.

Countersigned by _____



WC 00 03 13
(Ed. 4-84)



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Crime Policy:
 Carrier: National Union Fire Insurance Co.
 Policy Number: 017084809
 Policy Effective Date: 6/14/19
 Policy Expiration Date: 8/01/19.
 Employee Theft or Dishonesty: \$1,000,000
 Clients' Property: \$1,000,000

Additional Named Insureds:

- Allied Universal Topco LLC
- Allied Security Holdings LLC
- Allied Universal Holdco LLC
- AlliedBarton (NC) LLC
- AlliedBarton (NC) LLC, dba Allied Universal Security Services
- AlliedBarton Security Services LLC
- AlliedBarton Security Services LLC, dba Allied Universal Security Services
- AlliedBarton Security Services LP
- AlliedBarton Security Services LP, dba Allied Universal Security Services
- Andrews International Government Services, Inc.
- Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services
- Andrews International Security Services, Inc.
- Apollo Security International, Inc.
- C & D Enterprises, Inc.
- FJC Security Services, Inc.
- Guardsmark (Puerto Rico), LLC
- Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC
- Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC
- Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services
- Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic
- Peplemark, LLC
- Surveillance Specialties, Ltd., dba Allied Universal Technology Services
- Surveillance Specialties, Ltd., dba Securadyne Systems Northeast
- Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services
- Securadyne Systems Texas LLC, dba Allied Universal Technology Services
- SFI Electronics, LLC
- SFI Electronics, LLC, dba Allied Universal Technology Services
- SFI Electronics, LLC, dba Allied Universal Security Systems
- SFI Electronics, LLC, dba Universal Protection Security Systems
- Spectaguard Acquisition LLC
- Staff Pro Inc., dba Allied Universal Event Services
- Staff Pro Inc.
- U.S. Security Associates Aviation Services, Inc.
- U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services
- Universal Building Maintenance, LLC
- Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services
- Universal Protection Security Systems, LP



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- Universal Protection Security Systems, LP, dba Allied Universal Technology Services
 - Universal Protection Security Systems, LP, dba Allied Universal Security Systems
 - Universal Protection Service of Canada Co.
 - Universal Protection Service of Canada Corporation
 - Universal Protection Service of Canada Corporation, dba Allied Universal Security Services of Canada
 - Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.
 - Universal Protection Service of Seattle, LLC
 - Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services
 - Universal Protection Service, LLC
 - Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services
 - Universal Protection Service, LLC, dba Allied Universal Security Services
 - Universal Protection Service, LLC, dba Allied Universal Security Services, LLC
 - Universal Protection Service, LP
 - Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services
 - Universal Protection Service, LP, dba Allied Universal Security Services
 - Universal Protection Service, LP, dba Allied Universal Security Services, LP
 - Universal Services of America, LP
 - Universal Thrive Technologies, LLC
 - Universal Thrive Technologies, LLC, dba Allied Universal Technology Services
 - Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center
 - Universal Thrive Technologies, LLC, dba Thrive Intelligence
 - U.S. Security Associates Holding Corp.
 - U.S. Security Associates Holdings II Corp.
 - U.S. Security Associates Holdings, Inc.
 - U.S. Security Associates Staffing, Inc.
 - U.S. Security Associates, Inc.
 - U.S. Security Holdings, Inc.
 - Vance Executive Protection, Inc.
 - Vance International Consulting, Inc.
- Umbrella Liability Carriers**
- Loyds - Apollo Consortium - AAIN# AA-1122000 (85%)
 - Loyds - Hamilton Re, Ltd. - AAIN # AA3191190 (15%)

Cypress Private Security LP, Cypress Security LLC as an additional insured as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALLIED UNIVERSAL TOPCO, LLC

Endorsement Effective Date: November 1, 2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #050

This endorsement, effective 12:01 AM 11-1-18

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

GUARDSECURE GENERAL AND PROFESSIONAL LIABILITY COVERAGE FORM

A. SECTION II - Who Is An Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" 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; or "your work" performed for that additional insured and included in the "products-completed operations hazard" However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the 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:

1. Required by the contract or agreement; 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 additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

E. 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.

All other terms and conditions remain as written.

ENDORSEMENT #24

This endorsement, effective 12:01 AM 11-1-18

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.



Authorized Representative OR
Countersignature (In states where applicable)

LEXDOC021
LX0404

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11-01-2018

Policy No. RWD3001203-02

Endorsement No.

Insured ALLIED UNIVERSAL TOPCO, LLC

Insurance Company
XL Insurance America, Inc.

Countersigned by  _____

WC 00 03 13
(Ed. 4-84)

**FIFTH AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF
REDONDO BEACH AND CYPRESS PRIVATE SECURITY, LP**

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Fifth Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Cypress Private Security, LP, a California Limited Partnership ("Contractor").

WHEREAS, on November 15, 2011, the parties originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on November 6, 2012, the parties entered into the First Amendment to the Agreement ("First Amendment") to amend Exhibits "B" and "C", to extend the Agreement to June 30, 2014, and increase the limit for the total amount paid to Contractor to \$115,000; and

WHEREAS, on May 6, 2014, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to amend Exhibits "B" and "C", to extend the Agreement to June 30, 2015, and increase the limit for the total amount paid to Contractor to \$190,000; and

WHEREAS, on May 19, 2015, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to amend the indemnification provision in the Agreement, and Exhibits "B" and "C", to extend the Agreement to December 31, 2016, and increase the limit for the total amount paid to Contractor to \$265,000; and

WHEREAS, on December 6, 2016, the parties entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to extend the Agreement to June 30, 2018, add a holiday/overtime hourly rate of \$27.69 effective January 1, 2017, increase the hourly rate and holiday/overtime hourly rate to \$18.91 and \$28.36 effective July 1, 2017, and increase the limit for the Contractor's total compensation by \$78,000 for a total not to exceed amount of \$343,000; and

WHEREAS, the parties wish to amend the Agreement.

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

1. **Term.** Exhibits "B" through "B-4" of the Agreement are hereby amended to add Exhibit "B-5", which extends the Agreement to December 31, 2019. Exhibit "B-5" is attached hereto and incorporated by reference. Contractor

shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-5".

2. **Compensation.** Exhibits "C" through "C-4" of the Agreement are hereby amended to add Exhibit "C-5" effective July 1, 2018, to increase the hourly rate to \$20.85 and overtime/holiday rate to \$31.27 and effective July 1, 2019, increase the hourly rate to \$22.29 and the overtime/holiday rate to \$33.43, to provide a total limit on the Contractor's compensation in the amount of \$424,148.50. Exhibit "C-5" is attached hereto and incorporated by reference. Contractor 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, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment, the terms of this Fifth Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment in Redondo Beach, California, as of this 15th day of May, 2018.

CITY OF REDONDO BEACH



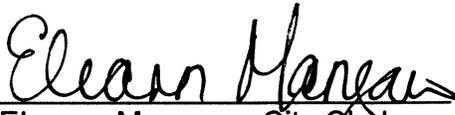
William C. Brand, Mayor

CYPRESS SECURITY, LLC

By: 

Name: Alex Narbutas
Title: CEO

ATTEST:



Eleanor Manzano, City Clerk

APPROVED:



Jill Buchholz, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney



EXHIBIT "B-5"

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall be extended to December 31, 2019, unless otherwise terminated as herein provided.

EXHIBIT "C-5"

COMPENSATION

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

1. **Amount.** Contractor shall be paid in accordance with the following schedule.

Effective Period	Regular Hourly Rate	Holiday/Overtime Hourly Rate
July 1, 2018 to June 30, 2019	\$20.85	\$31.27
July 1, 2019 to December 31, 2019	\$22.29	\$33.43

2. **Not to Exceed Amount.** In no event shall Contractor's compensation exceed \$81,148.50 from July 1, 2018 to December 31, 2019 for a limit on Contractor's compensation in the amount of \$424,148.50 during the entire term of the Agreement.
3. **Method of Payment.** Contractor shall provide invoices to City for approval and payment detailing the hours worked and services performed during the prior month. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
4. **Schedule for Payment.** Payments shall be made monthly, in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice; provided, however, that services are completed to the City's full satisfaction.
5. **Notice.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Cypress Private Security, LP
478 Tehama Street
San Francisco, CA 94103
Attention: Kes Narbutas, CEO

City: City of Redondo Beach
Community Services Department
415 Diamond Street
Redondo Beach, CA 90277

Attention: Joyce Rooney, Transit Manager

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.

**FOURTH AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CYPRESS SECURITY, LLC**

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Fourth Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Cypress Security LLC, a California Limited Liability Company ("Contractor").

WHEREAS, on November 15, 2011, the parties originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on November 6, 2012, the parties entered into the First Amendment to the Agreement ("First Amendment") to amend Exhibits "B" and "C", to extend the Agreement to June 30, 2014, and increase the limit for the total amount paid to Contractor to \$115,000; and

WHEREAS, on May 6, 2014, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to amend Exhibits "B" and "C", to extend the Agreement to June 30, 2015, and increase the limit for the total amount paid to Contractor to \$190,000; and

WHEREAS, on May 19, 2015, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to amend the indemnification provision in the Agreement, and Exhibits "B" and "C", to extend the Agreement to December 31, 2016, and increase the limit for the total amount paid to Contractor to \$265,000; and

WHEREAS, the parties wish to amend the Agreement.

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

1. **Term.** Exhibits "B" through "B-3" of the Agreement are hereby amended to add Exhibit "B-4", which extends the Agreement to June 30, 2018. Exhibit "B-4" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-4".
2. **Compensation.** Exhibits "C" through "C-3" of the Agreement are hereby amended to add Exhibit "C-4" to reaffirm the existing hourly rate of \$18.46, add a holiday/overtime hourly rate of \$27.69 effective January 1, 2017, increase the hourly rate and holiday/overtime hourly rate to \$18.91 and



\$28.36 effective July 1, 2017, and increase the limit for the Contractor's total compensation by \$78,000 for a total not to exceed amount of \$343,000. Exhibit "C-4" is attached hereto and incorporated by reference. Contractor 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, First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment, the terms of this Fourth Amendment shall govern.



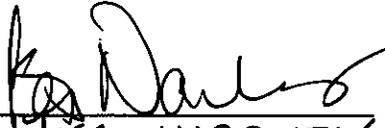
IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 6th day of December, 2016.

CITY OF REDONDO BEACH



Mayor

CYPRESS SECURITY, LLC

By: 
Name: KES NARBUTAS
Title: CEO

ATTEST:



City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:

City Attorney's Office



IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 6th day of December, 2016.

CITY OF REDONDO BEACH

CYPRESS SECURITY, LLC

Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

City Clerk

Risk Manager

APPROVED AS TO FORM:



City Attorney's Office

EXHIBIT "B-4"
SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall be extended to June 30, 2018, unless otherwise terminated as herein provided.



EXHIBIT "C-4"
COMPENSATION

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

- A. **Amount.** Contractor shall be paid in accordance with the following schedule.

Effective Period	Regular Hourly Rate	Holiday/Overtime Hourly Rate
January 1, 2017 to June 30, 2017	\$18.46	\$27.69
July 1, 2017 to June 30, 2018	\$18.91	\$28.36

- B. **Not to Exceed Amount.** In no event shall Contractor's compensation exceed \$78,000 from January 1, 2017 to June 30, 2018 for a total not to exceed amount of \$343,000 during the entire term of the Agreement.
- C. **Method of Payment.** Contractor shall provide invoices to City for approval and payment detailing the hours worked and services performed during the prior month. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- D. **Schedule for Payment.** Payments shall be made monthly, in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice.
- E. **Notice.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Cypress Security LLC
478 Tehama Street
San Francisco, CA 94103
Attention: Kes Narbutas, CEO

City: City of Redondo Beach
Community Services Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Joyce Rooney, Transit Manager



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.



**THIRD AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CYPRESS SECURITY, LLC**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Third Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Cypress Security LLC, a California Limited Liability Company ("Contractor").

WHEREAS, on November 15, 2011, the parties hereto originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on November 6, 2012, the parties hereto entered into the First Amendment to the Agreement ("First Amendment") to amend Exhibits "B" and "C", to extend the Agreement to June 30, 2014, and increase the limit for the total amount paid to Contractor to \$115,000; and

WHEREAS, on May 6, 2014, the parties hereto entered into the Second Amendment to the Agreement ("Second Amendment") to amend Exhibits "B" and "C", to extend the Agreement to June 30, 2015, and increase the limit for the total amount paid to Contractor to \$190,000; and

WHEREAS, the parties wish to amend the Agreement pursuant to Section 21 of the Agreement.

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

1. **Modification of Terms.** Sections 7 and 14 of the Agreement shall be deleted, incorporated, and restated in their entirety as follows.

Section 7 Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

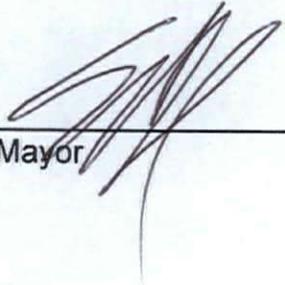
Section 14 Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner

arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
2. **Term**. Exhibits "B" through "B-2" of the Agreement are hereby amended to add Exhibit "B-3", which extends the Agreement to December 31, 2016. Exhibit "B-3" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-2".
 3. **Compensation**. Exhibits "C" through "C-2" of the Agreement are hereby amended to add Exhibit "C-3" to increase the hourly rate paid to Contractor to \$18.46 and increase the limit for the Contractor's total compensation by \$75,000 for a total not to exceed amount of \$265,000. Exhibit "C-3" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A".
 4. **No Other Amendments**. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

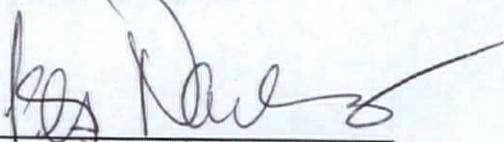
IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 19th day of May, 2015.

CITY OF REDONDO BEACH

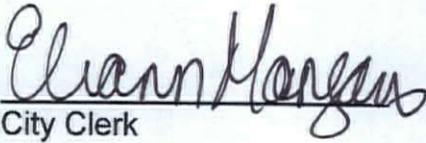


Mayor

CYPRESS SECURITY, LLC

By: 
Name: IKES NARDITAS
Title: CEO

ATTEST:



City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:



City Attorney's Office

EXHIBIT "B-3"

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall be extended for an eighteen month term, which shall commence on July 1, 2015 and expire December 31, 2016 ("Term"), unless otherwise terminated as herein provided.



EXHIBIT "C-3"

COMPENSATION

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

- A. **Amount.** Contractor shall be paid an hourly rate of \$18.46.
- B. **Not to Exceed Amount.** In no event shall Contractor's compensation exceed \$75,000 during the Term. Contractor's compensation shall not exceed \$265,000 during the cumulative term(s) of this Agreement.
- C. **Method of Payment.** Contractor shall provide invoices to City for approval and payment detailing the hours worked and services performed during the prior month. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- D. **Schedule for Payment.** Payments shall be made monthly, in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice.
- E. **Notice.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor

Cypress Security LLC
478 Tehama Street
San Francisco, CA 94103
Attention: Kes Narbutas, CEO

City

City of Redondo Beach
Community Services Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Joyce Rooney, Transit Manager



**SECOND AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CYPRESS SECURITY, LLC**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Cypress Security LLC, a California Limited Liability Company ("Consultant").

WHEREAS, on November 15, 2011, the parties hereto originally entered into the Agreement for Project Services between the City and Consultant (the "Agreement"); and

WHEREAS, on November 6, 2012, the parties hereto entered into the First Amendment to the Agreement ("First Amendment") to amend Exhibits "B" and "C", to extend the Agreement to June 30, 2014, and increase the limit for the total amount paid to Consultant to \$115,000; and

WHEREAS, the parties wish to amend the Agreement pursuant to Section 21 of the Agreement.

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

1. Term. Exhibits "B" and "B-1" of the Agreement are hereby amended to add Exhibit "B-2", which extends the Agreement to June 30, 2015 and provides that the Agreement may be extended for one subsequent annual term by the City Manager's written notice. Exhibit "B-2" 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-2".
2. Compensation. Exhibits "C" and "C-1" of the Agreement are hereby amended to add Exhibit "C-2" to increase the hourly rate paid to Consultant to \$17.80 and increase the limit for the Consultant's total compensation by \$75,000 for a total not to exceed amount of \$190,000. Exhibit "C-2" 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, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any



inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.



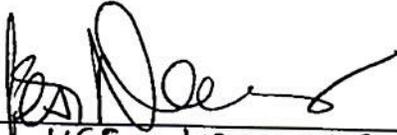
IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 6th day of May, 2014.

CITY OF REDONDO BEACH



Mayor

CYPRESS SECURITY, LLC

By: 
Name: KES NARBUTAS
Title: CEO

ATTEST:



City Clerk

APPROVED:

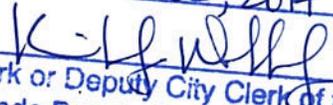


Risk Manager

APPROVED AS TO FORM:



City Attorney's Office

This is certified to be a true and correct copy of the original on file in this office.
Dated: JUNE 02, 2014
Attest: 

City Clerk or Deputy City Clerk of the City of Redondo Beach, California.



EXHIBIT "B-2"

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall be extended for an additional one year term, which shall commence on July 1, 2014 and expire June 30, 2015 ("Term"), unless otherwise terminated as herein provided. Upon City Manager's written notice to Consultant at least fifteen (15) days prior to the expiration of the Term, the Agreement shall automatically renew for one subsequent annual term, unless otherwise terminated as herein provided.



EXHIBIT "C-2"
COMPENSATION

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

- A. Amount. Consultant shall be paid an hourly rate of \$17.80.
- B. Not to Exceed Amount. In no event shall Consultant's compensation exceed \$75,000 during this annual term. Consultant's compensation shall not exceed \$190,000 during the cumulative term(s) of this Agreement.
- C. Method of Payment. Consultant shall provide invoices to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
- D. Schedule for Payment. Payments shall be made 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 the monthly invoice.





CERTIFICATE OF LIABILITY INSURANCE

CYPARSE-01

HBCT02

DATE (MM/DD/YYYY)

3/3/2014

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

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

PRODUCER License # 0564249
Heffernan Insurance Brokers
1460B O'Brien Drive
Menlo Park, CA 94025

CONTACT NAME:

PHONE (A/C, No, Ext): 1 (650) 842-5200

FAX (A/C, No): 1 (650) 842-5201

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Arch Specialty Insurance Company

21199

INSURER B: Everest Indemnity Insurance Company

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Cypress Security LLC
478 Tehama Street
San Francisco, CA 94103

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <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	X		BSPKG2088801	5/5/2013	5/5/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Damage Incl. <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BSPKG0235701	5/5/2013	5/5/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							COMP/COLL DED	\$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			BSPKG2088901	5/5/2013	5/5/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5300000911131	11/28/2013	11/28/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Commercial Crime			BSPKG2088701	5/5/2013	5/5/2014	Employee Dishonesty	100,000
A	Professional Liab.			BSPKG2088801	5/5/2013	5/5/2014	Agg:\$5M/Per Claim	1,000,000

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

Re: 415 Diamond Street, Redondo Beach, California 90277. Joyce L. Rooney, Transit Operations & Facilities Manager, City of Redondo Beach is named as additional insured on the General Liability Policy per attached endorsements. This certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER

Joyce L. Rooney, Transit Operations & Facilities manager City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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

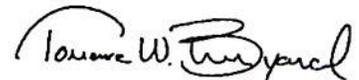
AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

POLICY CHANGE
NUMBER 7

POLICY NUMBER BSPKG2088801	POLICY CHANGES EFFECTIVE 2/18/2014	COMPANY ARCH SPECIALTY INSURANCE COMPANY
NAMED INSURED CYPRESS SECURITY, INC.		AUTHORIZED REPRESENTATIVE W. H. BROWNYARD CORPORATION
COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY COVERAGE PART		
CHANGES IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING FORMS ARE MADE PART OF THE POLICY AS PER THE ATTACHED. 1. CG20331001 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS- AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU. 2. CG20370704 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS 3. CG20101001 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS- SCHEDULED PERSON OR ORGANIZATION		
NO PREMIUM CHANGE 2/21/2014 JAS/jp		



Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an insured 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. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- 2. Exclusions**
- This insurance does not apply to:
- a. "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, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. "Bodily injury" or "property damage" occurring after:
- (1) 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 site of the covered operations has been completed; or
 - (2) 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
JOYCE L. ROONEY, TRANSIT OPERATIONS & FACILITIES MANAGER CITY OF REDONDO BEACH	415 DIAMOND STREET REDONDO BEACH, CALIFORNIA 90277
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization: JOYCE L. ROONEY, TRANSIT OPERATIONS & FACILITIES MANAGER CITY OF REDONDO BEACH 415 DIAMOND STREET REDONDO BEACH, CALIFORNIA 90277</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) 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 site of the covered operations has been completed; or
- (2) 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.



CERTIFICATE OF LIABILITY INSURANCE

CYPSEC-01

HBCT06

DATE (MM/DD/YYYY)

5/8/2014

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

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

PRODUCER License # 0564249
Heffernan Insurance Brokers
1460B O'Brien Drive
Menlo Park, CA 94025

CONTACT NAME:

PHONE (A/C, No, Ext): 1 (650) 842-5200

FAX (A/C, No): 1 (650) 842-5201

E-MAIL ADDRESS:

INSURED

Cypress Security LLC
478 Tohama Street
San Francisco, CA 94103

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Insurance Company 18058

INSURER B: Everest Indemnity Insurance Company

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		PHPK1169499	5/5/2014	5/5/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Damage Incl.			PHPK1169499	5/5/2014	5/5/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 1,000
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			PHUB458085	5/5/2014	5/5/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5300000911131	11/28/2013	11/28/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime			PHPK1169499	5/5/2014	5/5/2015	Employee Dishonesty 100,000
A	Professional Liab.			PHPK1169499	5/5/2014	5/5/2015	Agg:\$5M/Per Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: 415 Diamond Street, Redondo Beach, California 90277. Joyce L. Rooney, Transit Operations & Facilities Manager, City of Redondo Beach is named as additional insured on the General Liability Policy per attached endorsements.

CERTIFICATE HOLDER

Joyce L. Rooney, Transit Operations & Facilities manager City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
SECURITY SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for these extensions are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Watercraft	Used in Security Services only	2
Medical Payments	\$20,000	2
Medical Payments – Extended Reporting Period	3 years	2
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payments – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage for Employees	\$15,000	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	3
Additional Insured – Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured – Blanket Additional Insureds by Contract	Included	4
Limited Rental Lease Agreement Contractual Liability	\$50,000	5
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	6
Liberalization	Included	6
Bodily Injury – Mental Anguish	Included	6
Assault and Battery Coverage with Extended Property Damage	Included	6
Errors and Omissions Coverage	Included	7
Incidental Medical Malpractice	Included	9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions;
 - b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6.; and
 - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. Other Insurance, Paragraph b. Excess Insurance.
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$1,000,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. Aircraft, Auto Or Watercraft does not apply to security services performed on or about watercraft.

C. Medical Payments – Limit Increased, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. Insuring Agreement, Paragraph a., Item (b) is amended to read:

provided that:

 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and

D. Supplementary Payments

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, Items 1.b. and 1.d. are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Employee Indemnification Defense Coverage

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$15,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

F. Who is an Insured

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period;
2. Each of the following is also an Insured:
 - a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - b. **Managers and Supervisors** – If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented 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; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- d. **Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

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.

- e. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the 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;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- f. **Blanket Additional Insureds by Contract** – 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. Such person or organization 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:

(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.
- (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.

G. Limited Rental Lease Agreement Contractual Liability

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability:**

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.

This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

H. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer of Rights of Recovery Against Others To Us:**

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

I. Duties in the Event of Occurrence, Offense, Claim or Suit

- 1. When you report an "occurrence" (coverage for which is provided by this policy) to your compensation insurance carrier, and this "occurrence" later develops into a liability claim, failure to report such "occurrence" to us at the time of such "occurrence" shall not be deemed in violation of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit.**

This is upon the distinct understanding and agreement however, that you, the insured, as soon as made aware that this particular "occurrence" is a liability case, rather than a compensation case shall give us notification immediately.

- 2. The requirement in Condition 2.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:

- a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.
3. The requirement in Condition 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** 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:
- a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.

J. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance upon your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

K. Liberalization

If we revise this endorsement to provide more 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.

L. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

"Bodily injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

M. Assault and Battery with Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" resulting from the use of physical force to protect persons or property; or
- (2) Allegations of vicarious liability on the part of a Named Insured arising solely from the acts of your "employees." However, acts of your "employees" shall not include theft.

N. Errors and Omissions Coverage

- 1. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended by adding the following:

ERRORS AND OMISSIONS

This insurance applies to negligent acts, errors or omissions committed by you relating to your services described in the Declarations.

- 2. **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is amended by adding the following:

ERRORS AND OMISSIONS

The insurance that applies to "personal injury" includes negligent acts, errors or omissions committed by you relating to your services described in the Declarations.

- 3. **SECTION I – COVERAGES** is amended by adding the following:

COVERAGE D – ERRORS AND OMISSIONS LIABILITY

a. Insuring Agreement

- (1) We will pay those sums that the insured becomes legally obligated to pay as damages because of errors or omissions committed by you relating to your services described in the Declarations. However, we will have no duty to defend the insured against any "suit" seeking damages for errors or omissions committed by the Insured to which the insurance does not apply. We will have the right and duty to defend any "suit" seeking those damages. We may, at our discretion, investigate any claim or "suit" that may result. But:

- (a) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

- (b) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B, or D, or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D**.

- (2) This insurance applies only if the error or omission occurs during the policy period.

b. Exclusions

This insurance does not apply to:

- (1) "Bodily injury" or "property damage";
 - (2) "Personal and advertising injury";
 - (3) Intentional injury, nor injury arising out of willful violation of a penal statute or ordinance, committed by or with the knowledge or consent of the insured;
 - (4) Any claim seeking relief or redress in any form other than monetary damages;
 - (5) Any claim arising out of any insured's activities, or as a fiduciary, under the Employment Retirement Income Security Act of 1974, any amendments or any regulation or order issued thereto;
 - (6) Any claim arising from warranties or guarantees made by any insured;
 - (7) Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for damages:
 - (a) That the insured would have in the absence of the contract or agreement; or
 - (b) Assumed in a contract or agreement that is an insured contract;
 - (8) Liability arising from any fraudulent, dishonest, or criminal act of any insured;
 - (9) Liability arising from a claim made by a parent or subsidiary organization of the insured or another subsidiary organization of such parent or other subsidiary, nor any officer, director or "employee" of any of the above; and
 - (10) Any claim alleging, arising out of, resulting from, based upon or in consequence of, directly or indirectly, any employment practices or any discrimination against any person or entity on any basis; additionally, any actual or alleged violation of the Fair Labor Standards Act or any similar law or regulation applicable to the payment of wages or overtime.
- c. **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to read
SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D
- d. **SECTION III – LIMITS OF INSURANCE** is amended as follows:
- (1) Item 2. is replaced by the following:
 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B; and
 - d. Damages under Coverage D.
 - (2) Item 5. is replaced by the following:

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C,

because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and

c. Damages under Coverage D.

e. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4.** Other Insurance is amended as follows:

(1) The first paragraph is replaced by the following:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A, B, or D of this Coverage Part, our obligations are limited as follows:

(2) Paragraph b. Excess Insurance, Item (2) is replaced by the following:

When this insurance is excess, we will have no duty under Coverages A, B, or D to defend the insured against any claim or "suit" if any other insurer has a duty to defend the insured against that 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.

O. Incidental Medical Malpractice

We will pay for injury arising out of the rendering of or failure to render the following treatment or services by an "employee" for an accident occurring during the policy period:

1. First aid treatment including cardiopulmonary resuscitation (CPR); and
2. Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in 1. and 2. above.

**FIRST AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CYPRESS SECURITY, LLC**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Cypress Security LLC, a Limited Liability Company ("Consultant").

WHEREAS, on November 15, 2011, the parties hereto originally entered into the Agreement for Project Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement pursuant to Section 21 of the Agreement.

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

1. Schedule for Completion. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to extend the Project completion date to June 30, 2014. 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" to increase the limit for the total amount paid to Consultant to \$115,000. 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 First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

This is certified to be a true and correct copy of the original on file in this office.

DATED: 11/20/12

ATTEST: [Signature]
City Clerk of the City of Redondo Beach, State of California

C-1111-118-1



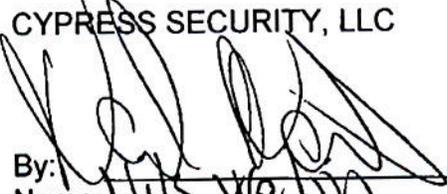
IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 6th day of November, 2012.

CITY OF REDONDO BEACH

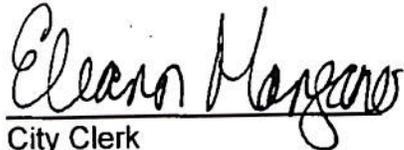


Mayor

CYPRESS SECURITY, LLC


By: _____
Name: WIS WEISS
Title: CEO

ATTEST:



City Clerk

APPROVED:



Risk Manager

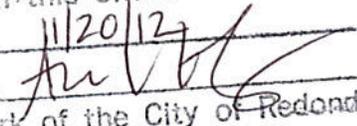
APPROVED AS TO FORM:



City Attorney's Office

This is certified to be a true and correct copy of the original on file in this office.

DATED: 11/20/12

ATTEST: 

City Clerk of the City of Redondo Beach, State of California



EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

Project shall be completed by June 30, 2014, unless otherwise terminated as herein provided.

This is certified to be a true and correct copy of the original on file in this office.

DATED: 11/20/12

ATTEST: [Signature]
City Clerk of the City of Redondo Beach, State of California

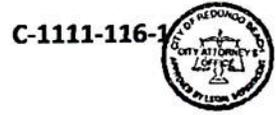


EXHIBIT "C-1"
COMPENSATION

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

A. Amount:

1. Consultant shall be paid an hourly rate of \$16.90.
2. Notwithstanding the above, the total amount paid to Consultant shall not exceed \$115,000.

B. Schedule for Payment: Payments shall be made 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.

C. Method of Payment: Consultant shall provide invoices to City for approval and payment. Invoices must be adequately itemized, detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

This is certified to be a true and correct copy of the original on file in this office.

DATED: 11/20/12

ATTEST: [Signature]
City Clerk of the City of Redondo Beach, State of California



**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CYPRESS SECURITY, LLC**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach ("City") and Cypress Security, LLC, a California limited liability company (hereinafter "Contractor" or "Consultant").

The parties hereby agree as follows:

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

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.

6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be 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. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the 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 Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor 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 Contractor on a fair and equitable basis. A written change order providing for such compensation for extra work shall be negotiated between the City and Contractor and executed by Contractor and the appropriate City official.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council as long as a written appeal is submitted to the City Manager within five (5) days after the staff's determination is received by Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

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

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement. Contractor may terminate this Agreement upon default by the City which is not cured within 30 days following written notice to the City stating the basis of such default.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials, and volunteers from and against any and all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorneys' fees and costs and expert witness fees), judgments, penalties, and liens of every nature arising or claimed to arise, directly or indirectly, out of Contractor's performance of work hereunder 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 caused by the sole negligent acts or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

15. Insurance. See Exhibit "D." Insurance requirements set forth in Exhibit "D" that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, non-discrimination laws and prevailing wage laws.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

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

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

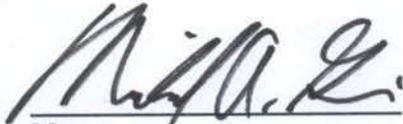
30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Federal Funding. In the event any portion of the consideration to be paid to Contractor shall be derived from federal sources, Contractor shall comply with all federal nondiscrimination regulations, which are herein incorporated by reference and made a part of this Contract.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

[SIGNATURES FOLLOW ON NEXT PAGE]

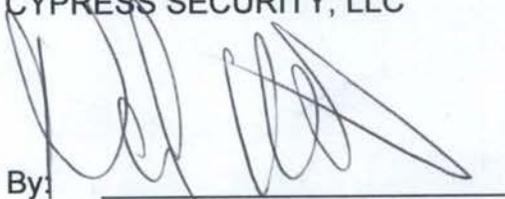
IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15th day of November, 2011.

CITY OF REDONDO BEACH

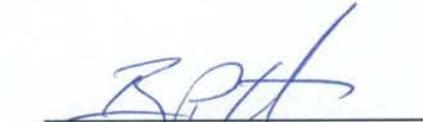


Mayor

CYPRESS SECURITY, LLC


By: _____
Nils Welin
Chief Executive Officer

APPROVED AS TO FORM:



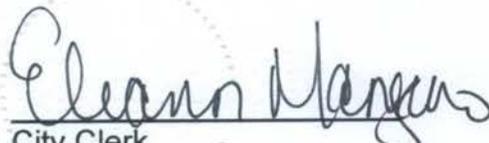
City Attorney's Office

APPROVED:



Risk Manager

ATTEST:



City Clerk

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Cypress Security shall provide on-site security to provide for the safety of passengers, vehicles, and facilities at the Redondo Beach Transit Center as outlined in the City's Request For Proposal (RFP) dated July 14, 2011, and Contractor's response dated August 16, 2011. The Contractor will implement measures for the protection of the transit customers, the community and transportation employees, as defined in Section VI. Performance Requirements and Standards of the RFP.

The Redondo Beach Transit Center is located at 1820 Kingsdale Avenue just south of Artesia Blvd., adjacent to the South Bay Galleria Mall. The Transit Center is an intermodal transit terminal facility servicing the western portion of the South Bay region of Los Angeles County.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Project shall be completed by June 30, 2013.

EXHIBIT "C"
COMPENSATION

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

A. Amount

- Hourly rate of \$ 16.90.
- In no event shall the total cost exceed \$ 46,000.

B. Schedule for Payment

Payments shall be made 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.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS (GENERAL)

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: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

FORM VIII-V
GENERAL LIABILITY ENDORSEMENT
CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

POLICY INFORMATION

Insurance Company PHILADELPHIA INSURANCE CO Policy Number PHPK716014
Policy Term (From) 5/5/11 (To) 5/5/12 Endorsement Effective Date 11-17-2011
Named Insured CYPRESS SECURITY, LLC
Address of Named Insured 452 TEHAMA ST, SF, CA 94103
Limit of Liability any One Occurrence/Aggregate \$ 1,000,000 / 5,000,000
General Liability Aggregate Applies Separately to This Project/Location: Yes No
Deductible or Self-Insured Retention (None unless otherwise specified): 1,000
Coverage is equivalent to Commercial General Liability occurrence form CG 0001: Yes No

POLICY AMENDMENTS

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

DEBBIE BEASLEY
(Name/Department)
MOC INSURANCE
(Company)
44 MONTGOMERY ST
(Address)
SF, CA 94104
(City/State/Zip)
800.951.0600 X 211
(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, PETER T. JOHNSON (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

[Signature]
Signature / Authorized Representative / Title
MOC INSURANCE SERVICES
Organization
44 MONTGOMERY ST, SF, CA 94104 800.951.0600 X 248
Address/Telephone
8.15.11
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2011

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

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

PRODUCER MOC Insurance Services License No. 0589960 44 Montgomery St., 17th Fl. San Francisco CA 94104	CONTACT NAME: Tracy Cink PHONE (A/C No. Ext): (415) 957-0600 FAX (A/C. No.): (415) 957-0577 E-MAIL ADDRESS: tcink@mocins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Cypress Security, LLC 452 Tehama Street San Francisco CA 94103	INSURER A: Philadelphia Indemnity Ins. Co. NAIC # 18058	
	INSURER B: Everest Indemnity Insurance Co. NAIC # 10851	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 11-12 Master (WC Renewal) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PHPK716014	5/5/2011	5/5/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 20,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COM/POP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY		PHPK716014	5/5/2011	5/5/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		PHUB344086	5/5/2011	5/5/2012	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		5300000911111	11/16/2011	11/16/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Commercial Crime		PHSD631165	5/5/2011	5/5/2012	Employee Dishonesty: \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Redondo Beach Transit Center, 1820 Kingsdale Avenue, Redondo Beach CA 90278

CERTIFICATE HOLDER Joyce L. Rooney, Transit Operations & Facilities Manager City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Tracy Cink/TCI 



Administrative Report

H.16., File # 22-4241

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

APPROVE AN HISTORIC PROPERTY PRESERVATION AGREEMENT WITH TERRY L. AND LEIGH W. GASPAROVIC, OWNERS, FOR THE PROPERTY LOCATED AT 719 ELVIRA AVENUE BEGINNING ON JUNE 7, 2022 FOR THE TERM OF TEN YEARS WITH AUTOMATIC RENEWAL EVERY YEAR THEREAFTER

EXECUTIVE SUMMARY

The Mills Act is a State law that enables cities to enter into agreements with the owners of officially designated historical buildings that, in exchange for assuring continued preservation, allow property owners to qualify for a property tax reduction. The property located 719 Elvira Avenue was designated as a landmark by the Preservation Commission on November 3, 2021. As such, this property qualifies for consideration of an Historic Property Preservation Agreement (aka Mills Act Agreement).

BACKGROUND

Since October 1992, the City Council has supported the approval of Historic Property Preservation Agreements with owners of properties designated as Local Historic Landmarks under the City's preservation program. This action was taken so that the Preservation Commission could outwardly promote the Mills Act to Redondo Beach property owners. This program has become the major incentive for property owners to apply for Local Historic Landmark designation under the City's Preservation Ordinance, and the number of Redondo Beach property owners interested in the Mills Act program has increased each year as more have become aware of its availability and potential tax benefits.

The subject property is located at 719 Elvira Avenue. The City's Historic Resources Survey identifies the property as a B-rated Craftsman built in 1924. Craftsman is the most prevalent historic architectural style in Redondo Beach. Character-defining features include a covered entry porch, horizontal wood siding and trim, wood double-hung windows, and a gable roof with exposed rafter ends. All of these features are exhibited on this house.

The main residence is 97 years old, far exceeding the minimum 50-year age requirement. The building is an ideal representation of the Craftsman architectural style. The property was also developed by a prominent settler of Redondo Beach with the Whiteside family connected to the Santa Fe train and the Redondo Beach School Board. Thus, the property is considered both architecturally significant and culturally significant for its connection to the Whiteside family. This structure reflects elements of the City's early cultural, social, and economic history, and it also serves

to make the property a valuable historical resource to the community. For all of these reasons, the property merits designation as a local historic landmark, and the Preservation Commission granted landmark status on November 3, 2021.

The proposed Historic Property Preservation Agreement is identical to other agreements previously approved by the City Council. The following is a description of the most pertinent provisions of the agreement.

The Mills Act requires that the initial term of the agreement be ten years. On the anniversary date of the agreement, it is automatically renewed for an additional year so that it has a continual ten-year time horizon. The City or the owner may call for the agreement to not be renewed prior to the anniversary date. If this happens, the agreement continues in effect until its current term expires, but the property will gradually be assessed more each year, incrementally raising the assessed value to match the market value until the agreement expires.

The agreement requires that the subject building be maintained and preserved in keeping with its historic character for the life of the agreement. As a designated landmark, exterior alterations will be subject to review and approval by the Preservation Commission. The Mills Act requires the agreement to "run with the property," and is binding upon subsequent property owners. The City may cancel the contract immediately (different from non-renewal) if it is found that the owner has failed to comply with the agreement's terms, or if the structure has been allowed to deteriorate to the point where it is no longer a qualified historical structure. Cancellation carries with it a penalty equivalent to 12.5 percent of the property's full market value.

The primary benefit of the agreement to the owners is the reassessment of the historical property by the County Assessor's Office based on a special formula within the Mills Act. The County Assessor, however, will not determine the actual reduction in assessed value until after the agreement is recorded.

Since the City's historic preservation program is completely voluntary, it is dependent upon providing tangible incentives to property owners. The Mills Act is proving to be the primary incentive that is encouraging owners to list their homes as landmarks and fulfill the program's objective of preserving Redondo Beach's historic character and identity. Since older homes are often in need of more upkeep, the tax benefits of the Mills Act provide owners with additional resources toward this objective.

COORDINATION

The preparation of the agreement has been coordinated with the City Attorney's Office.

FISCAL IMPACT

Based on reassessments which have been made for other properties in Redondo Beach with Mills Act agreements, a typical residence would be reassessed at approximately 60% of its current market value. This would reduce the owners' annual property taxes by approximately 40%. The actual amount of the tax reduction is dependent upon the property's current assessed value. For example, if the property is currently valued at \$1,000,000, the reduced property assessment would be in the range of \$600,000.

The City currently receives 16.6 percent of the total property taxes collected on a given property. Based on the above, the annual loss in property tax revenue to the City would be approximately \$660 for a \$1,000,000 property reassessed at \$600,000.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Historic Property Preservation Agreement with Landmark Resolution

**CITY OF REDONDO BEACH
HISTORIC PROPERTY PRESERVATION AGREEMENT**

THIS HISTORIC PROPERTY PRESERVATION AGREEMENT (this "Agreement") is made by and between the CITY OF REDONDO BEACH, a municipal corporation ("City"), and TERRY L. AND LEIGH W. GASPAROVIC, ("Owner") with reference to the following:

RECITALS

A. California Government Code Section 50280, et seq. authorizes cities to enter into contracts with the owners of qualified historical property to provide for the use, maintenance and restoration of such historical property so to retain its characteristics as property of historical significance;

B. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as 719 Elvira Avenue, Redondo Beach, California, (the "Historic Property"). A legal description of the Historic Property is attached hereto, marked as Exhibit "A" and is incorporated herein by this reference;

C. On November 3rd, 2021, the Preservation Commission of the City of Redondo Beach adopted Resolution No. 2021-11-PR-06 (Exhibit "C") thereby declaring and designating the Historic Property as a landmark pursuant to the terms and provisions of Chapter 4, Title 10 of the Redondo Beach Municipal Code, and subject to the execution and recordation of this Agreement;

D. City desires to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property;

E. Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on June 7, 2022 ("Effective Date"), and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended as provided in paragraph 2, below.

2. Renewal. On each yearly anniversary of the Effective Date of this Agreement (hereinafter referred to as the "renewal date"), an additional one-year term shall

automatically be added to the initial term of this Agreement unless a notice of nonrenewal ("Notice of Nonrenewal") is mailed as provided herein. If either Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written Notice of Nonrenewal upon the other party in advance of the annual renewal date of this Agreement. Such Notice of Nonrenewal shall be effective if served by Owner upon City at least ninety (90) days prior to the annual renewal date, or if served by City upon Owner, such Notice of Nonrenewal shall be effective if served upon Owner at least sixty (60) days prior to the annual renewal date.

3. Owner Protest of City Nonrenewal. Within fifteen (15) days of receipt by Owner of a Notice of Nonrenewal from City, Owner may make and file a written protest of the Notice of Nonrenewal. Upon receipt of such protest, the City Council shall set a hearing prior to the expiration of the renewal date of this Agreement. Owner may furnish the City Council with any information which the Owner deems relevant, and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual renewal date of this Agreement, withdraw its Notice of Nonrenewal. If either City or Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of this Agreement, whichever may apply.

4. Assessment of Valuation. Tax relief afforded to the Owner pursuant to Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code will require negotiation with the Los Angeles County Assessor's Office.

5. Standards for Historical Property. Owner shall preserve and maintain the Historic Property and its Character Defining Features according to the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the U.S. Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and the City of Redondo Beach Preservation Commission Design Guidelines. Character Defining Features include, but are not necessarily limited to, the general architectural form, style, materials, design, scale, details, mass, roof line, porch, and other aspects of the appearance of the exterior. The Secretary of Interior's Standards for Rehabilitation (attached hereto and marked as Exhibit "B") shall be incorporated herein by reference and constitute the minimum standards and conditions for maintenance, use, and preservation of the Historic Property. Such Standards shall apply to the property throughout the term of this Agreement.

6. Periodic Examinations. Owner shall allow reasonable periodic examinations, by prior appointment, of the exterior of the Historic Property by representatives of the County Assessor, State Department of Parks and Recreation, State Board of Equalization, and/or the City, as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

7. Provision of Information of Compliance. Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

8. Cancellation. City, following a duly noticed public hearing, as set forth in California Government Code Sections 50285, et seq., may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historic property. City may also cancel this Agreement if it determines that the Owner has failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled because of failure of the Owner to preserve, maintain, and rehabilitate the Historic Property as specified above, the Owner shall pay a cancellation fee to the state Controller as set forth by the provisions of Government Code Section 50286.

9. Destruction. Notwithstanding any provision of this Agreement to the contrary, the Owner may cancel this Agreement without payment of the cancellation fee set forth in Paragraph 8, if the existing single-family residence [the "Structure"] on the Historic Property is damaged by fire, earthquake, or other Act of God or accidental cause to the extent (1) the then fair market value of said Structure is reduced by 51 percent or more; or (2) 51 percent or more of said Structure's floor area is destroyed or irreparably damaged; or (3) 51 percent or more of the Structure's Character Defining Features are destroyed or irreparably damaged; or (4) that the cost to the Owner (exclusive of insurance proceeds) to restore the Structure to its prior condition would exceed \$10,000.00. If the Owner desires to cancel this Agreement under this Paragraph 9, written notice shall be given to the City within 90 days after such damage or destruction occurs.

In the event the Owner desires to cancel this Agreement due to the circumstances outlined in this Paragraph 9, either party may request a hearing before the City Council to determine (a) the extent of diminution of value, (b) the extent of the damage or destruction to the floor area of said Structure, and/or (c) extent of damage or destruction to the Character Defining Features of the said Structure. The City Council may refer any matter relating to (c) to the Preservation Commission for its findings and recommendations.

10. Enforcement of Agreement. City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement of violations of this Agreement. If such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days after the date of the notice of violation, or within such a reasonable time as may be required to cure the breach or default (provided that acts to cure the breach or default are commenced within thirty (30) days and thereafter diligently pursued to completion), then City may, without further notice, declare a default under the terms of this Agreement and bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, including, but not limited to, bringing an action for injunctive relief against the Owner or for such other relief as may be appropriate.

City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this Agreement. No waiver by City or any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

11. Binding Effect of Agreement. The Owner hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

12. Covenants Run With the Land. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that the value of the Owner's legal interest in the Historic Property may be affected thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

13. Notices. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City: Planning Division
 City of Redondo Beach
 415 Diamond Street
 Redondo Beach, CA 90277

To Owner: Terry and Leigh Gasparovic
 719 Elvira Ave.
 Redondo Beach, CA 90277

14. Effect of Agreement. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15. Indemnity of City. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Historic Property. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

16. Binding Upon Successors. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

17. Legal Costs. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

18. Severability. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

19. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California.

20. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Los Angeles.

21. Amendments. This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of the 7th day of June, 2022.

CITY OF REDONDO BEACH

OWNER(S)

William C. Brand, Mayor

By: Terry L. Gasparovic
Terry L. Gasparovic
Owner

By: Leigh W. Gasparovic
Leigh W. Gasparovic
Owner

ATTEST:

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.

Eleanor Manzano, City Clerk

State of California, County of Los Angeles
Subscribed and sworn to (or affirmed)
Before me this 17 day of May 2022
Terry L. Gasparovic
By Leigh W. Gasparovic

proved to me on
The basis of satisfactory evidence to be the
Person(s) who appeared before me.

APPROVED AS TO FORM:

Signature [Signature]

Michael W. Webb, City Attorney

ALEX LIRA
COMM. #2250251
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 16, 2022

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 94 of Knob Hill Tract, County of Los Angeles, State of California, as per map recorded in Book 5, Page 73 of maps, in the office of the County Recorder of Los Angeles County.

EXHIBIT "B"

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

EXHIBIT "C"
HISTORIC DESIGNATION RESOLUTION

RESOLUTION NO. 2021-11-PR-06

A RESOLUTION OF THE PRESERVATION COMMISSION OF THE CITY OF REDONDO BEACH APPROVING A LANDMARK DESIGNATION, CERTIFICATE OF APPROPRIATENESS, AND AN EXEMPTION DECLARATION FOR ADDITIONS TO AN EXISTING POTENTIAL HISTORIC RESOURCE LOCATED AT 719 S. ELVIRA AVENUE

WHEREAS, an application was filed on October 5, 2021, on behalf of Terry and Leigh Gasparovic (property owners) to request Landmark Designation and a Certificate of Appropriateness to permit the construction of rear additions to an existing potential historic resource pursuant to Chapter 4, Title 10 of the Municipal Code for the property located at 719 S. Elvira Avenue;

WHEREAS, notice of the time and place of the public hearing was given according to the requirements of law; and

WHEREAS, on November 3, 2021, the Preservation Commission of the City of Redondo Beach held a public hearing to consider the applications, at which time all interested parties were given an opportunity to be heard and to present evidence.

NOW, THEREFORE, THE PRESERVATION COMMISSION OF THE CITY OF REDONDO BEACH DOES HEREBY FIND AS FOLLOWS:

SECTION 1. The building meets the minimum eligibility requirement for landmark designation by being at least 50 years old in that evidence indicates that the building was constructed in 1924 and is currently 97 years old.

SECTION 2. The building embodies distinctive characteristics of a style, type, period, or method of construction, and is a valuable example of the use of indigenous materials or craftsmanship in that the building is a representative example of the Craftsman style of architecture which was the most prevalent architectural style during the early development of the City.

SECTION 3. This property reflects special elements of the City's cultural, social, and economic history. The residential structure was constructed on the property in 1924 by one of the earliest settlers in the area. This was during a time when Redondo Beach was a thriving resort with a growing residential community for working men and their families. This structure served as a home for working and middle class families who served the community. This property is representative of the early period of growth and development in Redondo Beach.

SECTION 4. Pursuant to Article 2, Chapter 3, Title 10, of the Redondo Beach Municipal Code, the proposed project has been determined to be categorically exempt from the requirements of the California Environmental Quality Act (CEQA), and an exemption declaration to this effect has been prepared and filed.

SECTION 5. As conditioned below, the proposed project conforms to the prescriptive standards adopted by the Preservation Commission and will not detrimentally alter, destroy or adversely affect any exterior improvement or exterior architectural feature.

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

SECTION 1. Based upon the findings contained herein, the Preservation Commission hereby approves the designation of the building and property at 719 S. Elvira Avenue as a historic landmark.

SECTION 2. Based upon the findings contained herein, a Certificate of Appropriateness is hereby approved for the rear second story addition and the rear first story porch addition at the existing residence in accordance with the submitted applications and plans to the extent specified and represented therein, except as such work may be amended or modified by conditions set forth below.

SECTION 3. This Certificate is approved on the basis of, and shall only be operative with, the applicant's compliance with the conditions listed below. Failure by the applicant or his/her successors in interest to comply with these conditions shall provide a basis for initiating enforcement proceedings pursuant to Article 7, Chapter 4, Title 10 of the Redondo Beach Municipal Code.

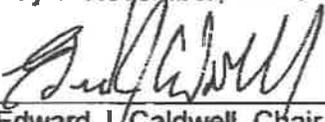
1. The approval granted herein is for the construction of a second story rear addition and a first story rear porch addition at the existing potential historic resource, as reflected on the application and plans reviewed and approved by the Preservation Commission at its meeting on November 3, 2021.
2. No other work is authorized herein. The precise design and architectural treatment of all structures, walks, walls, fences, landscaping and driveways shall not be altered without prior approval of the Preservation Commission or Planning Staff, as appropriate, and issuance of a Certificate of Appropriateness and other necessary permits. If additional work outside of the scope of work identified on the plans is necessary, the applicant shall immediately contact Planning Staff prior to starting any work.

3. The Planning Division shall be authorized to approve minor changes, and shall inform the Commission of any such changes.
4. The applicant shall comply with all applicable requirements and obtain all necessary permits from the Building Division, Engineering Division, Fire Department, and any other agency with jurisdiction over the project.
5. In the event of a disagreement in the interpretation and/or application of these conditions, the issue shall be referred back to the Preservation Commission for a decision. The decision of the Commission shall be final.
6. The Preservation Commission shall retain jurisdiction over the matter for the purpose of enforcing these conditions and for the purpose of modification thereof as circumstances may subsequently indicate.
7. Work performed shall be verified against plans submitted. If modifications to plans are necessary, amended plans shall be submitted prior to a change occurring, and subject to the approval of the Building and Planning Divisions as minor alterations, and the Preservation Commission, if deemed necessary for major changes.
8. Periodic inspections shall be scheduled with Planning Division staff to verify compliance with approved plans.
9. Prior to final inspection from the Building Division, the applicant shall schedule an inspection with Planning Division staff to review the completed work for conformance to the Certificate of Appropriateness. Any non-compliance or unauthorized deviations will be grounds for revocation of the Certificate of Appropriateness and/or subsequent cancellation of the Mills Act Contract.
10. Consistent with the Secretary of the Interior's Standards, the proposed improvements shall be differentiated from the historic structure, but compatible in size, scale, design, material, color, and texture.
11. Any project related maintenance, repair, stabilization, rehabilitation, preservation, conservation, or reconstruction of the historic building, including identified historic landscaping, shall be conducted in a manner consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitation, Restoring, and Reconstructing Historic Buildings* and the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*. Detailed design plans shall be submitted to the City's Planning Division, Planning Commission, and Preservation Commission for their review and approval prior to actual physical rehabilitation work.

12. All exterior materials on the original historic home shall remain wood and any features that are in disrepair shall be replaced with wood like-for-like in design.
13. The new westward gable roof element shall have exposed rafter ends with a similar design as the existing rafter ends.

FINALLY BE IT RESOLVED, that the Preservation Commission forward a copy of this resolution to the Planning Commission, City Council, all appropriate City departments, and any other interested governmental and civic agencies.

PASSED, APPROVED AND ADOPTED this 3rd day of November, 2021.



Edward J. Caldwell, Chair
Preservation Commission
City of Redondo Beach

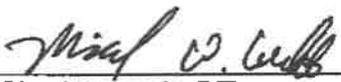
The foregoing resolution was adopted on November 3rd, 2021 by the following roll call vote:

AYES: Chair Caldwell, Commissioners Jackson, Taner, Matsuno, and Galassi

NOES: None

ABSENT: Commissioners McNearmy and Aziz

APPROVED AS TO FORM:



City Attorney's Office



Administrative Report

H.17., File # 22-4249

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE A THREE-YEAR AGREEMENT WITH COMMERCIAL BUILDING MANAGEMENT TO PROVIDE JANITORIAL SERVICES AT TEN CITY COMMUNITY CENTER, RECREATION AND LIBRARY FACILITIES FOR AN ANNUAL COST OF \$172,986 AND A TOTAL AMOUNT NOT TO EXCEED \$518,958, FOR THE TERM JULY 1, 2022 TO JUNE 30, 2025

EXECUTIVE SUMMARY

Award of this RFP would approve a three-year agreement with Commercial Building Management to provide janitorial services for the Alta Vista Park Community Center, Alta Vista Racquetball Courts, Anderson Park Senior Center, Main Library, North Branch Library, Perry Park Senior Center, Perry Park Teen Center, Recreation and Community Services Department Office Building, Veterans Park Senior Center and Wilderness Park Visitor Center. Services would be provided for a total three-year cost not to exceed \$518,958.

BACKGROUND

The City's five-year agreement with Commercial Building Management to provide janitorial services for the following ten City facilities expired on May 31, 2022:

- | | |
|----------------------------------|--------------------------------|
| Alta Vista Park Community Center | Perry Park Senior Center |
| Alta Vista Racquetball Courts | Perry Park Teen Center |
| Anderson Park Senior Center | North Branch Library |
| Community Services Dept. Offices | Veterans Park Senior Center |
| Main Library | Wilderness Park Visitor Center |

On April 18, 2022, the Financial Services Department solicited proposals for a new three-year agreement. Responses to RFP Number 2122-016 were as follows:

Ultimate Maintenance Services	\$974,820
Star Brite Building Maintenance	\$760,818
Commercial Building Maintenance	\$518,958

The figures shown above are not to exceed amounts for the three-year term of the agreement, based on monthly pricing for regular services, hourly pricing for special services, projected volumes of special services that will be required, and a 10% contingency.

The Public Works Department has reviewed the proposals and determined that the one submitted by Commercial Building Maintenance presents the best combination of experience, qualifications, references and pricing for the desired services. The company has provided the City with reliable, high quality janitorial services for the last five years. In addition, their proposed pricing is significantly lower than the other two proposers.

The annual cost of the agreement will be as follows:

Regular Maintenance	\$139,740
Special Services	\$17,520
10% Contingency	<u>\$15,726</u>
Total	\$172,986

The combined three-year cost of \$518,958 is approximately 8.9% higher than the City's current agreement. This is primarily attributable to increases in minimum wage and the cost of materials.

COORDINATION

The RFP process was coordinated with the Financial Services Department. The City Attorney's Office prepared and approved the agreement as to form.

FISCAL IMPACT

The annual cost for a three-year agreement for janitorial services at 10 City facilities will not exceed \$172,986, including a 10% contingency. Funding is available for the agreement in the Public Works Department's Building Occupancy Fund annual operating budget. The total three-year cost will not exceed \$518,958.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENT

Agreement

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND COMMERCIAL BUILDING MANAGEMENT, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Commercial Building Management, Inc., a California corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

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

* * * * *

GENERAL PROVISIONS

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

other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

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

City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor 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 Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor 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 Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination;

and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or

damage which was caused by the sole negligence or willful misconduct of the City. 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). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
 - a. Acknowledgement. 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. 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. 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 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections

1810, 1813 and 1815, and Contractor 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. 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 comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

b. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor 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. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

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

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

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 7th day of June, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

COMMERCIAL BUILDING MANAGEMENT,
INC., a California corporation

William C. Brand, Mayor

By: 
Name: Richard Dawes
Title: President

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES/CONTRACT SPECIFICATIONS

CONTRACTOR'S DUTIES

A. CITY FACILITIES

Contractor shall provide janitorial services as described in Section B of this Exhibit "A" for the following City facilities.

1. Alta Vista Community Center
715 Julia Avenue (4,479 square feet)
Redondo Beach, CA 90277
2. Alta Vista Racquetball Courts
715 Julia Avenue (2,451 square feet)
Redondo Beach, CA 90277
3. Anderson Park Senior Center
3007 Vail Avenue (4,200 square feet)
Redondo Beach, CA 90278
4. Main Library
303 North Pacific Coast Highway (49,387 square feet)
Redondo Beach, CA 90277
5. North Branch Library
2000 Artesia Boulevard (9,225 square feet)
Redondo Beach, CA 90278
6. Perry Park Senior Center
2308 Rockefeller Lane (3,450 square feet)
Redondo Beach, CA 90278
7. Perry Park Teen Center
2301 Grant Avenue (8,480 square feet)
Redondo Beach, CA 90278
8. Recreation and Community Services Facility
1922 Artesia Boulevard (8,400 square feet)
Redondo Beach, CA 90278
9. Veterans Park Senior Center
301 Esplanade (4,593 square feet)
Redondo Beach, CA 90277

10. Wilderness Park Visitor Center
1102 Camino Real (2,960 square feet)
Redondo Beach, CA 90277

B. REGULAR SERVICES

Contractor shall perform janitorial services as follows.

1. RESTROOMS

- a. Clean toilet bowls inside and outside with soap and water, and a disinfectant. Clean all plumbing fixtures daily.
- b. Clean sinks and fixtures daily.
- c. Clean walls and partitions weekly. Remove all graffiti (such as marks caused by pencil, crayon, etc.) immediately.
- d. Clean doors, kick-plates, and knobs inside and outside daily.
- e. Clean and polish all metal dispensers, including paper towel dispensers, toilet paper dispensers, and handicap rails daily.
- f. Clean all mirrors daily.
- g. Replenish all necessary supplies, including without limitation, two-ply toilet paper, hand towels, soap, and toilet seat covers daily. Provide sufficient supplies until the next servicing.
- h. Empty and sanitize trash receptacles daily. Size to fit the plastic liners to the receptacles and replace the liners daily.
- i. Mop floors with soap, water, and a disinfectant cleaning solution daily.

2. KITCHEN AREAS

- a. Clean sink and plumbing fixtures daily.
- b. Clean counter and surrounding areas daily.
- c. Empty and sanitize trash receptacles daily. Size to fit the plastic liners to the receptacles and replace the liners daily.
- d. Clean tables, chairs, cabinets, and other fixtures with water and detergent daily.
- e. Clean refrigerator, stove, and other appliances (exterior surfaces) daily.
- f. Clean the interior of microwave ovens (not stove) and cupboard doors daily.

- g. Spot clean walls, doors, and kick-plates weekly.
 - h. Sweep floors daily and mop, kick, and buff floors weekly.
 - i. Strip, scrub, wax, and buff floors every three (3) months.
 - j. Replenish hand towels and soap dispensers daily. Provide sufficient supplies until the next servicing.
3. MEETING ROOMS & OFFICES
- a. Clean tops and sides of circulation and reference desks daily and polish weekly.
 - b. Clean telephones (receiver and base of instrument) with disinfectant daily.
 - c. Clean and polish all metal, including but not limited to, frames, door handles, and railings daily.
 - d. Clean all interior glass partitions and interior door windows weekly and spot clean daily.
 - e. Empty and sanitize trash receptacles daily. Size to fit the plastic liners to the receptacles and replace the liners daily.
 - f. Dust shelves and fixtures from high to low twice weekly. Provide and maintain a dusting plan schedule.
 - g. Clean table tops, counters, including without limitation, wooden side panels and swinging gates daily and polish weekly.
 - h. Spot clean the inside of all windows up to 12 feet weekly.
 - i. Spot clean upholstered furniture daily.
 - j. Dust blinds weekly.
 - k. Clean all baseboards and end panels of shelving units monthly.
 - l. Clean all individual offices and phones daily. Dust desks, file cabinets, bookcases, and fixtures from high to low twice weekly.
 - m. Vacuum carpeted stairway daily. Sweep the service stairway daily.
4. ENTRANCES/LOBBY AREAS/CORRIDORS
- a. Sanitize and polish water fountains daily.
 - b. Clean the inside and outside door entrance glass daily.

- c. Clean all interior glass partitions weekly and spot clean daily.
 - d. Clean and polish all metal and wood including without limitation, frames, door handles, and railings daily.
 - e. Sweep the front entrance, doormats, and surrounding areas daily.
 - f. Empty, wipe clean, and sanitize trash receptacles, including those outside the front door daily. Size to fit the plastic liners to the receptacles and replace the liners daily.
 - g. Clean the outside of the display cases daily.
 - h. Clean side panels and the floors of the elevators on all levels daily. Clean and polish button panels, railing, and door tracks daily. Vacuum elevator door tracks daily.
5. MAIN LIBRARY STAFF LOUNGE DECK AND MEETING ROOM DECK
Sweep and pick up debris on deck surface daily and hose it down weekly.
6. CARPET SERVICES
- a. Clean all carpeted areas daily. Remove surface litter with a soft bristled broom or carpet sweeper. Brush the surface litter gently.. Use a lightweight vacuum cleaner daily.
 - b. Inspect carpet daily for spots, stains, or spills, and remove immediately in accordance with the manufacturer's recommendations.
 - c. Vacuum carpet thoroughly with a commercial type vacuum cleaner once a week. Heavily vacuum corridors and heavily traveled areas (identified by the City) two times per week.
7. TILE SERVICES
- a. Sweep all tiled areas with a treated dust mop.
 - b. Damp mop and keep clean the tiled and baseboard areas including cove base moldings.
 - c. Clean all tile, including glazed tile walls, unglazed tile floors, and quarry tile floors in accordance with the manufacturer's recommendations.
 - d. Power scrub all quarry tile surfaces on a quarterly basis.
8. ALTA VISTA RACQUETBALL COURTS COURT SURFACES

Dust mop all court surfaces.

9. QUARTERLY SERVICES

- a. Schedule quarterly services with the City designated representative.
- b. Strip and wax all vinyl composition tile (VCT) and linoleum floors quarterly.

10. SEMI-ANNUAL SERVICES

- a. Schedule semi-annual services with the City designated representative.
- b. Clean carpeting thoroughly using a dry extraction method in accordance with the manufacturer's recommendations.
- c. Clean blinds thoroughly and ensure the blinds are not bent or left askew.

11. ANNUAL SERVICES

- a. Schedule annual services with the City designated representative.
- b. Shampoo all upholstered furniture in accordance with the manufacturer's recommendations.

12. PERIODIC SERVICE DOCUMENTATION

After providing quarterly, semi-annual or annual services, provide written documentation of the services performed to the City designated representative.

13. SPECIAL INSTRUCTIONS

Act in accordance with the following special procedures.

- a. Use treated dust cloths.
- b. Not use deodorant cakes or sprays in urinals or toilet bowls.
- c. Keep all janitorial equipment and supplies in the janitorial closets. Ensure closets are always closed.
- d. Keep janitorial closets clean and orderly.
- e. Keep marked pathways clear to comply with the City Municipal Code.
- f. Keep janitorial closet door locked at all times during open hours.
- g. Clean all windows at no inconvenience to staff.
- h. After floors are cleaned, return all furniture to its original position in a neat and orderly fashion.

- i. Ensure Contractor's personnel does not use City library facilities, including telephones, copiers, desks, books, typewriters, and computers.
14. DAILY SERVICES SCHEDULE
- a. North Branch Library: Provide daily services after 8:00 PM Monday, Tuesday, Wednesday and Thursday and after 5:00 PM on Saturday.
 - b. Main Library: Provide daily services after 10:00 PM Monday through Thursday and after 6:00PM on Friday and Saturday.
 - c. Recreation and Community Services Administration Facility: Provide daily services after 7:00 PM Monday through Friday.
 - d. Remaining City Facilities. Provide daily services after 8:00 PM Monday, Tuesday, Wednesday, Thursday and Friday.
15. SPECIAL PROCEDURES
- a. LOCKING UP: Lock all suite entry door handles and deadbolts, and report any evidence of breach to the facility security manager and/or Public Works Building Manager.
 - b. REPORTING DAMAGES: Report any damage, breakage, and plumbing problems, graffiti, burned out light bulbs, and malfunctioning door hardware to the Public Works Facilities Manager.
 - c. MATERIAL SAFETY DATA SHEET BINDERS
 - 1. Provide and maintain Material Safety Data Sheet binders in the janitorial closets of the building.
 - 2. Clean equipment cords and ensure no marks are left on door jambs, furniture, or drywall outside corners.
 - 3. Deposit all recyclable paper into the dedicated three cubic yard recycle dumpster bin provided by the City. Break down all cardboard boxes prior to placing them in the recycling bin. Deposit general trash items into the remaining dumpsters.
 - 4. Label all dispensers and containers at all times with the manufacturer name, item name, instructions, and safety information.
 - 5. Keep a first aid kit in each janitorial closet at each building. Stock and maintain first aid kits by Contractor monthly.
 - 6. Turn off all lights in each of the facilities upon completion of janitorial service.

7. Designate a location at each site to post communications to Contractor's staff.
8. Schedule onsite inspections with the staff of the Library and Public Works Department at the beginning of each quarter.

16. EQUIPMENT, MATERIALS AND SUPPLIES

Furnish all equipment, tools, chemicals, cleaning solutions, floor finish, restroom deodorizers and other items (including without limitation two-ply toilet paper, paper towels, toilet seat covers, hand soap and plastic trash liners) to complete the services described herein.

C. ADDITIONAL SERVICES OUTSIDE STANDARD SCOPE

Upon City's request provide the following services.

1. HIGH PRESSURE WASHING: Provide high-pressure washing for sidewalks, parking stalls, concrete floors, walls, and the like.
2. PARKING LOT SWEEPING: Provide parking lot sweeping service using a mobile parking lot sweeper with a 2.25 cubic yard tank.
3. BACK-UP MAINTENANCE: Provide back-up maintenance services personnel to assist the City with maintenance functions at City facilities not described herein on an as-needed basis. The personnel must be available within 24 hours.
4. 24 HOUR EMERGENCY: Provide 24-hour emergency custodial services 365 days per year with a one-hour response time.
5. CARPET CLEANING: Provide carpet cleaning to other City facilities not described herein.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. This Agreement shall commence on July 1, 2022 and shall continue until June 30, 2025, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

A. AMOUNT

1. **MONTHLY AMOUNT:** Contractor shall be paid in the amount of \$11,645.00 monthly for the regular services described in Section B of Exhibit "A".
2. **HOURLY RATE:** Contractor shall be paid following hourly rates for the additional services described in Section C of Exhibit "A".

Additional Service	Hourly Rate
High Pressure Washing	\$ 50.00
Parking Lot Sweeping	\$150.00
Back-Up Maintenance	\$ 28.00
24 Hour Emergency	\$ 28.00
Carpet Cleaning	\$ 28.00

3. **NOT TO EXCEED AMOUNT:** In no event shall Contractor's total compensation exceed \$518,958 during the term of this Agreement. This compensation shall include all amounts paid under this Section A.

B. METHOD OF PAYMENT. Contractor shall provide monthly invoices to City for approval and payment. Invoices shall be based on the hours worked and services performed in the prior month. Invoices shall provide monthly fee, hours worked, description of services performed, and applicable hourly rate. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.

C. SCHEDULE FOR PAYMENT. City agrees to pay Contractor within thirty (30) days of City's receipt of monthly invoices; provided, however, that services are completed to the City's reasonable satisfaction.

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

Contractor: Commercial Building Management
600 S. Grand Avenue, Suite 111
Santa Ana, CA 92705
Attention: Hans Rodriguez

Email: cbmanagement327@gmail.com

City: City of Redondo Beach
Public Works Department
531 N Gertruda Ave, Redondo Beach, CA 90277
Attention: Rob Osborne

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or certified mail and the next business day if sent by email. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

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 above 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. All duties of Contractor under this Section shall survive termination of the Agreement.



Administrative Report

H.18., File # 22-4260

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE PURCHASE OF TWO 2023 POLICE VEHICLES FROM NATIONAL AUTO FLEET GROUP FOR USE BY THE POLICE DEPARTMENT PATROL DIVISION FOR A TOTAL COST OF \$174,580.11

EXECUTIVE SUMMARY

Staff is seeking authorization from the City Council to purchase two vehicles for the Police Department, Patrol Division. Both units are Patrol Sergeant vehicles, with built in mobile command posts. Both vehicles are at the end of their normal replacement cycles and have been approved for funding in Fiscal Year 2021-22. Competitive pricing for the vehicles has been secured through the City's regular purchasing procedures.

BACKGROUND

In June 2021, the City Council Approved Decision Package #55 -*Vehicle Replacement Purchases*, which set aside \$1,350,055 for the replacement of 22 City vehicles and equipment in the FY 2021-2022 Budget, including the funding for the two Police Patrol Sergeants vehicles recommended for purchase at this time.

The vehicles and equipment approved for replacement as part of the 2021-2022 FY Budget and the status of their acquisition is as follows:

<u>Year</u>	<u>Existing Vehicle</u>	<u>Assigned</u>	<u>Dept</u>	<u>Total Funding per Unit</u>	<u>Status</u>
2008	CHEVROLET SUBURBAN-EQ	OPS-SPEC-SRVS	F	\$133,000 (ADJ)	On Hold
2017	CHEVROLET TAHOE	PATROL-Sergeants	P	\$ 79,298	Recommended
2017	CHEVROLET TAHOE	PATROL-Sergeants	P	\$ 79,298	Recommended
2017	FORD UTILITY	PATROL	P	\$ 66,112	In Progress
2017	FORD UTILITY	PATROL	P	\$ 66,112	In Progress
2017	FORD UTILITY SLICK TOP	PATROL	P	\$ 65,717	In Progress
2017	DODGE RAM CHARGER SLICK TOP	PATROL	P	\$ 55,205	In Progress
2017	DODGE RAM CHARGER	PATROL	P	\$ 55,748	In Progress
2006	GMC CANYON P/U XTRA CAB	CODE ENF	PL	\$ 29,074	FY2022-23 DP#39
2007	GMC CANYON P/U XTRA CAB	BUILDING	PL	\$ 29,074	FY2022-23 DP#39
2008	FORD RANGER UNIT 378 MOUNTED T	UPLANDS MAINT	PW	\$ 18,869	FY2022-23 DP#39
1999	CATEPILLAR 3306 GENERATOR	SEWER	PW	\$ 150,969	FY2022-23 DP#39
1999	GENERAC 99A03799-S GENERATOR	BUILDING OCCUPANCY	PW	\$ 246,145	FY2022-23 DP#39
1999	ONAN 175DGFB GENERATOR*	BUILDING OCCUPANCY	PW	\$ 149,210	FY2022-23 DP#39
1999	GENERAC 98A06019-S GENERATOR	BUILDING OCCUPANCY	PW	\$ 96,804	FY2022-23 DP#39
1999	MQ POWER DCA-25SSIU	SEWER	PW	\$ 27,420	FY2022-23 DP#39

The vehicles recommended for approval are two Chevrolet Tahoes (units #651 and #652) for the Police Patrol Division. The new vehicles will replace existing vehicles that are at the end of their replacement cycles and were identified for replacement in the FY 2021-22 Budget. The vehicles would be purchased and delivered to the City in the next six to eight months.

As of the beginning of May, ten (10) vehicles and equipment scheduled for FY 2021-22 purchase were still unavailable. Thankfully replacement vehicles for units #651 and #652 are now available. Vehicle purchases have been hampered during the Fiscal Year by severe supply-chain issues across the sector.

The vehicles recommended for purchase would be acquired through the City’s regular purchasing procedures. The procedures contain a number of competitive purchasing options including the use of a “Piggyback” Bid which is a procedure of procuring goods or services by utilizing another public entity's recent Request for Proposal or Bid, or the Sourcewell Cooperative Purchasing Program. Cooperative purchasing programs provide valuable benefits to state and local governments. By attaching to national or regional cooperatives, an agency has immediate access to legitimately solicited contracts and guaranteed pricing and delivery options without expending staff resources on the preparation of its own RFB. Pricing is often attractive because of the purchasing power of these cooperatives.

The per vehicle cost, including full outfitting to equip the Patrol Sergeant’s vehicles as mobile command post for large incidents, is \$87,290.05. Given the rising costs of vehicles and outfitting being experienced across the sector, the appropriated Vehicle Replacement Fund balance is not sufficient to cover the total cost of the units. There is \$7,992 per vehicle funding gap. The Police Department has identified savings in the Patrol Division’s Maintenance and Operations budget to cover the shortfall. If approved, the two recommended vehicles in this report would be acquired via Sourcewell master vehicle contract #091521-NAFG.

COORDINATION

The Public Works Department coordinated this report with the Police Department.

FISCAL IMPACT

Funding for the purchase of the two vehicles, at a total cost of \$174,580.11, is available in the Vehicle Replacement Fund and was approved as part of the FY 2021-2022 Budget, via Decision Package #55 - *Vehicle Replacement Purchases*, in the amount of \$158,598, and from the Patrol Division's annual maintenance and operating budget, in the amount of \$15,984.11. There is no additional appropriation needed for the purchase of the two vehicles.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Quote from National Auto Fleet Group

National Auto Fleet Group

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

Unit# TBD

May 23, 2022

Ms. Andrea Delap
City of Redondo Beach
531 North Gertuda
Redondo Beach, Ca 90277
Delivery Via Email

Dear Ms. Delap,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Redondo Beach, new/unused 2023 Chevy Tahoe PPV 2WD responding to your requirement with the attached specifications for 44,250.74 plus Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 091521-NAFG.

	One unit MSRP	Selling Price	Total Savings	Extended units (2)	Total Savings
2023 Chevy Tahoe PPV 9C1 2WD	53,479.67	44,250.74	17.26%	88,501.48	18,457.86
Black and White Paint		1,250.00		2,500.00	
West Coast Upfit		33,947.94		67,895.88	
Sub Total		79,448.68		158,897.36	
Sales Tax		7,547.62		15,095.25	
Tire Tax		8.75		17.50	
Transport		285.00		570.00	
Total		87,290.05		174,580.11	

Terms are net 30 days.

Delivery 120-180 days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
Buzzard5150@gmail.com



WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
 UNIT "B"
 RIVERSIDE, CA 92507

Phone # 9517799257 info@wcls.us
 Fax # 951-779-9256 WCLS.US



PROPOSAL

Date	Estimate #
5/19/2022	12321

Name / Address
REDONDO BEACH P.D. 401 DIAMOND STREET,P.O. BOX 639 REDONDO BEACH, CA. 90277-0639

Terms	VEHICLE TYPE

Item	Description	Qty	Cost	Total
100/HOUR	>>TO INSTALL THE FOLLOWING IN A 2023 CHEVY TAHOE<< - CUSTOMER SUPPLIED MDC EQUIPMENT - CUSTOMER SUPPLIED HT CHARGERS LABOR TO INSTALL THE FOLLOWING	70	100.00	7,000.00T
BK0802TAH21	>>BUMPER<< 2021+ TAHOE PB450L4 BUMPER. FEDERAL SIGNAL MICROPULSE LIGHTS	1	921.5125	921.51T
FK0400TAH21	PB5 FENDER WRAPS ALUMINUM PB300/400	1	475.2625	475.26T
SHIPPING	SHIPPING OF SETINA PRODUCTS	1	100.00	100.00
VALR51J-CAL2	>>LIGHTING & SIREN EQUIPMENT<< 51" VALOR; RED/BLUE	1	2,500.00	2,500.00T
PF200S17B	SIREN/LIGHT CONTROLLER WITH 17 BUTTON CONTROLLER, 100/200 W, OBDII INTEGRATION CAPABILITY, INTEGRATED RUMBLER® CAPABILITY, AND INTEGRATED DUAL TONE CAPABILITY- MULTICOLOR CONTROL HEAD	1	948.00	948.00T
TEC23B	MIC EXTENSION CABLE FOR PATHFINDER	1	15.00	15.00T
ES100C	ES100C SPEAKER W/O BRACKET	1	170.00	170.00T
ESB-U	KIT, UNIVERSAL BAIL BRACKET , ALL VEHICLES	1	27.32	27.32T
OBDCABLE20-GMC...	20FT OBDII INTERFACE CABLE, FOR USE ON 2021+ CHEVY TAHOE	1	131.30	131.30T

Subtotal
Sales Tax (7.75%)
Total

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PROPOSAL

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5/19/2022	12321

Name / Address
REDONDO BEACH P.D. 401 DIAMOND STREET,P.O. BOX 639 REDONDO BEACH, CA. 90277-0639

Terms	VEHICLE TYPE

Item	Description	Qty	Cost	Total
RUMBLER-3	AMP / TIMER & 2-SPKRS	1	633.07	633.07T
RB-TAH21	RUMBLER BRACKET FOR A 2021+ CHEVY TAHOE	1	40.38	40.38T
MPS122U-RB	MICROPULSE ULTRA, DUAL COLOR, CLEAR LENS, SURFACE MOUNT- BLUE/RED >>REAR SIDE WINDOW LIGHTS<<	2	135.00	270.00T
MPSM12-LB	L-BRACKET FOR ONE MPS1200	2	10.87	21.74T
MPS62U-RB	MICROPULSE ULTRA 6, DUAL COLOR, CLEAR LENS, SURFACE MOUNT- RED/BLUE	2	88.00	176.00T
MPSM6-TA21RS1	2-HEAD MPS6U SPOILER BRACKET KIT 2021+ TAHOE	1	49.76	49.76T
MPS62U-RB	MICROPULSE ULTRA 6, DUAL COLOR, CLEAR LENS, SURFACE MOUNT- RED/BLUE >>UNDER HATCH LIGHTS<<	1	88.00	88.00T
MPS62U-BA	MICROPULSE ULTRA 6, DUAL COLOR, CLEAR LENS, SURFACE MOUNT- BLUE/AMBER >>UNDER HATCH LIGHTS	1	88.00	88.00T
CC-21TH-1008-OS	>>CONSOLE EQUIPMENT<< 2021+ TAHOE 18" WIDE BODY CONSOLE W/ OPEN STORAGE, 10 SLOPE/12" LEVEL - PATHFINDER -RADIO	1	513.00	513.00T
FM-21TH	CONSOLE MOUNT FOR 2021 TAHOE	1	0.00	0.00T
AC-INBHG	4" INTERNAL BEVERAGE HOLDER W/GROMMETS	1	35.10	35.10T
AC-SIDEARM-6	ALL PROFILE CONSOLE SIDE PLATE W/ 6" X 2" LEATHER ARM PAD	1	70.88	70.88T

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PROPOSAL

Date	Estimate #
5/19/2022	12321

Name / Address
REDONDO BEACH P.D. 401 DIAMOND STREET,P.O. BOX 639 REDONDO BEACH, CA. 90277-0639

Terms	VEHICLE TYPE

Item	Description	Qty	Cost	Total
1011B	15 AMP 12VOLT DC SOCKET	2	4.79	9.58T
1016B	DUAL USB SOCKET	1	18.33	18.33T
FP-BLUE-S3	2" FACEPLATE W/ 3 CUTOUTS FOR BLUE SEA 12V OUTLETS	1	16.90	16.90T
MMSU1	MAGNETIC MIC CONVERSION KIT	2	28.08	56.16T
C-DMM-3019	HEAVY-DUTY DASH MOUNT FOR 2021 CHEVROLET	1	338.84	338.84T
PKG-MD-ARM-0603	PACKAGE- SWIVEL ARM & SIDE POLE MOUNTS WITH 6" BASE, 3" EXTENSION	1	208.70	208.70T
C-KBM-202	HAVIS RUGGED KEYBOARD MOUNT AND ADAPTER COMBINATION	1	110.54	110.54T
FABRICATED	FABRICATION OF FREE STANDING GUN RACK	4	125.00	500.00T
SHIPPING	SHIPPING FOR HAVIS ITEMS	1	40.00	40.00
SC-1	SANTA CRUZ GUN LOCK S-C1 W STANDARD KEY	1	99.37	99.37T
SC-6	XL HANDCUFF STYLE GUN LOCK #2 KEY	2	162.29	324.58T
SC-1901	- FOR FRONT & REAR GUN RACKS SOLID ALUMINUM BUTT PLATE	2	28.59	57.18T
SC-7009-A	- FOR FRONT & REAR GUN RACKS ADJUSTABLE GUN LOCK TIMER	1	35.09	35.09T
FABRICATED	FABRICATION OF REAR GUN RACK	3	125.00	375.00T
TROY	>>COMMAND BOX & REAR STORAGE<< CP-UNIV-442220-MD - CUSTOM MADE COMMAND BOX	1	6,130.40	6,130.40T
CP-FSWB-MFD	33" W X 16" L, FULL-SIZE POP-UP COMMAND POST WHITE BOARD ACCESSORY	1	614.25	614.25T
SHIPPING	SHIPPING OF TROY PRODUCTS	1	200.00	200.00

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PROPOSAL

Date	Estimate #
5/19/2022	12321

Name / Address
REDONDO BEACH P.D. 401 DIAMOND STREET,P.O. BOX 639 REDONDO BEACH, CA. 90277-0639

Terms	VEHICLE TYPE

Item	Description	Qty	Cost	Total
FABRICATED	FABRICATION OF CUSTOM STORAGE EQUIPMENT IN BACK FOR ENTRY TOOLS AND GEAR STORAGE	1	5,500.00	5,500.00T
JOB MATERIALS	WOOD, METAL & POWDER COAT	1	450.00	450.00T
1011B	15 AMP 12VOLT DC SOCKET	1	4.79	4.79T
1016B	DUAL USB SOCKET	1	18.32	18.32T
1045B	4.8 DUAL USB CHARGER, INTELLIGENT DEVICE RECOGNITION ALLOWS RAPID CHARGING OF PHONES, TABLETS, OR OTHER MOBILE DEVICES, SOCKET MOUNT	1	33.00	33.00T
FP-BLUE-S3	2" FACEPLATE W/ 3 CUTOUTS FOR BLUE SEA 12V OUTLETS	1	16.90	16.90T
M84434RW	6 INCH 24 LED RED/WHITE DOME LIGHT- 3 POSITION SWITCH	2	53.24	106.48T
3SC0CDCR	COMPARTMENT LIGHT, WHITE - MOUNTED IN HEADLINER	2	64.74	129.48T
MMSU1	MAGNETIC MIC CONVERSION KIT	2	28.08	56.16T
	>>ELECTRICAL<<			
JOB MATERIALS	ELECTRONICS BOARD WITH CARPET	1	50.00	50.00T
WC-PFAC-2020	PATHFINDER ACCESSORY HARNESS REV B2	1	56.84	56.84T
WC-PFOP-2020	PATHFINDER OUTPUT HARNESS REV A2	1	77.02	77.02T
7189B	150 AMP BREAKER	2	29.30	58.60T
FABRICATED	FABRICATION OF DOUBLE BREAKER BRACKET	1	125.00	125.00T
5026B	FUSE BLOCK STBLADE 12 CIRC W/GND/CVR	1	35.27	35.27T
5028B	FUSE BLOCK ST BLADE 6 WITHOUT GROUND CIRCUIT	1	22.43	22.43T
5032B	FUSE BLOCK STBLADE DUAL 12 W/ GROUND/COVER	1	45.05	45.05T

Subtotal
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PROPOSAL

Date	Estimate #
5/19/2022	12321

Name / Address
REDONDO BEACH P.D. 401 DIAMOND STREET,P.O. BOX 639 REDONDO BEACH, CA. 90277-0639

Terms	VEHICLE TYPE

Item	Description	Qty	Cost	Total
LG-IN2033-B	PANORAMA LTD LOW PROFILE MIMO ANTENNA,CELLULAR,LTE,WIFI	2	308.80	617.60T
LGMM-EXT-R	MOUNTING PAD FOR XK-IN2033-B	2	40.56	81.12T
GPSB	MULTI-BAND GPS 2G/3G/4G/WLAN ANT	2	143.47	286.94T
ASFC-155-U2-S5	FLEXI 155MHZ/U2/S5 COMPRSD ANT	2	63.67	127.34T
C29F-5QMAP	WHIP CABLE	2	31.81	63.62T
C32SP-5QMAP	5m CS29 CABLE ASSY FME(f) - QMA(m) WIFI	2	51.08	102.16T
C23FP-5QMAP	5m CS32 CABLE ASSY SMA(m) - QMA(m) GPS CABLE	2	29.65	59.30T
SHIPPING	SHIPPING OF PANORAMA PRODUCTS	1	45.00	45.00
HLN6861D	STANDARD INSTALLATION TRUNNION KIT	2	52.84	105.68T
HLN6863B	MOTOROLA XTL500 ACC PLUG DATA CABLE	2	41.88	83.76T
HKN6169B	XTL5000 CONTROL CABLE 17FT - BLACK W/ BLUE STRIPE ON ENDS	2	85.67	171.34T
HKN4192B	MOBILE POWR CABLE 20 FT, 10AWG, 20AMP - RED/BLACK CABLE	2	47.52	95.04T
HSN4031B	SPEAKER MODULE ASSEMBLY, EXT SPKR 7.5W	3	62.92	188.76T
MB8U	3/4" HOLE NMO STYLE BRASS MT W/17' RG58U & NO CONNECTOR	1	16.28	16.28T
SLXPST-1500-12	1500W PURE SINE WAVE INVERTER	1	745.81	745.81T
SLXRC-300	REMOTE CONTROL W/25' CABLE FOR PST-1500/ PST-2000/ PST-3000	1	89.18	89.18T
9012B	SOLENOID L 250A 12/24V	1	145.47	145.47T

Subtotal
Sales Tax (7.75%)
Total

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PROPOSAL

Date	Estimate #
5/19/2022	12321

Name / Address
REDONDO BEACH P.D. 401 DIAMOND STREET,P.O. BOX 639 REDONDO BEACH, CA. 90277-0639

Terms	VEHICLE TYPE

Item	Description	Qty	Cost	Total
EVM-IDM308VS	IGNITION DELAY MODULE 30 MIN TO 8HRS - VOLTAGE SENSE	1	54.08	54.08T
DE1935-4273	LIND POWER SUPPLY, DELL	2	162.44	324.88T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC. - RUN HDMI CABLE FROM FRONT CONSOLE TO REAR COMMAND BOX - POWER STRIP - X2 CAT 6 FROM FRONT TO REAR	1	350.00	350.00T

ALL PROPOSALS WITH FEDERAL SIGNAL LIGHTING ARE SUBJECT TO A 5% SURCHARGE. IF CHANGES ARE MADE TO THIS PROPOSAL AFTER APPROVAL IT WILL RESULT IN A CHANGE ORDER.

PLEASE MAKE SURE YOU HAVE ALL CUSTOMER SUPPLIED PARTS WHEN VEHICLE IS DROPPED OFF. IF CUSTOMER SUPPLIED PARTS IS NOT COMPLETE, THIS WILL DELAY VEHICLE COMPLETION DATE. IF DELAYS CONTINUE, WE WILL SUPPLY NEEDED PARTS AT CUSTOMERS EXPENSE.

CALIFORNIA CERTIFIED SMALL BUSINESS #49878

NOTE: SALES TAX WILL BE CHARGED ON INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS OR UNDER 6 MONTHS SINCE

Subtotal	\$33,947.94
Sales Tax (7.75%)	
Total	

Vehicle: [Fleet] ~~2022~~ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial
2023



National Auto Fleet Group

Prepared By:

Kevin Buzzard
National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2022~~ ²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial ( Complete)

Selected Model and Options

MODEL

CODE	MODEL
CC10706	2022 ²⁰²³ Chevrolet Tahoe 2WD 4dr Commercial

COLORS

CODE	DESCRIPTION
GBA	Black

SUSPENSION PKG

CODE	DESCRIPTION
Z56	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar (Included and only available with (9C1) Police Vehicle.)

EMISSIONS

CODE	DESCRIPTION
YF5	Emissions, California state requirements

ENGINE

CODE	DESCRIPTION
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

TRANSMISSION

CODE	DESCRIPTION
MHS	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

GVWR

CODE	DESCRIPTION
C5Z	GVWR, 7200 lbs (3266 kg) (Included and only available with (9C1) Police Package. 2WD model only.)

AXLE

CODE	DESCRIPTION
GU5	Rear axle, 3.23 ratio

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Vehicle: [Fleet] ~~2022~~²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1FL	Commercial Preferred Equipment Group includes standard equipment

WHEEL TYPE

CODE	DESCRIPTION
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (Included and only available with (9C1) Police Vehicle.)

TIRES

CODE	DESCRIPTION
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)

PAINT

CODE	DESCRIPTION
GBA	Black

SEAT TYPE

CODE	DESCRIPTION
AZ3	Seats, front 40/20/40 split-bench (STD)

SEAT TRIM

CODE	DESCRIPTION
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle.)

RADIO

CODE	DESCRIPTION
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

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Vehicle: [Fleet] ~~2022~~ ²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
9C1	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only) *CREDIT*
AMF	Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
V03	Cooling system, extra capacity (Included and only available with (9C1) Police Vehicle or (NHT) Max Trailering Package. Not included when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.)
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle.)
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle.)
KX4	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
V76	Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle.)
J55	Brake system, heavy duty with front Brembo calipers and 16" front rotors (Included and only available with (9C1) Police Vehicle.)
—	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle.)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Vehicle.)
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit (Included and only available with (9C1) Police Vehicle.)
WUA	Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle.)
V53	Luggage rack side rails, delete (Included and only available with (9C1) Police Vehicle.)
—	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle.)
VK3	License plate front mounting package (Included on orders with ship-to-states that require a front license plate.)

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Vehicle: [Fleet] ~~2022~~²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION
UDA	OnStar deactivated (does not delete Bluetooth) *CREDIT*

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
ATD	Seat delete, third row passenger *CREDIT*
R7N	Not Equipped with Steering Column Lock see dealer for details (Beginning with start of regular production, October 2021, all vehicles will be forced to include (R7N) Not Equipped with Steering Column Lock, which removes Steering Column Lock.) *CREDIT*
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle.)
—	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle.)
AU7	Key common, fleet (Included and only available with SEO (6E2) Fleet Calibration or SEO (6E8) Fleet Calibration and (9C1) Police Vehicle.)
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle.)
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle.)
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle.)
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle.)
BCV	Lock control, driver side auto door lock disable (Requires (9C1) Police Vehicle.)
5T5	Seats, front cloth and second row vinyl (Not available with (A50) front bucket seats.)
5Y1	Front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (9C1) Police Vehicle. Also requires (BG9) Black rubberized vinyl floor covering. Not available with (A50) front bucket seats or (B30) color-keyed carpeting floor covering.)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION
—	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle.)
00Z	Not Equipped with Front and Rear Park Assist, see dealer for details (Vehicles built prior to January 24, 2022, include Front and Rear Park Assist. Certain vehicles built on or after January 24, 2022, will be forced to include (00Z) Not Equipped with Front and Rear Park Assist, which removes Front and Rear Park Assist. See the window label for the features on a specific vehicle.) *CREDIT*

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Vehicle: [Fleet] ~~2022~~ ²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION
VXT	Incomplete vehicle (Included and only available with (9C1) Police Vehicle. Included and only available with (ATZ) rear seat delete.)
—	Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle.)
6C7	Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle.)
6E8	Fleet Calibration provides a single key with a specific code that is common to the door locks of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E2) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years (Requires (AMF) Remote Keyless Entry Package. Includes (AU7) fleet common key and (9C1) Police Vehicle. Not available with SEO (6E2) Fleet Calibration.)
6J3	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle.)
6J4	Wiring, horn and siren circuit (Requires (9C1) Police Vehicle.)
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle.)
5J1	Calibration, keyless remote panic button and exterior lights/horn disable (Requires (9C1) Police Vehicle.)
5J3	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle.)
5J9	Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle.)
5LO	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle.)
6N5	Switches, rear window inoperative (rear windows can only operate from driver's position.) (Requires (9C1) Police Vehicle.)
6N6	Door locks and handles, inside rear doors inoperative (door can only be opened from outside) (Requires (9C1) Police Vehicle.)
7X2	Spotlamps, left- and right-hand Not available with SEO (7X3) left-hand spotlamp. Requires (9C1) Police Vehicle.)
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete deletes standard Daytime Running Lamps and automatic headlamp control features (Requires (9C1) Police Vehicle.)
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle.)
UN9	Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle.)
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle.)
UTQ	Theft-deterrent system content, disable, the alarm and horn become non-functional in an attempt of theft to the vehicle (Requires (9C1) Police Vehicle.)

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Vehicle: [Fleet] ~~2022~~ ²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

SHIP THRU CODES

CODE	DESCRIPTION
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly (Requires a Fleet or Government order type.) (Included with SEO (6C7) red and white front auxiliary dome lighting, SEO (6N6) door locks and handles, SEO (7X2) left- and right-hand spotlamps, SEO (7X3) left-hand spotlamp, SEO (T53) alternate flashing Red & Blue rear compartment lid warning lamps, SEO (UN9) Radio Suppression Package, SEO (6J3) grille lamps and siren speakers wiring, SEO (6J4) horn and siren circuit wiring and SEO (WX7) auxiliary speaker wiring.)

Options Total

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Vehicle: [Fleet] ~~2022~~ ²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension Package, Premium Smooth Ride (STD)

GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)

Automatic Stop/Start (Vehicles built between October, 2021 and December 12, 2021 with a V8 engine, will be forced to have (NSS) Not Equipped with Automatic Stop/Start, which removes Automatic Stop/Start, Engine control stop/start disable button and its content. Beginning with production starting December 13, 2021, (KL9) Automatic Stop/Start will be forced on as standard content. See dealer for details.)

Engine control, stop/start system disable button, non-latching (Vehicles built between October, 2021 and December 12, 2021 with a V8 engine, will be forced to have (NSS) Not Equipped with Automatic Stop/Start, which removes Automatic Stop/Start, Engine control stop/start disable button and its content. Beginning with production starting December 13, 2021, (ENL) Engine control stop/start disable button will be forced on as standard content. See dealer for details.)

Engine air filtration monitor

Fuel, gasoline, E15

Differential, mechanical limited-slip

Rear wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 730 cold-cranking amps with 80 amp hour rating

Alternator, 220 amps

Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

Mechanical Jack with tools

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Vehicle: [Fleet] ~~2022~~ ²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm)

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Luggage rack side rails, roof-mounted, Black

Assist steps, Black with chrome accent strip

Headlamps, LED

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

SiriusXM Radio delete

Infotainment display, 8" diagonal touchscreen

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)

Vehicle: [Fleet] ~~2022~~²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Interior

- Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)
- Keyless start, push button
- Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar
- Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar
- Seats, second row 60/40 split-folding bench, manual
- Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle.)
- Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
- Electronic Precision Shift
- Steering column, manual tilt and telescopic
- Steering wheel, urethane
- Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)
- Driver Information Center, 4.2" diagonal color display includes driver personalization
- Rear Seat Reminder
- Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)
- Keyless Open includes extended range Remote Keyless Entry
- Cruise control, electronic with set and resume speed
- Theft-deterrent system, content, electrical, unauthorized entry
- USB data ports, 2, one type-A and one type-C, located within center console
- USB charging-only ports, 4, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)
- Window, power with driver Express-Up/Down
- Window, power with front passenger Express-Up/Down
- Windows, power with rear Express-Down
- Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
- Air conditioning, rear
- Defogger, rear-window electric
- Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area
- Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel

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Vehicle: [Fleet] ~~2022~~ ²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Interior

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Hill Start Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, reduced intensity low beam

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An invehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Front and Rear Park Assist (Vehicles built prior to January 24, 2022, include Front and Rear Park Assist. Certain vehicles built on or after January 24, 2022, will be forced to include (00Z) Not Equipped with Front and Rear Park Assist, which removes Front and Rear Park Assist. See dealer for details or the window label for the features on a specific vehicle.)

Following Distance Indicator

HD Rear Vision Camera

Front Pedestrian Braking

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Vehicle: [Fleet] ~~2022~~ ²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Safety-Interior

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

Vehicle: [Fleet] ~~2022~~ ²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Window Sticker

SUMMARY

[Fleet] ~~2022~~ ²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial

MSRP:\$50,400.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CC10706	[Fleet] 2022 ²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial	\$50,400.00
OPTIONS		
00Z	Not Equipped with Front and Rear Park Assist, see dealer for details	(\$50.00)
1FL	Commercial Preferred Equipment Group	\$0.00
5J1	Calibration, keyless remote panic button and exterior lights/horn disable	\$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
5T5	Seats, front cloth and second row vinyl	\$0.00
5Y1	Front center seat (20% seat) delete	\$0.00
6C7	Lighting, red and white front auxiliary dome	\$170.00
6E8	Fleet Calibration	\$25.00
6J3	Wiring, grille lamps and siren speakers	\$92.00
6J4	Wiring, horn and siren circuit	\$55.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
6N5	Switches, rear window inoperative	\$57.00
6N6	Door locks and handles, inside rear doors inoperative	\$62.00
7X2	Spotlamps, left- and right-hand	\$1,340.00
9C1	Identifier for Police Package Vehicle	(\$4,150.00)
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete	\$50.00

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Vehicle: [Fleet] ~~2022~~ ²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

AMF	Remote Keyless Entry Package		\$75.00
ATD	Seat delete, third row passenger	Inc.	
AU7	Key common, fleet		\$0.00
AZ3	Seats, front 40/20/40 split-bench		\$0.00
BCV	Lock control, driver side auto door lock disable	Inc.	
C5Z	GVWR, 7200 lbs (3266 kg)	Inc.	
GBA	Black		\$0.00
GU5	Rear axle, 3.23 ratio		\$0.00
H1T	Jet Black, Cloth seat trim		\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen		\$0.00
J55	Brake system, heavy duty	Inc.	
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$0.00
MHS	Transmission, 10-speed automatic		\$0.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.	
R7N	Not Equipped with Steering Column Lock		(\$50.00)
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
RC1	Skid plate, front	Inc.	
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.	
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
UDA	OnStar deactivated (does not delete Bluetooth)		(\$85.00)
UN9	Radio Suppression Package, with ground straps		\$95.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
UTQ	Theft-deterrent system		\$50.00
V03	Cooling system, extra capacity	Inc.	
V53	Luggage rack side rails, delete	Inc.	
V76	Recovery hooks, 2 front, frame-mounted, Black		\$50.00
VK3	License plate front mounting package		\$0.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly		\$0.00

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Vehicle: [Fleet] ~~2022~~ ²⁰²³ Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

VXT	Incomplete vehicle	Inc.	
VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
YF5	Emissions, California state requirements		\$0.00
Z56	Suspension Package, heavy-duty, police-rated.	Inc.	
—	Capless Fuel Fill	Inc.	
—	Exterior ornamentation delete	Inc.	
—	Instrumentation, analog	Inc.	
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.	
—	Power supply, 50-amp, power supply, auxiliary battery	Inc.	
—	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.	
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.	
—	Seat belts, 3-point, all seating positions	Inc.	
—	Protected idle	Inc.	
SUBTOTAL			\$48,186.00
Adjustments Total			\$0.00
Destination Charge			\$1,795.00
TOTAL PRICE			\$49,981.00

FUEL ECONOMY

Est City:14 MPG

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

2023 Price Increase 7%

3,498⁰⁷

2023 MSRP

53,479⁰⁷

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Administrative Report

H.19., File # 22-4288

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE GRANT AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING & WATERWAYS FOR CONSTRUCTION OF THE BASIN 2 SEWER PUMP OUT STATION UPGRADE PROJECT, JOB NO. 50310

EXECUTIVE SUMMARY

Approval of the Grant Agreement with the State of California, Department of Parks and Recreation, Division of Boating & Waterways (DB&W) will provide an additional \$143,881 for construction of the Basin 2 Vessel Sewage Pump Out Station Upgrade Project, Job No. 50310. On May 17, 2022, the City Council approved a Grant Agreement for this project with the same agency for \$200,000. This second grant is being funded through the Clean Vessel Act (CVA). On December 14, 2021, the City Council awarded a contract to Bellingham Marine Industries, Inc. in the amount of \$2,990,267 for the construction of the Basin 2 Sewer Pump Out Station Upgrade Project and the Harbor Patrol Dock Replacement Project, Job No's 50310 & 70690. Funding for the Basin 2 Sewer Vessel Pump Out Station Project was appropriated from the Wastewater Fund and any unused Wastewater Funds will be returned to the Fund at the completion of the project.

BACKGROUND

Approval of the Second Grant Agreement will provide \$143,881 for the Basin 2 Sewer Pump Out Station Upgrade Project. As part of the project, the existing 400 sq. ft timber public sewer pump out dock and two existing guide piles will be removed and replaced with a new 1,200 sq. ft. concrete floating dock supported by five concrete guide piles. The new pump-out dock will be moved entirely outside of the inner breakwall and separated from the operational area of the Harbor Patrol dock, which is an important safety upgrade. In addition, the project will be combined with the rehabilitation the City's Harbor Patrol docks. The current Harbor Patrol dock system, consisting of a floating 2,800 sq. ft. timber dock and nine concrete guide piles, will be removed and replaced with a new 3,600 sq. ft. concrete floating dock supported by ten concrete guide piles.

On May 17, 2022, the City Council approved a Grant Agreement for this project with the same agency under a different program for \$200,000. This second grant is being funded through the Clean Vessel Act. On December 14, 2021, City Council awarded awarding a contract to Bellingham Marine Industries, Inc. in the amount of \$2,990,267 for the construction of the Basin 2 Sewer Pump Out Station Upgrade Project and the Harbor Patrol Dock Replacement Project, Job Nos 50310 & 70690. Competitive grant programs were pursued for the Basin 2 Vessel Sewer Pump Out Station Upgrade Project through California's DB&W. In April 2022, the City was notified that the project was awarded

a DB&W grant from the CVA sewage pump out program.

The grant program is administrated by the California DB&W and provides funding for facilities serving recreational boaters. The program is funded by the Wildlife and Sport Fish Restoration Program from the U.S. Fish and Wildlife service. The CVA grant will help fund the installation of marina pump out stations.

COORDINATION

Project design was coordinated with input from the Harbor Commission and the Fire, Public Works and Waterfront & Economic Development Departments. Project construction will be coordinated through the Public Works Department and the Waterfront & Economic Development Department, and will allow continuous Harbor Patrol operation. The Grant Agreement has been approved by the City Attorney's office.

FISCAL IMPACT

Approval of the Grant Agreement will provide an additional \$143,881 to CIP Job No. 50310.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Grant Agreement with the with the State of California, Department of Parks and Recreation State of California, DB&W

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: City of Redondo Beach

GRANT PERFORMANCE PERIOD is from: _____ through February 1, 2024.

GRANT AGREEMENT PERIOD is from: _____ through February 1, 2031.

PROJECT TITLE: Redondo Beach CVA Pumpout Installation (#1191) **GRANT NUMBER:** C8965468

The Grantee agrees to the terms and conditions of this grant, hereinafter referred to as Agreement, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California agrees to fund the total State grant of (\$143,880.92) identified in Exhibit B which is a part of the GRANT AGREEMENT consisting of: Exhibit A "Vessel Pumpout Facility Installation, Vessel Pumpout and Floating Restroom Operation and Maintenance Grant Agreement", pages 1-23. Exhibit B "City of Redondo Beach FY 2020/2021 CVA Pumpout Project Scope and Cost Estimate", page 1. Exhibit C "GTC 04/2017 General Terms and Conditions", pages 1-5, Exhibit D "CCC 04/2017 Contractor Certification Clauses" pages 1-4, and Exhibit E "California State Parks Division of Boating and Waterways Clean Vessel Act Grant Application", pages 1-31.

This Grant is funded by the U.S. Fish and Wildlife Sport Fish Restoration Program, administered by California Department of Parks and Recreation, Division of Boating and Waterways.

Total Federal FY20 award, F21AP00289 Coastal Clean Vessel Grant, to California is: \$1,057,500.00.

Grantee: City of Redondo Beach
Address: 415 Diamond Street
Redondo Beach, CA 90277

Agency: Department of Parks and Recreation
Division of Boating and Waterways
Address: PO Box 942896
Sacramento, CA 94296-0001

BY: _____
(Authorized Signature)

BY: _____
(Authorized Signature)

WILLIAM C. BRAND, MAYOR
(Printed Name and Title of Authorized Representative)

KEREN DILL, STAFF SERVICES MANAGER II
(Printed Name and Title of Authorized Representative)

Date _____

Date _____

**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANT C8965468	AMENDMENT NO	FISCAL SUPPLIER NO 0000011808		PROGRAM 2855015
AMOUNT ENCUMBERED BY THIS DOCUMENT \$143,880.92	FUND TITLE FEDERAL TRUST FUND (FY21AP00289)			AGENCY BILLING CODE NO 053709
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00	GL / APPROP REF / FUND 3790-101-0890	CHAPTER 6	STATUTE (ENY) 2020	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$143,880.92	RPTG STRUCTURE 37900709	ACCOUNT / ALT ACCOUNT 5432000 5432000000	ACTIVITY 68706	PROJECT 379068800200

VESSEL PUMPOUT FACILITY INSTALLATION,
VESSEL PUMPOUT AND FLOATING RESTROOM
OPERATION AND MAINTENANCE GRANT
AGREEMENT

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ARTICLE 1 - DEFINITIONS

- A. ALLOWABLE PROJECT COSTS means those permitting, planning, signage, labor, design, material and construction costs which are necessarily incurred by the Grantee for the purpose of completing the Project and are covered by the Grant as eligible Grant activities; such Project Costs shall not include any expenses incurred prior to the start of the Grant Performance Period of this Agreement nor any expenses incurred for ineligible activities unless otherwise noted in the Project Scope and Cost Estimate (Exhibit B).
- B. DATE OF ACCEPTANCE, for Installation Agreements, means the date specified on the Project Completion Certification and which denotes the beginning of the seven (7) year portion of the grant term in accordance with Article 2 of this Exhibit.
- C. DEPARTMENT means the Department of Parks and Recreation, Division of Boating and Waterways.
- D. GRANT means the funds provided pursuant to Harbors and Navigation Code Section 72.75 and the Federal Clean Vessel Act of 1992 (50 CFR Part 85) to finance all or part of the Project Costs.
- E. GRANT AGREEMENT means the agreement to which these standard terms and conditions are appended.
- F. GRANTEE means the person or entity identified as the Grantee on the face page of the Agreement.
- G. GRANT PERFORMANCE PERIOD means the time during which the grantee may carry out the work authorized by the grant agreement.
- H. OPEN AND AVAILABLE TO THE PUBLIC means that all users (public and private) shall have the same full and reasonable access to the facilities for the purpose of sewage disposal.
- I. PROJECT means the Project Scope attached and made part of the Agreement as Exhibit B.
- J. PROJECT AREA means the area described in Exhibit B within which the Project will be undertaken.
- K. PROJECT COMPLETION CERTIFICATION, for Installation Agreements, means

a fully executed Notice of Completion, or equivalent, which states the Grantee has accepted the Project as complete on a specific date (Date of Acceptance).

ARTICLE 2 - TERM OF AGREEMENT

- A. For Installation projects, the term of this Agreement, subject to the provisions for prior termination, shall begin on the first date of the Grant Performance Period of the Agreement and shall continue for seven (7) years from the date that the Project is accepted by the Department.
- B. This Agreement may be extended, amended, or canceled upon written agreement of both the Department and the Grantee.

ARTICLE 3 - GRANT

- A. The Department hereby grants up to one hundred forty-three thousand, eight hundred eighty dollars and ninety two cents (\$143,880.92), to the Grantee, for installation of the pumpout facility at King Harbor in compliance with the regulations of the Clean Vessel Act (50 CFR Part 85).
- B. The Grant shall not exceed SEVENTY FIVE PERCENT (75%) of the allowable Project Costs. The Grantee shall contribute the remaining TWENTY FIVE PERCENT (25%).
- C. The Grant provides for reimbursement with Federal Funds [FED CATALOG 15.616].
- D. The Project work shall be in accordance with the approved Project Scope and Cost Estimate, attached as Exhibit B which is made part of this Grant Agreement.

ARTICLE 4 - COMPLIANCE WITH LAW, REGULATION, AND POLICY

- A. Grantee shall comply with all applicable laws and regulations of the State of California, U.S. Fish and Wildlife Code of Federal Regulations (2 CFR 200, 50 CFR 85), Equal Opportunity (41 CFR 60-1.4(b)), Copeland "Anti-Kickback" Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" (37 CFR Part 401), Clean Air Act (42 U.S.C. 7401-7671q.), and the

Federal Water Pollution Control Act as amended (33 U. S.C. 1251-1387), Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbying amendment (31 U.S.C. 1352). Updated regulations are available at the U. S. Fish and Wildlife website <http://www.fws.gov/grants/resources.html>.

ARTICLE 5 - USER FEES (50 CFR 85.44)

- A. The Grantee may not charge a fee for the use of any floating restroom facilities covered by this Grant.
- B. The Grantee may charge a fee for the use of the pumpout facility constructed, operated, or maintained with the Grant: however; those fees may only be used to defray operation and maintenance costs incurred from the operation of the vessel pumpout facility. The Grantee may not charge a total fee in excess of \$5.00 for the use of the pumpout facility constructed without prior written approval of the Department. The \$5.00 fee may be increased or decreased annually in accordance with percentage changes in the United States Bureau of Labor Statistics Consumer Price Index (CPI) using the CPI index for December 1993 (436.8) as the base for any adjustment. Fees shall be equal for all users. However, members and customers may prepay for pumpouts within a fee structure, so that a separate fee for pumpouts at the time of use would not be needed for those members and customers.

ARTICLE 6 - PROJECT COMPLETION DATE

For all Installation projects, the Grantee shall complete the vessel pumpout facility project as described in the Project Scope, Exhibit B and hereinafter referred to as "Project" no later than February 1, 2024.

ARTICLE 7 - DISBURSEMENT OF GRANT

The Department shall provide a Grant to the Grantee up to the maximum amount stated on the face page of the Agreement, however: No funds shall be disbursed for work performed prior to the start of the Grant Performance Period of this Agreement. The Department shall have no obligation to disburse any of the Grant to cover construction costs unless and until the Grantee demonstrates that it has acquired all permits necessary to construct and operate the Project. The Department shall have no

obligation to disburse any of the Grant unless and until the Grantee provides the Department with copies of fully executed contracts for which it seeks reimbursement.

Grant disbursements to cover Project Costs shall be made in arrears as follows:

- A. Grantee shall request a Grant disbursement in arrears at least quarterly, but not more frequently than monthly, for any and all reimbursable expenses incurred during that period, using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing. Paid invoices or other evidence of Grantee's payment of Project Costs must accompany Grant disbursement requests. When Grantee's staff completes work, Grantee shall submit clearly identified signed time sheets noting hours worked towards this project, direct pay rates, including benefits are required, for each installer to substantiate that the minimum match requirement has been met.
- B. Grant disbursement requests shall be submitted in hardcopy to the Department in a form satisfactory to the Department. In the event no reimbursable expenses were incurred during a quarter, the Grantee shall report to the Department of any progress made on the Project, or explanation of no progress made on the Project, at least monthly.
- C. Grantee shall request final Grant disbursement no later than thirty (30) days following the Date of Acceptance of the Project by the Grantee.
- D. The Department may withhold any Grant disbursement if the Grantee fails to comply with any of the provisions of this Agreement.

ARTICLE 8 - SPECIAL PROVISIONS

- A. The pumpout facility constructed under this Grant shall be operated, maintained, and be open and available to the public for the full term of this Agreement.
 - 1. Operation of the pumpout facility shall be during normal business hours each day and availability shall not be hindered by locked enclosures, padlocks, pass keys, electronic keys, token systems, or other means.
 - 2. The pumpout facility constructed under this Agreement shall be equipped with an hour meter to record its usage.
- B. The floating restroom(s) operated and maintained under this grant shall be open and available to the public for the full term of this Agreement.

1. The floating restroom(s) shall not be moored, tied to, or located within or immediately adjacent to any marina. The intention of the floating restrooms is to provide sanitary facilities in locations that would not otherwise be available due to remote location, limited or no landside access, or rough topography.
- C. For vessel pumpout facility, the Grant recipient shall install signage that shall:
1. Indicate the presence of a pumpout facility. (State supplied sign),
 2. Acknowledge that the facility was constructed or improved with funds from the Clean Vessel Act. (State supplied sign),
 3. Provide appropriate information at the pumpout facility that indicates fees, restrictions, operation instructions, and a contact name and number if the facility is inoperable, and
 4. Provide notice on the pumpout facility that identifies the local city, county, local public health officer, or boating law enforcement officer responsible for enforcing the pumpout regulations in the local area.
- D. For floating restroom facility, the Grant recipient shall install signage that shall:
1. Acknowledge that the facility was constructed with funds from the Clean Vessel Act. (State supplied sign)
- E. Operation and Maintenance of Project
1. Because the Department has invested public funds in this facility, the Department has a vested interest in its success. The Grantee therefore shall ensure that the facilities are operated and maintained in a manner that will prevent discharge of any sewage to the waters of the State. The facilities shall be maintained in good working order, and they shall be regularly cleaned for the entire term of this Agreement.
 2. Facilities shall be subject to periodic die testing for the term of the grant agreement. This testing may be performed by representatives of DBW and/or marina staff. The purpose of the testing is to identify any previously undetected issues in the pumpout system and related plumbing to shoreline facilities so they can be addressed promptly as to prevent waterbody pollution and possible fines that may be imposed by

environmental agencies.

3. The Grantee shall be responsible for all costs of maintenance, management, control, and operation of the Project Area.
4. The Department and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the facilities to determine if the facility is being maintained according to the terms of this Agreement and the Maintenance Guidelines listed below.
5. The Grantee hereby authorizes the Department and its agents to periodically at all reasonable times enter the Project Area to inspect the grant funded improvements and publish the results as a part of its ongoing monitoring of California's sewage disposal network.
6. Failure by Grantee to maintain the facility according to this section is a breach of this Agreement and may subject the Grantee to Termination of this Agreement.
7. The Department and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area.
8. The Department and its agents may install upon the facilities equipment a monitoring device to record the operation and reliability of the Project under this Agreement.
9. The Grantee shall at a minimum maintain the facility in accordance with the Maintenance Guidelines below:
 - a) Vessel pumpout facilities shall be inspected daily for cleanliness, suction hose and nozzle conditions, discharge pipe condition, and general pump operating condition. All repairs shall be completed within 72 hours of identifying a need. Perform cleanup and maintenance as required.
 - b) Floating restroom facilities shall be inspected weekly for cleanliness, and general operating condition. All repairs shall be completed within 72 hours of identifying a need. Perform cleanup and maintenance as required.

- c) As recommended by the equipment manufacturer, perform preventative maintenance for all equipment according to the manufacturer's recommended schedule.
- 10. All Contracts issued by grantee for work related to this award shall comply with Federal requirements 2 CFR identified in section §§200.318 General procurement standards through 200.326 Contract provisions.
- F. Upon expiration of the Agreement, all improvements made by the Grantee shall become property of the Grantee.
- G. Grantee shall each year provide information about the use and reliability of the facilities in the form of a post-implementation evaluation report (PIER) provided by the Department and shall provide the results of the PIER to the Department no later than 30 days after receipt of the PIER.
- H. Notices required between the parties shall be deemed to have been given on the date they are mailed to the respective party's address herein, first-class postage fully prepaid thereon.

ARTICLE 9 - COST SHARING OR MATCHING (2 CFR 200.306)

- A. All shared costs, matching funds, and contributions, including cash and third-party in-kind contributions, shall meet all of the following criteria:
 - 1. Shall be clearly and specifically detailed in writing, and verified by Grantee,
 - 2. Shall not be included as contributions for any other Federal award,
 - 3. Shall be necessary and reasonable for accomplishment of Project or program objectives,
 - 4. Shall be allowable under Subpart E below,
 - 5. Shall not be paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for that program may be applied to matching or cost sharing requirements of other Federal programs,
 - 6. Shall be provided for in the approved budget when required by the Federal awarding agency, and

7. Shall conform to other provisions of this part, as applicable.
- B. Unrecovered indirect costs, including indirect costs on cost sharing or matching, may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.
- C. Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved Project or program. Rates for third-party volunteer services must be consistent with those paid for similar work by the non-Federal entity. In those instances, in which the required skills are not found in the non-Federal entity, rates must be consistent with those paid for similar work in the labor market in which the non-Federal entity competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.
- D. When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable and otherwise allowable, and indirect costs at either the third-party organization's approved federally negotiated indirect cost rate or, a rate in accordance with §200.414. Indirect (F & A) costs, paragraph (d), provided these services employ the same skill(s) for which the employee is normally paid. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donated services so that reimbursement for the donated services will not be made.
- E. Donated property from third parties may include such items as equipment, office supplies, laboratory supplies, or workshop and classroom supplies. Value assessed to donated property included in the cost sharing or matching share must not exceed the fair market value of the property at the time of the donation.

- F. The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.
- G. The value of loaned equipment must not exceed its fair rental value.
 - 1. For third-party in-kind contributions, the fair market value of goods and services must be documented and to the extent feasible supported by the same methods used internally by the non-Federal entity.
 - 2. For Institutes of Higher Education, see also OMB memorandum M-01-06, dated January 5, 2001, Clarification of OMB A-21 Treatment of Voluntary Uncommitted Cost Sharing and Tuition Remission Costs.

ARTICLE 10 - CONSTRUCTION OF PROJECT

- A. All contracts for the Project shall:
 - 1. Be awarded in accordance with all applicable laws and regulations, including but not limited to competitive bidding,
 - 2. Contain the following clause: "Representatives of the Department shall be allowed access to all parts of the construction work.",
 - 3. Contain a clause that the contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the Project and any work performed pursuant to the contract, and
 - 4. Contain a clause that requires the contractors to ensure the structural integrity and safety of the Project.
- B. Inspection reports and related inspection data shall at all reasonable times be accessible to the Department personnel, and all request for copies of such reports and data shall be provided to the Department by the Grantee.

ARTICLE 11 - WAIVER OF RIGHTS

Any waiver by either party hereto of its rights with respect to a default or any other matter arising in connection with the Agreement shall not be deemed to be a continuing waiver with respect to that default, or to any other default or matter.

ARTICLE 12 - PROJECT REPRESENTATIVES

The Grantee and the Department shall each designate, in writing, specific staff representatives for the purposes of communication between parties. Grantee's representative shall be confirmed by delegation of authority, signed by the person designated by Resolution to sign the Agreement or any amendments, and to make decisions concerning the Agreement.

ARTICLE 13 - REMEDIES NOT EXCLUSIVE

The use by either the Department or the Grantee of any remedy specified in this Agreement for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE 14 - OPINIONS AND DETERMINATIONS

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, or determination of either the Department or Grantee, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 15 - ASSIGNMENT, SALE, OR TRANSFER

- A. No assignment, sale, or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by Grantee shall be valid unless and until it is approved in writing by the Department and made subject to such reasonable terms and conditions as the Department may impose.
- B. Grantee shall require, as a condition of assignment, sale or transfer of the property on which the Project is constructed, that the assignee, purchaser or transferee of the property assume, in writing, in such manner as shall be satisfactory to the Department, the obligations of this Agreement. Failure to comply with this provision shall constitute a default and shall be grounds for Department to terminate this Agreement.

ARTICLE 16 - SUCCESSORS AND ASSIGNS OBLIGATED

This Agreement and all of its provisions shall apply to and bind the successors and

assigns of the parties to this Agreement.

ARTICLE 17 - TERMINATION

A. TERMINATION FOR CONVENIENCE

1. The Department may terminate this Agreement at any time for the convenience of the State upon thirty (30) days prior written notice, delivered by certified mail or in person to Grantee. Upon notice of such termination, Grantee shall, within thirty (30) days, return by check payable to the Department all unexpended Grant funds not previously approved for expenditure by the Department.
2. Grantee may terminate this Agreement at any time upon thirty (30) days prior written notice, delivered by certified mail or in person to the Department, provided, however, that upon any such termination of the Agreement Grantee shall, within thirty (30) days of such termination, reimburse by check payable to the Department all funds contributed by the Department to the Project on a prorated basis as determined by the Department.

B. TERMINATION FOR DEFAULT

The Department may at any time upon ninety (90) days prior written notice of default, and, when applicable, after having afforded Grantee an opportunity to cure any breach pursuant to Article 13 of this Exhibit, terminate this Agreement if the Grantee has failed to abide by any applicable provision of this Agreement. In such case, Grantee shall, within ninety (90) days of its receipt of a notice of termination, reimburse by check all funds contributed by the Department to the Project on a prorated basis as determined by the Department.

ARTICLE 18 - LIABILITY

- A. The Grantee waives all claims and recourse against the Department including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this Agreement.
- B. The Grantee agrees to indemnify, defend and hold harmless, the Department, its officers, agents and employees from any and all claims and

losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged in the performance of this Agreement or by any aspect of the Project during the term of this Agreement.

- C. The Grantee shall indemnify, hold harmless, and defend the Department, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability connected with or arising out of the acquisition, design, construction, operation, maintenance, existence or failure of the Project.
- D. If the Department is named as a co-defendant, the Grantee shall notify the Department and represent it unless the Department elects to represent itself. If the Department undertakes its own defense, it shall bear its own litigation costs, expenses, and attorney's fees.

ARTICLE 19 - WAIVERS

No delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver of that right, power, or privilege, nor shall any written waiver on the part of any party of any right, power or privilege under this Agreement, nor any single or partial exercise of any right, power or privilege under this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. A written waiver of any breach of any kind shall not be construed as a waiver of any subsequent breach of the same kind.

ARTICLE 20 - DISPUTE RESOLUTION

Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the Grantee and Department representatives normally responsible for the administration of this Agreement shall be brought to the attention of the Deputy Director of the Division of Boating and Waterways or the Deputy Director's designee. At the request of either party, the Department shall

provide a forum for the discussion of the disputed matter(s). If agreement cannot be reached, either party may assert its other rights and remedies within this Agreement in a court of competent jurisdiction.

ARTICLE 21 - WAIVER OF THE STATUTE OF LIMITATIONS

Grantee waives the benefit of any statute of limitations affecting its liability under this Agreement or the enforcement of this Agreement to the extent permitted by law.

ARTICLE 22 - NOTICES

Notices required between the parties shall be deemed to have been given when mailed to the respective addresses listed in this Agreement, first class postage fully prepaid thereon, unless otherwise required by law.

ARTICLE 23 - PRIOR TERMINATION

The Agreement shall terminate on the date specified in Article 6 of this Agreement if by such date (1) the Grantee has not met all conditions precedent to disbursement under this Agreement or (2) if the Department has disbursed no part of the Grant funds.

ARTICLE 24 - AUDIT

In addition to the audit requirements specified in other sections of this Agreement, Grantee understands and agrees that, as a recipient of Federal Funds, it must comply with all applicable audit requirements imposed by federal law, regulations or policy, including but not limited to the Single Audit Act and the reporting requirements set forth in 2CFR200, Subpart F.

ARTICLE 25 - IMPLEMENTATION OF PROJECT

All contracts for the Project shall be awarded in accordance with all applicable laws and regulations.

ARTICLE 26 - COMPLIANCE WITH FEDERAL REQUIREMENTS

Grantee shall comply with all applicable Federal laws, regulations, and policies, including those summarized in Part 523, Chapter 1 of the U.S. Fish and Wildlife Service Handbook. These requirements include provisions for nondiscrimination, environmental standards, historic and cultural preservation, and other

administrative guidelines, and are incorporated herein by this reference as if fully set forth.

ARTICLE 27 - OUTSIDE SERVICES (NON-EXCLUSIVITY)

DBW shall, at its sole discretion, have the right to obtain services relating to the subject and objectives of this Agreement outside the terms of this Agreement.

ARTICLE 28 - STATUS REPORTS

- A. Brief, monthly status reports shall be submitted by the Grantee describing work carried out during the previous month and discussing progress toward the objective of the Project. Discussion of any problems, delays or other difficulties encountered in the Project progress shall also be included in the status reports.
- B. Status reports shall be submitted by email or letter as closely as possible to the first working day of each calendar month.

ARTICLE 29 - MEETINGS

Upon the request of DBW, the Grantee shall participate in joint meetings with representatives of DBW to review the Project status. These meetings shall be held at the Grantee's premises or in Sacramento at DBW headquarters at the discretion of the DBW Project Representative.

ARTICLE 30 - REVISION OF BUDGET AND PROGRAM PLANS (2 CFR 200.308)

- A. The approved budget for the Federal award summarizes the financial aspects of the Project or program as approved during the Federal Award process. It may include either the Federal and non-Federal share (see §200.43 Federal share) or only the Federal share, depending upon Federal awarding agency requirements. It must be related to performance for program evaluation purposes whenever appropriate.
- B. Recipients are required to report deviations from budget or Project Scope or objective and request prior approvals from Federal awarding agencies for budget and program plan revisions, in accordance with this section.
- C. Grantees must request prior written approval from DBW for any of the following deviations of the proposed workplan; as described in attached Exhibit B.

1. Change in the scope or the objective of the Project (even if there is no associated budget revision requiring prior written approval).
2. Change in a key person specified in the application.
3. The disengagement from the Project for more than three months, or a 25 percent reduction in time devoted to the Project.
4. The transfer of funds budgeted for tasks defined in the workplan budget.
5. Changes in the approved cost sharing or matching provided by the Grantee.
6. Need arises for additional funds to complete the Project.

ARTICLE 31 - TERMS AND CONDITIONS

This Agreement is subject to the terms and conditions in this Agreement and in Exhibits A, B, C, D and E of this Agreement.

ARTICLE 32 - MANDATORY DISCLOSURES

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

ARTICLE 33 - GRANTEE IDENTIFICATION NUMBER

Each Grantee who enters into an Agreement with the State of California must provide their Federal Employee Identification Number (FEIN), or Social Security Number (SSN), whichever is applicable.

ARTICLE 34 - REPORTABLE PAYMENT IDENTIFICATION AND CLASSIFICATION

Grantee shall comply with State and Federal Reportable Payment Identification and Classification Requirements by fully completing the "Vendor Data Record" Std. 204. By signing this Agreement, Grantee understands and agrees that if Grantee does not fully complete the "Vendor Data Record" the State shall reduce the total Grant amount by twenty-one percent (21%) for federal backup withholding, and seven percent (7%) for state income tax withholding.

ARTICLE 35 - NATIONAL LABOR RELATIONS BOARD CERTIFICATION

By signing this Agreement, the Grantee affirms under penalty of perjury, that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Grantee or any of its contractors within the immediately preceding two year period because of Grantee's failure to comply with an order of a federal court which ordered the Grantee to comply with an order of the National Labor Relations Board (California Public Contract Code §10296).

ARTICLE 36 - INCORPORATION OF NONDISCRIMINATION CLAUSE

The Grantee shall include the nondiscrimination clause and its compliance provisions into all contracts and subcontracts to perform work under this Agreement.

ARTICLE 37 - STATEMENT OF COMPLIANCE

By signing this Agreement, the Grantee certifies under penalty of perjury under the laws of the State of California, unless specifically exempted, that it has complied with California Government Code §12990 and the California Code of Regulations, Title 2, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program.

ARTICLE 38 - NONDISCRIMINATION CLAUSE

- A. During the performance of this Agreement, the Grantee and all of its contractors and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, national origin, physical handicap, disability (including, but not limited to HIV and AIDS), cancer related medical condition, age, or marital status. Grantee and all of its contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employees and applicants for employment are free from such discrimination and harassment.
- B. Grantee and all of its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12900, et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.). The

applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated herein by reference, and made a part hereof as if set forth in full. Grantee and all of its contractors and subcontractors shall give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE 39 - ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTION

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award and related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
- C. The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

**ARTICLE 40 - EQUAL OPPORTUNITY CLAUSE
Federally assisted construction Grants.**

The applicant (Grantee) hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a Grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such Grant, contract, loan, insurance, or guarantee, the following equal opportunity clauses:

- 1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation,

gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Granting officer setting forth the provisions of this nondiscrimination clause.

2. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Granting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Granting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant or with any of such rules, regulations, or orders, this Grant may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government Grants in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Grantee will include the provisions of paragraphs (1) through (7) in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. The Grantee will take such action with respect to any contract, subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the Grantee becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.
 - A. The applicant (Grantee) further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant (Grantee) so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Grant.
 - B. The applicant (Grantee) agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency (Department) in the discharge of the agency's primary responsibility for securing compliance.

- C. The applicant (Grantee) further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction Grants or contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Grantees and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant (Grantee) agrees that if it fails or refuses to comply with these undertakings, the administering agency (Department) may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant (Grantee) under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant (Grantee); and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each of Grantee's nonexempt prime contractors or subcontractors shall include the equal opportunity clause in each of its nonexempt subcontracts.

- A. *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

- B. *Other incorporation*, The equal opportunity clause shall be considered to be a part of every one of Grantee's contracts and subcontracts and all such contracts and subcontracts shall be deemed to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

ARTICLE 41 - SUPERSEDING GENERAL TERMS AND CONDITIONS

- A. The reference to the Contractor in Exhibit C is the Grantee in this Agreement.
- B. Notwithstanding Paragraph 13 in Exhibit C, payment to Grantee for expenses shall be limited as specified in Article 7 of this Agreement.
- C. Paragraph 5 in Exhibit C is replaced by Article 18 of this Exhibit.

City of Redondo Beach CVA Pumpout Grant
Project Scope and Cost Estimate

Site Details: City of Redondo Beach operates King Harbor Marina located at 280 Marina Way, Redondo Beach on the Pacific Ocean in Los Angeles County California. The facility has 1,400 slips and 25 moorings with a 95% occupancy rate which includes 200 liveaboards. Approximately 200 transient vessels use the pumpouts each month; this is estimated to increase to 400 after the new pumpout installations are completed. The City is currently constructing a new 100-foot pumpout dock using, in part, federal Boating Infrastructure Grant (BIG) funding. The new dock will accommodate these two new pumpouts. The pumpouts will be publicly accessible 24 hours per day and connected to a public wastewater collection system.

Current Status: The public pumpouts are currently located on two separate docks; one on a 50-foot dock outside the bulkhead near the City Harbor Patrol facility and the other on a 45-foot finger attached to the City Harbor Patrol dock. Both pumpouts are aged and due for replacement.

Permits: The City has obtained necessary permits but permits require post-construction eel grass and Caulerpa surveys which will be included in the total project cost for this grant.

Pumpout Fees: The City does not charge for use of the pumpouts.

Cost sharing, proration for ineligible use and minimum required match: The Moffatt and Nichol cost estimate incorporated in Exhibit E page 29, indicates the total project costs for mobilization/demobilization/demolition, electrical, water, and signage are split 50% between the CVA grant and the City. The City is funding those costs as partial match to the BIG grant. The remaining 50% of these costs is attributed to this CVA pumpout grant, however, the City estimates that 5% of pumpout users will be non-recreational vessels and therefore, the total CVA project cost is further prorated by 5% to account for ineligible use. Minimum required matching funds is 25% of the total eligible project cost (total project cost less proration).

Project Scope: This grant will fund the purchase of two new pumpouts; labor for sewer installation and connection; associated electrical installation; associated water connections; signage; and species surveys.

Cost Estimate	
Description	Estimate
Pumpouts - (2 units)	\$46,315.79
Mobilization/Demobilization/Demolition	\$62,949.50
Electrical, Sewer and Water	\$85,108.50
Species Surveys	\$4,736.84
Signage	\$2,827.50
Total Project Costs	\$201,938.13
Less Proration - 5%	\$10,096.91
Eligible Total Project Cost	\$191,841.22
Less required match (25% of Eligible Total Project Cost)	\$47,960.31
Total Maximum Grant:	\$143,880.92

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person 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, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective GRANTEE to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>GRANTEE/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

GRANTEE CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** GRANTEE has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** GRANTEE will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and GRANTEE may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the GRANTEE has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: GRANTEE certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against GRANTEE within the immediately preceding two-year period because of GRANTEE's failure to comply with an order of a Federal court, which orders GRANTEE to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: GRANTEE hereby certifies that GRANTEE will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

GRANTEE agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: GRANTEE hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The GRANTEE agrees to cooperate fully in providing reasonable access to the GRANTEE's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial

Relations, or the Department of Justice to determine the GRANTEE's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, GRANTEE certifies that GRANTEE is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, GRANTEE certifies that GRANTEE is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: GRANTEE needs to be aware of the following provisions regarding current or former state employees. If GRANTEE has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent GRANTEE with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If GRANTEE violates any provisions of above paragraphs, such action by GRANTEE shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: GRANTEE needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and GRANTEE affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: GRANTEE assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE: An amendment is required to change the GRANTEE's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the GRANTEE shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Facesheet for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

4/27/2022

Vessel Pump-out Station FY 2021-22

General

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1. Applicant Information

- a. Applicant Name City of Redondo Beach
- b. Organizational Unit
- c. Address 1922 Artesia Blvd.
- d. Address 2
- e. City Redondo Beach State CA Zip 90802
- f. Federal ID Number 95-6000767 Reference No.
- g. Agency Type

- | | |
|--|---|
| <ul style="list-style-type: none"> <input checked="" type="radio"/> City <input type="radio"/> Nonprofit Organization - 501(c)(3) status only <input type="radio"/> District <input type="radio"/> Other Public Agency | <ul style="list-style-type: none"> <input type="radio"/> County <input type="radio"/> State Agency <input type="radio"/> Certified Community Conservation Corps <input type="radio"/> Private Inc/LLP |
|--|---|

h. Is your agency publically owned? Yes No

i. If you answered yes, please attach a Resolution from the Governing Body authorizing applicant to apply for funding.

[347 Resolution No. CC-2007-055.pdf](#)

2. Project Information

- a. Project Name Vessel Pump-out Station FY 2021-22
- b. Is implementing agency same as Applicant Yes No
- c. Implementing Agency Name
- d. Project Start Date Jul-01-2021 End Date Dec-31-2022
- e. Amount of Funds Requested \$149,775.00 Project Cost \$199,700.00

Facesheet for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

4/27/2022

FOR OFFICE USE ONLY: Version # _____

APP # 705367

3. Contacts

a. Authorized Representative

Name geraldine trivedi
 Title Program Administrator
 Mailing Address 415 Diamond Street
 City Redondo Beach State CA Zip 90277
 Telephone (310) 569-4141 - 3103180661 Fax
 E-mail Address geraldine.trivedi@redondo.org

b. Program Director

Name Jesse Reyes
 Title Administrative Analyst
 Mailing Address 401 Diamond St
 City Redondo Beach State CA Zip 90277
 Telephone (310) 379-2477 - 2391 Fax
 E-mail Address jesse.reyes@redondo.org

General Project Information for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

4/27/2022

General Project Information

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APP # 705367

Facility Information (1)

Facility Information - Page 1

1. Facility Name: Redondo Beach Public Pump Out Dock
2. Facility Address: 280 Marina Way
 City: Redondo Beach State: CA Zip: 90277
3. Facility Ownership:
 Private Commercial Private Non-Profit
 Public Other:
4. Facility Owner: City of Redondo Beach
5. Owner Address: 415 Diamond Street
 City: Redondo Beach State: CA Zip: 90277
6. Water body facility is located on: (name of harbor, river, etc.) King Harbor, Pacific Ocean
7. County
 Los Angeles

Facility Information - Page 2

8. Facility's NOAA chart coordinates:
 Latitude: 33°50'48.7"N Longitude: 118°23'55.7"W
9. Type of project: (check all that apply)
 New Construction Renovation Operation and Maintenance
10. Type of Facility:
 Marina Boatyard Yacht Club
 Other: (describe)
11. Describe this facility:
 Home Port Destination Stop-off for Tourists
12. Number of: 1400 Slips 25 Moorings 0 Dry Storage
 Occupancy rate: 95.00
13. Number of boats by size:
 0 20' to 25'-11" 835 26' to 39'-11" 560 40' to 64'-11" 5 over 65'
14. Estimate the average number of transient vessels that use your facility each month: 200

General Project Information for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

4/27/2022

15. Number of live-aboard vessels (residential boats): 200

16. Is there a Dump Station now at this site? Yes No

If yes, how many? 2

17. Is there a Pumpout now at this site? Yes No

If yes, how many? 2

Are they publically accessible? Yes No

18. If you answered yes to Questions 16, give coordinates for each pumpout and/or dump station:

Latitude	Longitute	Narrative
33°50'48.7" N	118°23'55.7" W	Existing Public Sewer Pump Out
33°50'48.3" N	118°23'55.2" W	Existing Shared/Public Sewer Pump Out and Harbor Patrol Facility

19. If you have pumpouts, estimate the number of total users per month: 400

Estimate the average number of transient vessels that will use the new pumpout after installation is complete: 200

Will this Pumpout be used by non-eligible vessels (liveaboards and/or commercial)? Yes No

If Yes, by what percentage? 5

20. Is this facility in a "No Discharge Zone"? (See Appendix B) Yes No

If Yes, Name of Zone:

21. Is this facility in the following areas (Check all that apply):

- Shellfish Harvest Area
- Sheltered Waters
- Waters of National Significance
- Waters of Significant Recreational Value
- Waters that do not meet State Designated Usage
- State and Federal Designated Nursery Areas of Indigenous Aquatic Life

22. Are landside restrooms available on-site: Yes No

Project Profile for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

4/27/2022

Project Profile

FOR OFFICE USE ONLY:

Version # _____

APP # 705367

Project Profile

Please Note: All recreational vessels must have reasonable access to pumpout and dump station facilities funded under this grant program.

1. Describe the project

The project will consolidate the two existing public sewer pump out docks in the King Harbor marina into a single facility that is more readily accessible and will accommodate larger recreational vessels. There are two pump out stanchions in the King Harbor marina. One is a 50 ft dock located on the opposite side of the bulkhead wall adjacent to the City Harbor Patrol facility. The second pump out is on a 45 ft finger attached to the City Harbor Patrol dock. The equipment is aged and is due for replacement. The project will combine these two pump out stations in a single new facility separate from the Harbor Patrol Dock. The new facility will have two new sewer pump out stanchions on a 100 ft long dock. This will accommodate more vessels and larger vessels than are served under the current configuration. The nearest facility that offers sewer pump out facilities is in Marina del Rey, which is more than 10 miles from the King Harbor marina. Providing new and better pump out equipment will promote better water quality within the harbor and align with the City's goal of environmental stewardship.

Project Profile - Page 2

2. Intended Placement and Location of Pumpout Equipment (provide area map):

- Fuel Dock Other Dock On Bulkhead
 Mobile Other (Specify):

Location Map

[22778_0_43_Project Location - CVA Grant.PNG](#)

3. How many hours per day will the pumpout facilities be available to the public? 24.00

4. Minimum water depth at proposed pumpout location.

(Average minimum depth during boat season): 13 ft.

5. Contents from boat holding tanks shall be discharged to:

- A public wastewater collection system
 A holding tank whereby sewage may be safely stored until it is taken in an authorized manner to an approved treatment facility
 Directly to an on-site septic system. Required: Submit documentation of approval from local health official certifying that sufficient sewage disposal capacity is available for the pumpout facility(ies).

If you selected 'Directly to an on-site septic system', please attach documentation of approval from local health official certifying that sufficient sewage disposal capacity is available for the pumpout facility(ies)

6. Do you plan to charge for pumpout use? Yes No

7. If yes to Question 6, how much will you charge (note: Federal funding limits the fee to \$5 maximum? \$

Project Profile for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

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Partnerships

Partnerships with others such as a local government, private sector, or other community based organizations are encouraged. List all organizations who will be participating with you on the project, their contact person, address, phone number, and their role in the project.

(Partnerships are groups/individuals who are providing financial assistance to the project either in cash, labor, or materials necessary to complete the project.)

Organization Name	Contact Name	Address	Telephone	Role
None	none	none	none	none

Permits

The applicant is responsible for obtaining all necessary State and local permits associated with their proposed project.

Please Note: Any project costs incurred including any permitting prior to an executed grant agreement will not be reimbursable under this grant.

All necessary permits must be issued prior to beginning of construction and a copy of each permit must be on file with the DBW before any request for reimbursement will be approved.

List those permits required for your project:

Name of Permit	Status	Date	Copy of Permit
City of Redondo Beach Conditional Use Permit	Approved		948_Resolution No 2020-03-HCR-01.pdf
City of Redondo Beach Harbor Commission Design Review	Approved		662_Resolution No 2020-03-HCR-01.pdf
Coastal Development Permit	Date of Consideration	12/16/2019	
Los Angeles Regional Water Quality Control Board - Section 401 Certification	Date of Consideration	01/06/2020	
US Army Corps of Engineers Permit	Date of Consideration	12/16/2019	

Project Cost Estimate for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

4/27/2022

Project Cost Estimate

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Estimated Costs and Funding

* Costs incurred prior to the effective date of the grant agreement are not allowable.

A. TOTAL PROJECT COSTS - For Replacement and Installation Grants

Cost Category - Replacement and Installation	Amount (\$)	Narrative
1. Cost of Pumpout	44,000.00	(Includes 95% Proration per Expected Usage)
2. Labor Costs	81,700.00	(Includes 95% Proration per Expected Usage)
3. Engineering Costs	69,500.00	(Includes 95% Proration per Expected Usage)
4. Permit Fees	4,500.00	(Includes 95% Proration per Expected Usage)
5. Federally Required Environment Compliance	0.00	CEQA, USACE Permit
6. Other Costs (Specify) (Miscellaneous)	0.00	Not applicable
Total Project Cost	199,700.00	

B. TOTAL PROJECT COSTS - For Operation and Maintenance Grants

Cost Category - Operation and Maintenance	Amount (\$)	Narrative
1. Labor		
2. Equipment		
3. Maintenance / Supplies		
4. Transportation		
5. Other Costs (Specify)		
Total Project Cost		

C. MATCH:

Minimum Match Required: 49,925.00

Grant applicants must provide a minimum of 25% of the total project cost for the new construction, rehabilitation, or operation and maintenance of the pumpout facilities. The 25% match can be cash, labor (as demonstrated with invoices or signed time sheets), materials provided, or a combination thereof.

Proposed Match	Amount (\$)
8. Cash Contributed	49,925.00
9. Value of any labor you will provide. (Attach a detailed breakdown)	0.00
10. Value of any materials you will provide.	0.00

Project Cost Estimate for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
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(Attach a detailed breakdown)	
11. Other (Specify) (Miscellaneous)	0.00
12. Total Match (Min of 25% of total project costs required)	49,925.00

Total Project Cost (Section A or B): 199,700.00

Total Grant Request (Section A or B - C): 149,775.00

D. ATTACHMENTS:

Attach a copy of all bids, estimates, and a description and value for any Project Cost and In-kind match (See #9 above) for this proposal.

Title	Attachment
Budget Summary - BIG and CVA Grants	12_CVA_Redondo Beach Budget Narrative JH.pdf

Appendix A for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

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Appendix A

FOR OFFICE USE ONLY:

Version # _____

APP # 705367

Terms and Conditions

APPENDIX A

TERMS AND CONDITIONS

IN SUBMITTING THIS PROJECT PROPOSAL, THE APPLICANT HEREBY ACCEPTS THE TERMS AND CONDITIONS SET FORTH AS FOLLOWS:

- A. No construction of additional slips or additional on-shore boating facilities are authorized by this grant.
- B. The marine pumpout/dump station shall be used for the collection of boat sewage only. No bilge or oily waste shall be collected in the marine pumpout/dump station.
- C. Plans and specifications prior to any new or reconstructed pumpout/dump facilities shall be submitted and approved (as required) to the local Health Department or Building Department prior to construction of the marine sewage pumpout/dump station and proof of such submission shall be submitted to DBW.
- D. Specifications for the pumpout equipment to be purchased under the grant must be submitted to DBW for review and approval prior to construction start-up.
- E. The design of the project is the responsibility of the applicant. All necessary permits must be secured by said applicant, who is responsible for compliance with all permit requirements, state and local codes, and the inspection of the project to insure compliance of materials, products, and workmanship with the approved plans and specifications.

 Periodic inspections and a final acceptance visit may be made by DBW to insure funds are properly spent. These visits will not include design/engineering adequacy nor State and Local code compliance as these items are the responsibility of the installer.
- F. Any changes to the approved grant work must be approved in writing by DBW prior to construction to be eligible for reimbursement.
- G. Two complete sets of the following documents must be supplied to DBW before a request for reimbursement can be processed:
 - 1. A wet-signed reimbursement request (cover letter) on company letter head identifying the grant agreement number, reimbursement amount requested, match provided, time period and description of work performed, and project status.
 - 2. An itemized statement of all project costs listing the amount spent on all permits, equipment, labor, or contractor or subcontractor.
 - 3. One (1) copy of any permit(s) required by applicable State and Local agencies.
 - 4. Copies of all invoices, cancelled checks (proof of payment), and signed time sheets which identify work performed.
- H. The applicant will post signage that includes: 1. Pumpout/Dump Station standardized sign which credits the U.S. Fish and Wildlife Service and DBW 2. Fees, restrictions, hours of operation, operating instructions, and a contact name and telephone number to call if the facility is inoperable.
- I. Unless otherwise stipulated in the grant agreement a maximum \$5.00 fee may be charged for the use of the pumpout and dump stations constructed with grant funds. All fees collected for the use of grant funded pumpout or dump stations shall be used solely for the operation and maintenance costs of the equipment.
- J. The applicant agrees to operate and maintain the proposed project in good working order, inclusive of necessary supervision for the full term of the agreement. The minimum term shall be seven (7) years from the

Appendix A for Vessel Pump-out Station FY 2021-22
Agency: City of Redondo Beach
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date of DBW acceptance or as otherwise stipulated in the vessel pumpout contract agreement, whichever is greater.

- K. If the applicant ceases to operate and maintain the completed project as pumpout/dump facility, or changes the integrity of the facility, grant funds paid by DBW shall be reimbursed to DBW by the applicant on a prorated basis.
- L. The applicant will:
1. Hold the State of California and its officers and agents free from damages that may result from the construction of the project and use of the facility;
 2. Accomplish, without liability to the State of California, any alterations or relocations, as required for sewer, water supply, or any other utility facilities.
- M. All recreational vessels must have reasonable access to pumpout and dump station facilities funded under this grant program. Grant funded facilities shall continue to be accessible for the full term of the grant period.
- N. Fees shall be equal for all recreational pumpout users at a facility open and available to the public. However, members and customers may prepay for pumpouts within a fee structure, so that a separate fee for pumpouts at the time of use would not be needed for those members and customers.
- O. All new construction, renovation, and operation and maintenance grants shall be subject to periodic die testing for the term of the grant agreement. This testing may be performed by representatives of DBW and/or marina staff. The purpose of the testing is to identify any previously undetected issues in the pumpout system and related plumbing to shoreline facilities so they can be addressed promptly as to prevent waterbody pollution and possible fines that may be imposed by environmental agencies.

Appendix B for Vessel Pump-out Station FY 2021-22
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Appendix B

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'No Discharge Areas' in the State of California**Appendix B****"NO DISCHARGE AREAS"****IN THE STATE OF CALIFORNIA****Federal law prohibits the discharge of any vessel waste into the following waters:**

1. LAKE TAHOE - PLACER AND EL DORADO COUNTY'S OF CALIFORNIA, WASHOE, STOREY, AND DOUGLAS COUNTY'S OF NEVADA
2. MISSION BAY - SAN DIEGO COUNTY
3. SAN DIEGO BAY - SAN DIEGO COUNTY (Less than 30 feet mean lower low water)
4. OCEANSIDE HARBOR - SAN DIEGO COUNTY
5. DANA POINT HARBOR - ORANGE COUNTY
6. UPPER AND LOWER NEWPORT BAY - ORANGE COUNTY
7. SUNSET AQUATIC PARK (SUNSET BAY) - ORANGE COUNTY (Inland of Pacific Coast Highway Bridge)
8. HUNTINGTON HARBOR - ORANGE COUNTY
9. CHANNEL ISLANDS HARBOR - VENTURA COUNTY
10. AVALON BAY HARBOR - LOS ANGELES COUNTY
11. RICHARDSON BAY HARBOR - MARIN COUNTY

Appendix C for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
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Appendix C

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Risk Assessment Questionnaire

Appendix C

Risk Assessment Questionnaire

1. History - List previous federally funded projects at your facility.
 No past federally funded projects for this facility are known at this time.
2. Staff - Describe level and qualifications of key staff that will be managing the federally funded project.
 Geraldine Trivedi - Civil Engineer, experience working on various City projects related to waterfront development.

 Andrew Winje - City Engineer, experience working on various City projects related to waterfront development.
3. Performance - Describe results of past federally funded projects. Include outcome of deliverables, if schedules were met and if scope items were completed as planned.
 Not Applicable.
4. Reporting - Describe your agencies experience in providing project status reports to DBW in a timely manner.
 No prior experience.
5. Audit History - Describe any adverse/disclaimer audit findings of your agency. Has your agency been found to have internal control issues or been found to be non-compliant with federally funded programs regulations. Include any requirement to submit an A-133 report to the Single Audit Clearing House.

 The City of Redondo Beach was required to submit the most recent Single Audit Report and Comprehensive Annual Financial Report for fiscal year 2018-2019 to the Federal Audit Clearinghouse and the California State Controller's Office. It is available on the Federal Audit Clearinghouse Single Audit Database website under the City's EIN 952662063 or upon request. There were no audit findings reported for the fiscal year.

Appendix D for Vessel Pump-out Station FY 2021-22
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Appendix D

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Debarment and Suspension Certification

Appendix D

Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

The Code of Federal Regulations requires that any recipient of federal funding (grantee, vendor, etc), must be free from department or suspension by any federal agency. Therefore, both the grantee and its vendors/supplies must certify as such. This certification must be provided by grantee when submitting the application for funding. Certification by vendors/suppliers is required prior to execution of grant agreement.

Provide a signed and dated statement on grantee letterhead certifying the following:

(Applicants Name and Title), under penalty of perjury, I certify that, except as noted below, (owner) or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

Has not been suspended, debarred, voluntary excluded or determined ineligible by any federal agency within the past three (3) years;

Does not have a proposed debarment pending; and

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Please upload the signed statement as specified above

975 Disbarment and Suspension Certification.pdf

If there are any exceptions to this certification, attach to certification letter.

For any exception noted in the attachment, indicate to whom it applies, initiating agency, and dates of action.

Exceptions will not necessarily result in the denial of award, but will be considered in determining bidder responsibility. The signed letter will become part of the Application.

Certifications for Vessel Pump-out Station FY 2021-22
Agency: City of Redondo Beach
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Certifications

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Certification

I certify that I am the authorized representative for this organization, the above is true and correct, and I hereby submit this application for consideration for federal funding:

Signature: geraldine trivedi

Date: 04/21/2022

Name: geraldine trivedi

List Of Attachments for Vessel Pump-out Station FY 2021-22
 Agency: City of Redondo Beach
 Application: Vessel Pump-out Station FY 2021-22

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Attachments Index

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#	Section	Title	File Name
1	Vessel Pump-out Station FY 2021-22	347_Resolution No. CC-2007-055.pdf	22635_0_347_Resolution No. CC-2007-055.pdf
2	Project Profile	43_Project Location - CVA Grant.PNG	22778_0_43_Project Location - CVA Grant.PNG
3	Project Profile	948_Resolution No 2020-03-HCR-01.pdf	22801_3_948_Resolution No 2020-03-HCR-01.pdf
4	Project Profile	662_Resolution No 2020-03-HCR-01.pdf	22801_4_662_Resolution No 2020-03-HCR-01.pdf
5	Project Cost Estimate	12_CVA_Redondo Beach Budget Narrative_JH.pdf	29856_0_12_CVA_Redondo Beach Budget Narrative_JH.pdf
6	Appendix D	975_Disbarment and Suspension Certification.pdf	22695_0_975_Disbarment and Suspension Certification.pdf

RESOLUTION NO. CC-2007-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING AN APPLICATION FOR GRANT FUNDING THROUGH CALIFORNIA STATE PARKS FOR CONSTRUCTION OF THE REDONDO BEACH PUBLIC SEWAGE PUMP OUT DOCK IMPROVEMENTS LOCATED AT 280 MARINA WAY, WITHIN THE CITY'S COASTAL ZONE

WHEREAS, the City of Redondo Beach is proposing to demolish and replace the existing Public Sewage Pump Out Dock Facilities as described in Resolution No. 2020-03-HC-001 as adopted on the 9th day of March, 2020 by the Harbor Commission; and

WHEREAS, pursuant to Section 10-5.2506(b) of the Redondo Beach Municipal Code, a Conditional Use Permit has been granted for the Public Sewage Pump Out Dock Facilities Project ("Project") in accordance with the criteria set forth within the aforementioned resolution; and

WHEREAS, a resolution from local government acting as grant applicant is required from the California State Parks Division of Boating and Waterways as part of the Boating Infrastructure Grant (BIG Tier I) and Clean Vessel Act (CVA) grant programs to enhance, repair, and rebuild publicly accessible recreational boating facilities; and

WHEREAS, \$350,000 in City Wastewater Funds were appropriated for the Project as part of the Fiscal Year 2019-2020 Capital Improvement Budget; and

WHEREAS, initial estimates place the cost of the Project at approximately \$600,000; and

WHEREAS, initial estimates place the requested grant funding amount for the Project at between \$200,000 and \$300,000; and

WHEREAS, state law requires successful Grant Program applicants to provide 25% matching funds as part of the Project costs.

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

SECTION 1. The City Council authorizes City Staff to prepare and submit a grant application to the California State Parks, Division of Boating and Waterways requesting up to \$300,000 in Grant Program funding for the Public Sewage Pump Out Dock Improvements Project identifying the previously appropriated City Wastewater Funds to fulfill the Grant Program 25% match requirement.

SECTION 2. The City Manager is authorized to sign all grant application materials on behalf of the City.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED, AND ADOPTED this 21st day of July, 2020.

DocuSigned by:
William C. Brand
E6413C7231DE4E1

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Michael W. Webb
669049EDE03D402

Michael W. Webb, City Attorney

DocuSigned by:
Eleanor Manzano
72F2AC718C214CF

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 Resolution No. CC-2007-055 was passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 21st day of July, 2020 and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES: NEHRENHEIM, LOEWENSTEIN, HORVATH, GRAN, EMDEE
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

DocuSigned by:

72F2A671662146F...
Eleanor Manzano, CMC
City Clerk

RESOLUTION NO. 2020-03-HCR-01

A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT AND HARBOR COMMISSION REVIEW TO ALLOW CONSTRUCTION OF REDONDO BEACH HARBOR PATROL/COUNTY LIFEGUARD AND PUBLIC SEWAGE PUMP OUT FLOATING DOCK IMPROVEMENTS LOCATED AT 280 MARINA WAY, WITHIN THE CITY'S COASTAL ZONE

WHEREAS, the City of Redondo Beach is proposing to demolish and replace the existing Harbor Patrol/County Lifeguard and Public Sewage Pump Out Floating Dock Facilities; and

WHEREAS, the proposed project is located within the City's Coastal Zone, in an area under the jurisdiction of the California Coastal Commission; and

WHEREAS, notice of the time and place of the public hearing where the proposed project would be considered was provided pursuant to State law and local ordinance by publication in the Easy Reader, by posting notices every 200 hundred feet in the subject area within the Coastal Zone, and by mailing notices to property owners within 300 feet and residents within 100 feet of the exterior boundaries of the subject area within the Coastal Zone; and

WHEREAS, the Harbor Commission of the City of Redondo Beach held the public hearing on the 9th day of March, 2020, at which time all interested parties were given an opportunity to be heard and to present evidence.

NOW, THEREFORE, THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY FIND:

1. Pursuant to Sections 10-5.810 and 10-5.811 (d) of the Redondo Beach Municipal Code, the proposed boating facilities and public safety facilities, are the primary conditionally permitted uses within the Commercial (CC-4) zone.
2. In accordance with Section 10-5.2506(B) of the Redondo Beach Municipal Code, a Conditional Use Permit is in accord with the criteria set forth therein for the following reasons:
 - a) The proposed use is permitted in the land use district in which the site is located, and the site is adequate in size and shape to accommodate the use and all setbacks, open spaces, walls, and fences, parking, loading, landscaping and other features required by this chapter to adjust the use with the land and uses in the neighborhood. The relocation of the

sewage pump out dock would separate the public area from the public safety facilities. Parking in excess of the minimum number of spaces required is provided within the immediate vicinity of the docks.

- b) The site has adequate access to public streets of adequate width to carry the kind and quantity of traffic generated by the proposed use. The Redondo Beach Harbor Patrol/County Lifeguard facilities are located at the most southern tip of the Mole B, which is accessible via Marina Way off Harbor Drive.
 - c) The proposed use shall have no adverse effect on abutting property or the permitted use thereof, subject to the conditions of approval. The project replaces the sewage pump out station and docks which are approaching the end of their useful life.
 - d) The conditions stated in the resolution or design considerations integrated into the project shall be deemed necessary to protect the public health, safety, and general welfare.
3. In accordance with Section 10-5.2502(B) of the Redondo Beach Municipal Code, the applicant's request for Harbor Commission Design Review is consistent with the criteria set forth therein for the following reasons:
- a) The design of the project considers the impact and needs of the user in respect to circulation, parking, traffic, utilities, public services, noise and odor, privacy, private and common open spaces, security and crime deterrence, energy consumption, physical barriers, and other design concerns. The project does not affect the existing, land side buildings and is deemed an operational enhancement for waste water discharge facilities. The new docks are custom designed to meet the specific needs of the Harbor Patrol, Fire Department, and the County Lifeguards.
 - b) The location of the structure respects the natural terrain of the site and is functionally integrated with natural features of the landscape to include the preservation of existing trees, where feasible. The project does not affect the existing terrain as it involves relocation and replacement of the sewage pump out facility and docks.
 - c) The design of the project is harmonious and consistent within the proposed architectural style regarding roofing, materials, windows, doors, openings, textures, colors, and exterior treatment. The project does not involve changes to the existing Harbor Patrol/County Lifeguard Facility.
 - d) The design of the project is integrated and compatible with the neighborhood and is in harmony with the scale and bulk of surrounding

properties. The project does not involve changes to the existing Harbor Patrol/County Lifeguard Facility

- e) The design of the project provides innovation, variety, and creativity in the proposed design solution and serves to minimize the appearance of flat facades and box-like construction. The project does not involve changes to the existing Harbor Patrol/County Lifeguard Facility.
4. Pursuant to Chapter 3, Title 10 of the Redondo Beach Municipal Code, the project is exempt from the preparation of environmental documents pursuant to Section 15303 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA). The Exemption Declaration was considered with the conceptual plans for the Harbor Patrol facilities (docks) and adopted by the Harbor Commission at the October 14, 2019 meeting.
5. The plans, specifications, and drawings have been reviewed by the Harbor Commission and are approved.

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

SECTION 1. Based on the above findings, the Harbor Commission does hereby approve the Conditional Use Permit and Harbor Commission Design Review pursuant to the plans and applications considered by the Harbor Commission at its meeting of the 9th day of March, 2020.

SECTION 2. The Conditional Use Permit and Harbor Commission Design Review shall be void in the event that the applicant does not comply with the following conditions:

1. The final construction documents and plans for the removal and reconstruction of Harbor Patrol/County Lifeguard and Public Sewage Pump Out Floating Dock Facilities is in substantial compliance with the "approval-in-concept" plans reviewed in conjunction with the applications approved by the Harbor Commission on March 9, 2020.
2. The precise architectural treatments of the floating dock facility exterior, deck, walks, and appurtenances shall be subject to Waterfront and Economic Development Department approval prior to issuance of a building permit.
3. A minimum of two (2), 24-inch box trees shall be planted within the parking area. The required trees shall be native trees or palm trees.

4. The contractor shall provide on-site Best Management Practices (BMP's) and erosion protection during construction to protect against negative effects on waters of the harbor, to the satisfaction of the Engineering Department.
5. The Waterfront and Economic Development Department shall be authorized to approve minor changes.
6. In the event of a disagreement in the interpretation and/or application of these conditions, the issue shall be referred back to the Harbor Commission for a decision prior to the issuance of a building permit. The decision of the Harbor Commission shall be final.
7. The design and construction of the project shall not preclude the future siting of a white seabass grow-out facility at this location. The white seabass grow-out facility is subject to and additional permit which shall be brought before the Harbor Commission, in the future.
8. The construction of the project shall be coordinated with the Outrigger Canoe Club to ensure minimum impacts to the Outrigger Canoe Club operations of activities.
9. The project, as constructed, shall accommodate sea-level rise.

SECTION 3. The approved Conditional Use Permit and Harbor Commission Design Review shall become null and void if not vested within 36 months after the Harbor Commission's approval of the project.

SECTION 4. Prior to seeking judicial review of this Resolution, the applicant is required to appeal to the City Council. The applicant has ten days from the date of adoption of this Resolution in which to file an appeal.

FINALLY RESOLVED, that the Harbor Commission forward a copy of this Resolution to the City Council so the Council will be informed of the action of the Harbor Commission.

PASSED, APPROVED, AND ADOPTED this 9th day of March, 2020.

DocuSigned by:
Matthew Kilroy
46075FA1E54B4BF...
Matthew Kilroy, Chair
Harbor Commission
City of Redondo Beach

ATTEST:

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

I, Stephen Proud, Waterfront and Economic Development Director of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. 2020-03-HCR-01 was duly passed, approved and adopted by the Harbor Commission of the City of Redondo Beach, California, at a regular meeting of said Harbor Commission held on the 9th day of March, 2020 by the following vote:

AYES: Chair Kilroy, Commissioners Bauer, Carlson, Dalton, Light, and Walters

NOES: None

ABSENT: Commissioner Callahan

ABSTAIN: None

DocuSigned by:
Stephen Proud
33309FDCEGDE48C...
Stephen Proud
WED Director

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669048EDE03D402...
City Attorney's Office

RESOLUTION NO. 2020-03-HCR-01

A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT AND HARBOR COMMISSION REVIEW TO ALLOW CONSTRUCTION OF REDONDO BEACH HARBOR PATROL/COUNTY LIFEGUARD AND PUBLIC SEWAGE PUMP OUT FLOATING DOCK IMPROVEMENTS LOCATED AT 280 MARINA WAY, WITHIN THE CITY'S COASTAL ZONE

WHEREAS, the City of Redondo Beach is proposing to demolish and replace the existing Harbor Patrol/County Lifeguard and Public Sewage Pump Out Floating Dock Facilities; and

WHEREAS, the proposed project is located within the City's Coastal Zone, in an area under the jurisdiction of the California Coastal Commission; and

WHEREAS, notice of the time and place of the public hearing where the proposed project would be considered was provided pursuant to State law and local ordinance by publication in the Easy Reader, by posting notices every 200 hundred feet in the subject area within the Coastal Zone, and by mailing notices to property owners within 300 feet and residents within 100 feet of the exterior boundaries of the subject area within the Coastal Zone; and

WHEREAS, the Harbor Commission of the City of Redondo Beach held the public hearing on the 9th day of March, 2020, at which time all interested parties were given an opportunity to be heard and to present evidence.

NOW, THEREFORE, THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY FIND:

1. Pursuant to Sections 10-5.810 and 10-5.811 (d) of the Redondo Beach Municipal Code, the proposed boating facilities and public safety facilities, are the primary conditionally permitted uses within the Commercial (CC-4) zone.
2. In accordance with Section 10-5.2506(B) of the Redondo Beach Municipal Code, a Conditional Use Permit is in accord with the criteria set forth therein for the following reasons:
 - a) The proposed use is permitted in the land use district in which the site is located, and the site is adequate in size and shape to accommodate the use and all setbacks, open spaces, walls, and fences, parking, loading, landscaping and other features required by this chapter to adjust the use with the land and uses in the neighborhood. The relocation of the

sewage pump out dock would separate the public area from the public safety facilities. Parking in excess of the minimum number of spaces required is provided within the immediate vicinity of the docks.

- b) The site has adequate access to public streets of adequate width to carry the kind and quantity of traffic generated by the proposed use. The Redondo Beach Harbor Patrol/County Lifeguard facilities are located at the most southern tip of the Mole B, which is accessible via Marina Way off Harbor Drive.
 - c) The proposed use shall have no adverse effect on abutting property or the permitted use thereof, subject to the conditions of approval. The project replaces the sewage pump out station and docks which are approaching the end of their useful life.
 - d) The conditions stated in the resolution or design considerations integrated into the project shall be deemed necessary to protect the public health, safety, and general welfare.
3. In accordance with Section 10-5.2502(B) of the Redondo Beach Municipal Code, the applicant's request for Harbor Commission Design Review is consistent with the criteria set forth therein for the following reasons:
- a) The design of the project considers the impact and needs of the user in respect to circulation, parking, traffic, utilities, public services, noise and odor, privacy, private and common open spaces, security and crime deterrence, energy consumption, physical barriers, and other design concerns. The project does not affect the existing, land side buildings and is deemed an operational enhancement for waste water discharge facilities. The new docks are custom designed to meet the specific needs of the Harbor Patrol, Fire Department, and the County Lifeguards.
 - b) The location of the structure respects the natural terrain of the site and is functionally integrated with natural features of the landscape to include the preservation of existing trees, where feasible. The project does not affect the existing terrain as it involves relocation and replacement of the sewage pump out facility and docks.
 - c) The design of the project is harmonious and consistent within the proposed architectural style regarding roofing, materials, windows, doors, openings, textures, colors, and exterior treatment. The project does not involve changes to the existing Harbor Patrol/County Lifeguard Facility.
 - d) The design of the project is integrated and compatible with the neighborhood and is in harmony with the scale and bulk of surrounding

properties. The project does not involve changes to the existing Harbor Patrol/County Lifeguard Facility

- e) The design of the project provides innovation, variety, and creativity in the proposed design solution and serves to minimize the appearance of flat facades and box-like construction. The project does not involve changes to the existing Harbor Patrol/County Lifeguard Facility.
4. Pursuant to Chapter 3, Title 10 of the Redondo Beach Municipal Code, the project is exempt from the preparation of environmental documents pursuant to Section 15303 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA). The Exemption Declaration was considered with the conceptual plans for the Harbor Patrol facilities (docks) and adopted by the Harbor Commission at the October 14, 2019 meeting.
 5. The plans, specifications, and drawings have been reviewed by the Harbor Commission and are approved.

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

SECTION 1. Based on the above findings, the Harbor Commission does hereby approve the Conditional Use Permit and Harbor Commission Design Review pursuant to the plans and applications considered by the Harbor Commission at its meeting of the 9th day of March, 2020.

SECTION 2. The Conditional Use Permit and Harbor Commission Design Review shall be void in the event that the applicant does not comply with the following conditions:

1. The final construction documents and plans for the removal and reconstruction of Harbor Patrol/County Lifeguard and Public Sewage Pump Out Floating Dock Facilities is in substantial compliance with the "approval-in-concept" plans reviewed in conjunction with the applications approved by the Harbor Commission on March 9, 2020.
2. The precise architectural treatments of the floating dock facility exterior, deck, walks, and appurtenances shall be subject to Waterfront and Economic Development Department approval prior to issuance of a building permit.
3. A minimum of two (2), 24-inch box trees shall be planted within the parking area. The required trees shall be native trees or palm trees.

4. The contractor shall provide on-site Best Management Practices (BMP's) and erosion protection during construction to protect against negative effects on waters of the harbor, to the satisfaction of the Engineering Department.
5. The Waterfront and Economic Development Department shall be authorized to approve minor changes.
6. In the event of a disagreement in the interpretation and/or application of these conditions, the issue shall be referred back to the Harbor Commission for a decision prior to the issuance of a building permit. The decision of the Harbor Commission shall be final.
7. The design and construction of the project shall not preclude the future siting of a white seabass grow-out facility at this location. The white seabass grow-out facility is subject to and additional permit which shall be brought before the Harbor Commission, in the future.
8. The construction of the project shall be coordinated with the Outrigger Canoe Club to ensure minimum impacts to the Outrigger Canoe Club operations of activities.
9. The project, as constructed, shall accommodate sea-level rise.

SECTION 3. The approved Conditional Use Permit and Harbor Commission Design Review shall become null and void if not vested within 36 months after the Harbor Commission's approval of the project.

SECTION 4. Prior to seeking judicial review of this Resolution, the applicant is required to appeal to the City Council. The applicant has ten days from the date of adoption of this Resolution in which to file an appeal.

FINALLY RESOLVED, that the Harbor Commission forward a copy of this Resolution to the City Council so the Council will be informed of the action of the Harbor Commission.

PASSED, APPROVED, AND ADOPTED this 9th day of March, 2020.

DocuSigned by:
Matthew Kilroy
46075FA1E54B4BF...
Matthew Kilroy, Chair
Harbor Commission
City of Redondo Beach

ATTEST:

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

I, Stephen Proud, Waterfront and Economic Development Director of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. 2020-03-HCR-01 was duly passed, approved and adopted by the Harbor Commission of the City of Redondo Beach, California, at a regular meeting of said Harbor Commission held on the 9th day of March, 2020 by the following vote:

AYES: Chair Kilroy, Commissioners Bauer, Carlson, Dalton, Light,
 and Walters

NOES: None

ABSENT: Commissioner Callahan

ABSTAIN: None

DocuSigned by:
Stephen Proud
33309FDCEGDE48C...
Stephen Proud
WED Director

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669048EDE03D402...
City Attorney's Office

Redondo Beach Public Sewer Pump Out Dock Replacement
CVA Application for the California State Parks Division of Boating and Waterways

April 2022
M&N Project No. 9556-02

Item Number	Project Cost	Description *(BIG Prorated at 50%) (CVA Prorated at 95%)	Total CVA Cost	Total BIG Cost	Total City Cost
1	\$73,387	Mobilization/Demobilization	\$34,858	\$0	\$38,529
2	\$313,476	Floating Dock Materials and Construction	\$0	\$100,000	\$213,476
3	\$280,430	Guide Piles	\$0	\$100,000	\$180,430
4	\$70,391	Electrical Installation & Service Connections	\$33,435	\$0	\$36,956
5	\$28,522	Potable Water Installation & Service Connections	\$13,547	\$0	\$14,975
6	\$35,652	Sewer Installation & Service Connections	\$33,869	\$0	\$1,783
7	\$5,655	Signage and Miscellaneous Dock Appurtenances	\$2,686	\$0	\$2,969
8	\$52,512	Demolition and Construction Waste Management	\$24,943	\$0	\$27,569
Construction Subtotal	\$860,025		\$143,338	\$200,000	\$516,687
9	\$12,182	Biological Surveys and Permitting (Prorated at 50%)	\$5,786	\$0	\$6,396
10	\$106,477	Engineering, Permitting, Project Oversight, and Project Administration	\$50,576	\$0	\$55,901
Non-Construction Subtotal	\$118,659		\$56,362	\$0	\$62,297
TOTAL	\$978,684		\$199,700	\$200,000	\$578,984

*The eligibility of funding between BIG and CVA grant programs is determined as follows: BIG is Prorated at 50%. The CVA is Prorated at 95% of the remaining 50%, which is approximately 47.5% of total cost.

**The eligibility of CVA only applicable grant funded items is Prorated at 95%.





Office of the City Manager

415 Diamond Street, P.O. Box 270
Redondo Beach, California 90277-0270
www.redondo.org

tel 310 372-1171
fax 310 379-9268

CITY OF REDONDO BEACH

DISBARMENT AND SUSPENSION CERTIFICATION Title 49, Code of Federal Regulations, Part 29

DATE: July 24, 2020

PROJECT LOCATION: Redondo Beach Public Sewage Pump Out Dock
Replacement, 280 Marina Way (Mole B)

STATEMENT:

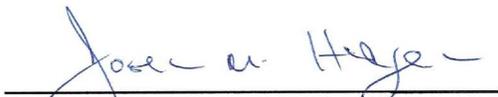
As acting grantee for the City of Redondo Beach, under penalty of perjury, I certify that, except as noted below, The City of Redondo Beach or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;

Does not have a proposed debarment pending; and

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.



Joseph M. Hoefgen, City Manager





Administrative Report

H.20., File # 22-4264

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH WALLACE & ASSOCIATES CONSULTING, LLC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE BASIN 2 SEWER PUMP OUT STATION UPGRADE PROJECT & HARBOR PATROL DOCK REPLACEMENT PROJECT, JOB NOS. 50310 & 70690, FOR AN AMOUNT NOT TO EXCEED \$300,000 AND THE TERM JUNE 07, 2022 - JUNE 07, 2025

EXECUTIVE SUMMARY

With approval of this contract, Wallace & Associates Consulting, LLC. ("W&A") will perform construction management, daily inspection and construction reporting services for the Basin 2 Sewer Pump Out Station Upgrade Project & Harbor Patrol Dock Replacement Project, Job Nos. 50310 & 70690 ("Project").

These inspection services will help ensure requirements of the Project plans and specifications are met and that the Project is completed in a timely, safe, and professional manner. In August 2021, the City solicited proposals to identify an engineering firm to perform these services. W&A responded and provided a proposal that offered the best combination of price, experience, and expertise. Execution of the agreement was delayed pending the Grant agreements with the Department of Boating and Waterways, which were recently awarded. Funding for the agreement is included in the Project budget. W&A is currently working for the City under another contract with a similar scope of work. Staff is very satisfied with their performance to date.

BACKGROUND

On June 8, 2021 City Council approved the plans and specifications for the Basin 2 Sewer Pump Out Station Upgrade Project & Harbor Patrol Dock Replacement Project, Job Nos. 50310 & 70690, and the Project was advertised for competitive bidding on June 17, 2021. On December 14, 2021, the City awarded a public works contract to BMI. Construction is expected to begin in July 2022 and is estimated to take 12 months to complete.

In order to provide construction management, daily inspection, and construction reporting services for a number of upcoming construction efforts, City staff solicited proposals from qualified engineering firms on August 30, 2021 for the Project and other CIP projects nearing design completion and construction. The consultant selection process included evaluating proposals received and completing reference checks. W&A was found to have a good combination of experience, price, and references in relation to marina and pier restoration, harbor & boat docks, and piling projects.

The contract with W&A will help ensure that the Project is completed according to the City's plans and specifications, on time, and in a safe and professional manner. The total not-to-exceed amount of the contract is \$300,000 for the term June 07, 2022 - June 07, 2025. The extended duration of the contract is proposed to allow for contract terms and rates to be durable in the face of potential supply chain or similar delays, which are becoming more the norm in the current construction environment.

COORDINATION

The scope of work identified in the contract has been coordinated by the Public Works Department. The contract has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

<u>Funding</u>		<u>Expenditures</u>	
CIP No. 50310- Wastewater Fund	\$1,794,161	BMI - Constr.	\$2,990,267
CIP No. 70690- Tidelands Fund	<u>\$1,793,571</u>	W&A Agreement	\$300,000
		Contingency Funds	<u>\$297,465</u>
Total	\$3,587,732	Total	\$3,587,732

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Agreement

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND WALLACE & ASSOCIATES CONSULTING, LLC**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Wallace & Associates Consulting, LLC, a Delaware 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".

* * * * *

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 to comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Consultant acknowledge that this project 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. 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.

19. 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.

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

entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by 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.
31. 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.
32. 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.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of 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.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 7th day of June, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

WALLACE & ASSOCIATES CONSULTING,
LLC, a Delaware limited liability company

William C. Brand, Mayor

DocuSigned by:
Carl Wallace
3606CCB66E4446E...
By: _____
Name: Carl Wallace
Title: Senior Vice President

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

Consultant shall perform the following tasks for the Basin 2 Sewer Pump Out Station Upgrade Project & Harbor Patrol Dock Replacement Project, Job Nos. 50310 & 70690 ("Project") as set forth below.

A. Tasks

Consultant shall assist City staff with the overall construction management, construction inspection and material testing for the Project and coordinate all communications between the City and the City's Project construction contractor ("Project Contractor") as set forth herein.

1. Task 1 – Construction Management

Consultant shall:

- a. Function as a member of the Project team
- b. Assist City and Project Contractor with utility coordination and relocation, as requested by the City.
- c. Ensure that the Project is completed in a timely, safe, and professional manner.
- d. Monitor Project Contractor to ensure the contract fulfillment, including compliance with the schedule and working days.
- e. Maintain a redline set of construction plans for the Project.
- f. Maintain Project files.
- g. Provide written and verbal communications.
- h. Evaluate and advise City staff on all change order requests, claims, and disputes.
- i. Review requests for information ("RFI"), submittals, change orders, and progress payments.
- j. Provide weekly reports.
- k. Attend regular Project meetings, including but not limited to, pre-construction, weekly progress meetings, and any community outreach meetings, as requested by the City.

2. Task 2: Inspection

- a. Function as a member of the Project team.
- b. Coordinate and communicate the progress of the work with the Project Contractor, City staff, residents, property owners, and business owners.
- c. Assist Project Contractor with notifications to residents and business owners regarding easement access.
- d. Ensure the Project Contractor maintains the job site in a safe and clean manner and acts in accordance with Best Management Practice provisions to comply with the National Pollution Discharge Elimination System ("NPDES") and the Storm Water Pollution Prevention Plan ("SWPPP").
- e. Ensure that the Project is completed in a timely, safe, and professional manner.
- f. Notify the Project Contractor of any construction violation and request immediate corrective actions be implemented. Notify the City's designated Project Manager of the situation immediately.
- g. Prepare daily inspection/observation reports for the Project.
- h. Inspect material deliveries to ensure compliance with plans and specifications
- i. Maintain the Project records and weigh tickets and deliver to City designated Project Manager.
- j. Observe daily activities and material testing, as required by any rules, regulations, laws, and standards.
- k. Ensure project complies with all applicable permits and regulations, including but not limited to, traffic control and Coastal Commission.
- l. Coordinate soil inspection, field tests, deputy and special inspection and testing, and/or Quality Assurance/Quality Control surveying with the Project Contractor.
- m. Provide daily reports for the Project.
- n. Determine when the Project Contractor's work and/or a designated portion thereof is complete.
- o. Review and verify bid item quantities purchased for payment requests.
- p. Prepare a list of incomplete and/or unsatisfactory items (punch list items) and closeout documents for the Project Contractor.

- q. Attend regular Project meetings, including but not limited to, pre-construction, weekly progress meetings, and any community outreach meetings.

EXHIBIT "B"

SCHEDULE OF COMPLETION

TERM. The term of the Agreement shall commence on June 7, 2022 and continue until June 7, 2025, unless otherwise terminated as herein provided. Upon City Manager's recommendation to the Mayor, this Agreement shall be extended for one-year subject to the same terms and conditions contained herein. However, no extension shall be effective unless the Mayor provides a written letter authorizing the extension at least fifteen (15) days prior to the expiration of the current term. Consultant shall complete all duties in accordance with the City designated schedule, which may be modified by the City in its sole discretion.

EXHIBIT "C"
COMPENSATION

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

I. **AMOUNT.** Consultant shall be paid in accordance with the following hourly rates.

Staff	Hourly Rate (Fully Burdened)
Project Principal	\$190
Senior Construction Manager	\$184
Senior Construction Inspector	\$144
Project Administrator	\$86

For Sundays and holidays inspection, the hourly rate will be two times the above rate; provided, however, that Consultant obtains City's prior written approval.

II. **EXPENSES.** Consultant shall be reimbursed for expenses as set forth below; provided, however, that Consultant obtains City's written approval prior to incurring the expense.

Expenses	Amount
Travel and mileage, telephone, and reference materials	At cost
Plan reproduction, large printing jobs, and delivery/mail	Cost plus 12%
Subcontractor	Subcontractor rate plus 8%

III. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation, including reimbursable expenses, exceed the amount of \$300,000 during the term of this Agreement. However, upon written request and with written permission of the City Engineer, costs may be reallocated between the foregoing tasks described in Exhibit "A".

IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices shall provide the description of work performed, staff title, hours worked, and hourly rate, all City approved and documented subcontractor invoices, and if applicable, expenses incurred. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request.

V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within 30 days of receipt of the monthly invoice; provided, however, that City's payments shall not exceed the portion of the phase or task completed and services are completed to the City's reasonable satisfaction.

VI. **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: Wallace & Associates Consulting, Inc.
1655 East 6th Street, Suite A-4A
Corona, CA 92879
Attention: Carl Wallace, President

City: City of Redondo Beach
415 Diamond Street, Engineering Division
Redondo Beach, CA 90277
Attention: Andrew S. Winje, City Engineer

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR 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: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the 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 above 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. All duties of Contractor under this Section shall survive termination of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/18/2021

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.

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.

Table with PRODUCER (Ames & Gough), CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and INSURED (Wallace & Associates Consulting, Inc.) information.

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE Alta Vista Sewer Pump Station Project, Job No. 50300

City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as additional insureds with respects to General Liability and Umbrella Liability when required by written contract.

Table with CERTIFICATE HOLDER (City of Redondo Beach) and 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.)



Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

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.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls 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, hoistaway 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; or

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



Architects, Engineers and Surveyors General Liability Extension Endorsement

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person Insureds.

4. BOATS

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft, Auto or Watercraft:

This exclusion does not apply to:

Any watercraft owned by the Named Insured that is less than 30 feet long while being used in the course of the Named Insured's inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or
b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:



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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:
1. a premises the **Named Insured** owns or rents; or
 2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and



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B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;

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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

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- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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**Architects, Engineers and Surveyors General Liability
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- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



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A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:



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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:
So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:



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- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

- 1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor
- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

Any person or organization that you are required by written contract to make an additional insured under this insurance is an "insured", but only with respect to that person or

organization's legal liability for acts or omissions of a person who qualifies as an "insured" for Liability Coverage under Section II Who Is An Insured of this Coverage Form

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: 12; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7011411369

Policy Effective Date:

10/26/2021 Policy Page: 56 of

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POLICY HOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.



POLICY HOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

Form No: CNA75532XX (01-2015)

Policyholder Notice Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7011652381

Policy Effective Date: 10/26/2021

Policy Page: 53 of 53



POLICY HOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.



Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

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.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls 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, hoistaway 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; or

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person Insureds.

4. BOATS

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft, Auto or Watercraft:

This exclusion does not apply to:

Any watercraft owned by the Named Insured that is less than 30 feet long while being used in the course of the Named Insured's inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or
b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:



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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;

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Extension Endorsement**

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:
1. a premises the **Named Insured** owns or rents; or
 2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

**Architects, Engineers and Surveyors General Liability
Extension Endorsement****b. Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****17. MEDICAL PAYMENTS**

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:



Architects, Engineers and Surveyors General Liability Extension Endorsement

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:
So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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**Architects, Engineers and Surveyors General Liability
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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B.** Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

- C.** **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

Any person or organization that you are required by written contract to make an additional insured under this insurance is an "insured", but only with respect to that person or

organization's legal liability for acts or omissions of a person who qualifies as an "insured" for Liability Coverage under Section II Who Is An Insured of this Coverage Form

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: 12; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7011411369

Policy Effective Date:

10/26/2021 Policy Page: 56 of 129



POLICY HOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.



POLICY HOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.



POLICY HOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.



Administrative Report

H.21., File # 22-4277

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-032, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, PROCLAIMING SUNDAY, SEPTEMBER 11, 2022 AS "OPEN WATER SWIM DAY" IN THE CITY OF REDONDO BEACH IN SPONSORSHIP AND SUPPORT OF THE FOURTH 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

EXECUTIVE SUMMARY

The City has partnered with the County of Los Angeles, local water sports professionals, and businesses to create open water swim events and activate Redondo Beach coastal waters. The City intends to support an annual program of open water swim events that could integrate with internationally sanctioned swimming activities for the promotion of water sports as well as to demonstrate the capacity of the Redondo Beach coastal waters to sustain internationally recognized events.

Adoption of the recommended Resolution would officially recognize and support the September 11, 2022 "Swim the Avenues" open water swim event and its partnership with Los Angeles County.

BACKGROUND

The City of Redondo Beach supports the increased use of its coastal waters for recreation and sporting activities and has partnered with the County of Los Angeles, local water sports professionals, and businesses to create an inaugural open water swim event and activate Redondo Beach coastal waters.

With the approval of the recommended Resolution, the City of Redondo Beach will declare Sunday, September 11, 2022 as "Open Water Swim Day" in Redondo Beach and officially support the 4th annual "Swim the Avenues" water sports event in Redondo Beach.

Additionally, the City recognizes its partnerships with Los Angeles County and local sports and event promoters Rick Crump, Mike Ward, and Bryan Mineo for their expertise in organizing and implementing the open water swim event.

Approximately 600 swimmers are expected for the 2022 event, along with an anticipated viewing

audience of 1,000 spectators along the Esplanade and beaches. Of the registered swimmers, organizers expect 85% of the participants to be South Bay residents and 10% of the participants to be new to swim competitions. The event's Open swim category age ranges are multi-generational to promote the sport and encourage participation regardless of age. The event will utilize Social media to live stream pre-race, race, and post-race activities, as well as to post race results.

Individuals wishing to learn more about the September 11, 2022 "Swim the Avenues" event and to register, should visit the following website:

<https://raceroster.com/events/2022/58602/redondo-beach-swim-the-avenues>

COORDINATION

The Resolution has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

Use of the beaches and the waters of Santa Monica Bay fall within the jurisdiction of Los Angeles County. There is no fiscal impact to the City as a result of the proposed "Swim the Avenues" special event. The promoter's costs to present the swim event are unknown but are anticipated to be offset by participant registrations, sponsorships, and other partnerships.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Reso - Proclaiming Sunday, September 11, 2022 as Open Water Swim Day

RESOLUTION NO. CC -2206-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, PROCLAIMING SUNDAY, SEPTEMBER 11, 2022 AS “OPEN WATER SWIM DAY” IN THE CITY OF REDONDO BEACH IN SPONSORSHIP AND SUPPORT OF THE FOURTH 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

WHEREAS, the City of Redondo Beach (“City”) and the County of Los Angeles (“County”) have determined that water access and coastal recreation are critical community elements in providing a healthy environment for residents and visitors to the City; and

WHEREAS, the City and the County provide and promote numerous parks and recreation facilities, programs and events for public use, enjoyment and general public welfare benefit; and

WHEREAS, the City supports the increased use of its coastal waters for recreation and sporting activities and is appreciative of its collaboration with the County and the services the County provides to maintain, activate and supervise the beaches; and

WHEREAS, the City has partnered with the County, local water sports professionals, and businesses to create open water swim events for the purpose of activating City’s coastal waters; and

WHEREAS, the City desires to create annual open water swim events that integrate with internationally sanctioned swimming events to promote water sports and demonstrate the capacity and attractiveness of the County and the City’s coastal waters; and

WHEREAS, the fourth annual “Swim the Avenues” water sports event to be held on September 11, 2022 is expected to draw more than six hundred (600) County residents of all ages to participate in a one mile or half a mile race; and

WHEREAS, approximately one thousand (1,000) local spectators will come to the event to enjoy the race and the County beach; and

WHEREAS, the City desires to declare September 11, 2022 as “Open Water Swim Day” in sponsorship and support of the “Swim the Avenues” water sports event.

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

SECTION 1. That the City of Redondo Beach does hereby declare September 11, 2022 as "Open Water Swim Day" in Redondo Beach in sponsorship and support of the fourth annual "Swim the Avenues" water sports event to be held in the City of Redondo Beach coastal waters.

SECTION 2. That the City of Redondo Beach does hereby recognize partnerships with Los Angeles County, Rick Crump, Mike Ward and Bryan Mineo for the organization and implementation of the "Open Water Swim Day".

SECTION 3. That the City of Redondo Beach does hereby thank the County of Los Angeles for its review and permitting of the event and is grateful for the logistical services it will provide to support the event.

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

PASSED, APPROVED AND ADOPTED this 7th day of June, 2022.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, 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-2206-032 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 7th day of June, 2022, 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



Administrative Report

H.22., File # 22-4311

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL

From: MICHAEL W. WEBB, CITY ATTORNEY
JOY ABAQUIN FORD, QUALITY OF LIFE PROSECUTOR

TITLE

APPROVE AMENDMENT NUMBER TWO TO THE LETTER OF AGREEMENT FOR FUNDING AND OPERATION OF THE REDONDO BEACH EMERGENCY HOMELESS SHELTER (PALLET SHELTERS)

EXECUTIVE SUMMARY

The Letter of Agreement (LOA) with the Los Angeles County for the funding of the pallet shelters is set to expire on July 31, 2022. This second amendment to the LOA would extend the term an additional two months to September 30, 2022 at the same level of funding while we explore whether grant funding is available to continue the operations of the Pallet Shelters.

BACKGROUND

On December 31, 2020, the City Council approved a LOA with Los Angeles County for the shared operational and human services costs of the Pallet Shelters providing transitional housing for people experiencing homelessness in Redondo Beach. On June 8, 2021, the City Council approved the first amendment to the LOA to extend the term and reduce the costs of the City's monthly contribution through July 31, 2022. Recommended is a second amendment to the LOA to extend the term by roughly two months to September 30, 2022 at the same reduced costs while we explore whether grant funding is available to continue the operations of the Pallet Shelters.

COORDINATION

The City Attorney's Office coordinated with the City Manager's Office for the preparation of this report.

FISCAL IMPACT

The second amendment to the LOA would maintain the existing level of City funding for an additional two months.

ATTACHMENTS

- Letter of Agreement
- Amendment Number One to Letter of Agreement

- Amendment Number Two to Letter of Agreement

**LETTER OF AGREEMENT
FOR
FUNDING AND OPERATION OF REDONDO BEACH EMERGENCY HOMELESS
SHELTER**

WHEREAS, this Letter of Agreement (hereinafter "Agreement") is entered into on the 15th day of December, 2020 ("Execution Date") by and between the County of Los Angeles (hereinafter "County"), and the City of Redondo Beach (hereinafter "City"). The County and City are each individually a "Party" and collectively the "Parties" to this Agreement; and

WHEREAS, many cities and counties are using pallet units to address the homeless crisis which can be quickly be set up to provide shelter to persons experiencing homelessness (PEH) in an expeditious manner.

WHEREAS, on April 2, 2020, the U.S. Department of Housing and Urban Development allocated \$168,393 of Round 1 CARES Act Community Development Block Grant funding to the City to be used to prevent, prepare for and respond to the coronavirus (COVID-19) pandemic; and

WHEREAS, on October 6, 2020 the City Council approved the distribution of \$300,000 of Round 3 CARES Act Community Development Block Grant funding to the establishment of a temporary emergency shelter for the benefit of those individuals experiencing homelessness during the coronavirus (COVID-19 pandemic); and

WHEREAS, the City of Redondo Beach is developing an emergency shelter project located at 1521 Kindsdale Ave, Redondo Beach ("City Shelter") using pallets to house up to 15 people experiencing homelessness (PEH) for up to six (6) months; and

WHEREAS, the Redondo Beach emergency shelter will serve as a pilot program for a sixth-month period and will provide PEH with wrap-round services, mental health services, drug and substance abuse programming and other services with the ultimate goal to find permanent housing; and

WHEREAS, the City has committed up to \$300,000 and the Fourth Supervisorial District has committed up to \$409,000 in the Fourth District Homeless and Housing funds to support the operational cost for the first 6-months of the pilot; and

WHEREAS, on October 13, 2020 , the County's Board of Supervisors authorized the transfer of \$409,000 of the Supervisorial District Four funding in the Homeless and Housing Program budget to the Department of Health Services (DHS) to support the Project operation and authorized the Director of DHS, or her designee, to enter into any, and all agreements and to take any other actions consistent with, and/or necessary for, the support of the Project operation for the duration of the pilot program.

WHEREAS, the City and DHS desire to set forth the terms and conditions of the City and County's respective funding and operational responsibilities for the Redondo Beach emergency shelter during the six month pilot period;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Term of Agreement: The term of this Agreement begins on the Execution Date and continues for a period of six (6) months ("Initial Term"), with the option of extending the term for a different location as may be agreed to by the Parties ("Extension Term(s)") subject to the mutual consent of the parties in writing.

2. Amount Not to Exceed and Payment of Funds: City will provide the sum of **\$185,071.00** ("Funding") for the Initial Term, which shall be payable to County on a monthly basis in the amount of \$ 30,845.17 per month. Additional Funding for any Extension Term(s) shall be as determined by the Parties' mutual consent and written amendment hereto.

3. Purpose of Funds: The County shall use the funds provided by the City pursuant to this Agreement solely for Supportive and/or Housing Services Master Agreement ("SHSMA") work order(s) with County contractor(s) who will provide Intensive Case Management Services ("ICMS") to PEH placed into the City Shelter.

4. County Responsibilities: The County, through DHS, will manage the contractor(s) providing ICMS services at the City Shelter pursuant to a SHSMA issued work order and shall provide ICMS service for up to 15 PEH referred by City to County for placement in the City Shelter during the Initial Term.

County shall ensure the delivery of services, monitor the work order(s) and diligently enforce the terms of SHSMA and promptly inform the City of any non-compliance by any SHSMA contractor providing work pursuant to this Agreement.

The County shall maintain all records in accordance with generally acceptable accounting principles as further set forth in the terms and conditions of the Master Agreement by and between the County of Los Angeles Department of Health Services and its contractor, an exemplar of which is attached as Attachment A. The City shall have the right to review all records and to perform audits of such records.

5. City Responsibilities: The City shall provide the pallets and access to the shelter space at no cost to County or its contractor(s).

6. Early Termination: City retains the right in its sole discretion to cease operation of the City Shelter. Notwithstanding the foregoing, City shall provide County with 10 days advance written notice of its intent to close the City Shelter.

7. Fixtures and Personal Property: County and its contractor may remove, at its own expense, during or at the expiration of the term or other termination of this Agreement, all fixtures, equipment, furniture, and all other personal property (collectively "County Equipment") placed or installed in or upon the City Shelter by County or its contractor.

8. Indemnity clause: Each party shall indemnify, defend, and hold harmless the other, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the negligence or willful misconduct of the indemnitees.

9. Recital and Attachments. The recitals set forth above and the attachments listed below are incorporated as a term and condition of this Agreement:

Attachment A: Master Agreement by and between the County of Los Angeles Department of Health Services and its contractor

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and City has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

DocuSigned by:
William C. Brand
E6413C7231DF4E1...

By: _____
William C. Brand, Mayor
City of Redondo Beach
12/16/2020 | 2:34 PM PST

DocuSigned by:
Julio C. Alvarado, III
26D14B84049D494...

By: _____
Christina R. Ghaly, M.D., Director
Los Angeles County Department of
Health Services

Date _____

12/14/2020 | 1:55 PM PST
Date _____

Approved as to form:

DocuSigned by:
Michael W. Webb
669049EDE03D402...
By: _____
Michael W. Webb
Redondo Beach City Attorney
12/16/2020 | 12:30 PM PST

Approved as to form:

DocuSigned by:
Amy Naamani
61BB96608671480...
By: _____
Amy Naamani
Principal Deputy County Counsel
12/11/2020 | 5:17 PM PST

Attest: _____
DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...
Eleanor Manzano, CMC
City Clerk 12/16/2020 | 2:47 PM PST

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden,
Risk Manager
12/16/2020 | 9:56 AM PST

**AMENDMENT NUMBER ONE TO LETTER OF AGREEMENT
FOR FUNDING AND OPERATION OF REDONDO BEACH EMERGENCY
HOMELESS SHELTER**

This Amendment Number One to the Letter of Agreement for Funding and Operation of Redondo Beach Emergency Homeless Shelter, with an Execution Date of December 16, 2020 (hereinafter "Agreement"), is made and entered into this 8th day of June, 2021 ("Amendment One Execution Date") by and between the County of Los Angeles (hereinafter "County") and the City of Redondo Beach (hereinafter "City"). The County and the City are each individually a "Party" and collectively the "Parties" to this Agreement.

WHEREAS, it is the intent of the Parties hereto to amend the Agreement to extend the Term and increase the funding by \$245,500 for an Amount Not to Exceed of \$430,571.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall be effective on June 15, 2021.
2. Agreement, Section 1 – Term of Agreement, is hereby deleted in its entirety and replaced as follows:

"1. Term of Agreement: The term of this Agreement begins of December 16, 2020 and continues through July 31, 2022 ("Term"), with the option of extending the term for a different location as may be agreed to by the Parties ("Extension Term(s)") subject to the mutual consent of the parties in writing."

3. Agreement, Section 2. - Amount Not to Exceed and Payment of Funds, is hereby deleted in its entirety and replaced as follows:

"2. Amount Not to Exceed and Payment of Funds: City will provide the sum of \$430,571 ("Funding") for the Term, which shall payable to the County on a monthly basis as follows: \$185,071 payable \$30,845.17 per month for the first six (6) months through June 15, 2021, and an additional \$245,500 payable at \$18,884.61 per month for the following thirteen (13) months through July 31, 2022. Additional Funding for any Extension Term(s) shall be determined by the Parties' mutual consent and written amendment hereto."

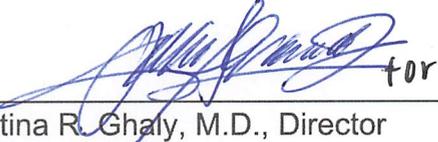
4. Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services, or authorized designee and the City of Redondo Beach has caused this Amendment to be executed on its behalf by its duly authorized officer, on the day, month, and year first written above.

By 
William C Brand, Mayor
City of Redondo Beach

Date 6/9/21

By  for
Christina R. Ghaly, M.D., Director
Los Angeles County
Department of Health Services

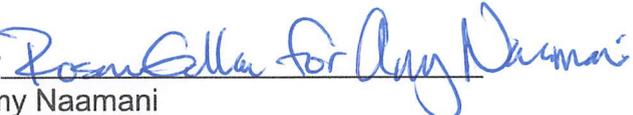
Date 6/24/2021

Approved as to Form:

By 
Michael W. Webb
Redondo Beach City Attorney

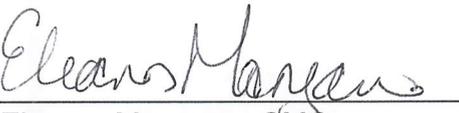
Date 6/9/2021

Approved as to Form:

By  for Amy Naamani
Amy Naamani
Principal Deputy County Counsel

Date 6/24/2021

Attest:


Eleanor Manzano, CMO
City Clerk

**AMENDMENT NUMBER TWO TO LETTER OF AGREEMENT
FOR FUNDING AND OPERATION OF REDONDO BEACH EMERGENCY
HOMELESS SHELTER**

This Amendment Number Two to the Letter of Agreement for Funding and Operation of Redondo Beach Emergency Homeless Shelter, with an Execution Date of December 16, 2020 (hereinafter "Agreement"), is made and entered into this 7th day of June, 2022 ("Amendment Two Execution Date") by and between the County of Los Angeles (hereinafter "County") and the City of Redondo Beach (hereinafter "City"). The County and the City are each individually a "Party" and collectively the "Parties" to this Agreement.

WHEREAS, it is the intent of the Parties hereto to amend the Agreement to extend the Term for two (2) additional months and increase the funding by \$37,769.22 for an Amount Not to Exceed of \$468,340.15.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall be effective on June 15, 2022.
2. Agreement, Section 1 – Term of Agreement, is hereby deleted in its entirety and replaced as follows:

"1. Term of Agreement: The term of this Agreement begins of December 16, 2020 and continues through September 30, 2022 ("Term"), with the option of extending the term for a different location as may be agreed to by the Parties ("Extension Term(s)") subject to the mutual consent of the parties in writing."
3. Agreement, Section 2. - Amount Not to Exceed and Payment of Funds, is hereby deleted in its entirety and replaced as follows:

"2. Amount Not to Exceed and Payment of Funds: City will provide the sum of \$468,340.15 ("Funding") for the Term, which shall payable to the County on a monthly basis as follows: \$185,071 payable \$30,845.17 per month for the first six (6) months through June 15, 2021, and an additional \$283,269.15 payable at \$18,884.61 per month for the following fifteen (15) months through September 30, 2022. Additional Funding for any Extension Term(s) shall be determined by the Parties' mutual consent and written amendment hereto."
4. Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall be and remain in full force and effect.

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services, or authorized designee and the City of Redondo Beach has caused this Amendment to be executed on its behalf by its duly authorized officer, on the day, month, and year first written above.

By _____
William C Brand, Mayor
City of Redondo Beach

By _____
Christina R. Ghaly, M.D., Director
Los Angeles County
Department of Health Services

Date _____

Date _____

Approved as to Form:

Approved as to Form:

By _____
Michael W. Webb
Redondo Beach City Attorney

By _____
Amy Naamani
Principal Deputy County Counsel

Date _____

Date _____

Attest:

Eleanor Manzano, CMC
City Clerk



Administrative Report

J.1., File # 22-4247

Meeting Date: 6/7/2022

TITLE

For eComments and Emails Received from the Public



Administrative Report

L.1., File # 22-4238

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

CONTINUED PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2022-23 PROPOSED BUDGET, FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, AND ASSOCIATED BUDGET RESPONSE REPORTS

- a. Reconvene Public Hearing, take testimony;
- b. Continue Public Hearing to June 14, 2022; and
- c. Receive and file Budget Response Reports.

EXECUTIVE SUMMARY

On May 16, 2022, in accordance with the City Charter, the Mayor and City Council received the Proposed Budget for FY 2022-23 and the Five-Year Capital Improvement Program (CIP). On May 17, 2022, the first Public Hearing on these documents was conducted and continued to June 7, 2022. The May 17th Public Hearing provided an introduction and summary of the Proposed Budget. The June 7th Budget Hearing will be focused on department operations. The June 14th Budget Hearing will be focused on proposed capital projects. The June 21st Hearing will be focused on Council consideration of Budget Adoption.

BACKGROUND

The Proposed Fiscal Year 2022-23 Budget is balanced in accordance with the City Council's adopted Financial Principles. If all recommended Decision Packages are adopted as modifications to the core budget, the General Fund's unallocated balance (total revenues over expenditures) would be \$1.8M. To date, 25 Budget Response Reports (see attached) have been prepared and submitted to the City Council.

The City Manager's budget message describes the budget development process, the City's projected financial outlook for the upcoming fiscal year, proposed General Fund revenues and expenditures, and recommended decision packages. Decision packages are additions or reductions to the base budget that are not contractually obligated or the result of annual personnel allocation updates.

The departmental sections of the budget document discuss core service activities, key projects and assignments, and customer service and referral work measures. Financial Summary (mini-financial) reports spotlight important business units. The Capital Improvement Program (CIP) identifies capital investment required to meet our general plan and other policy goals and to ensure good stewardship of our existing infrastructure. The CIP identifies the projects, their estimated costs, and the financing

methods needed to implement the City's capital investment goals and the maintenance of new or existing infrastructure.

In summary:

- The total annual budget including all funds is \$156.5 million.
- The total core General Fund budget (with transfers and before decision packages) is roughly \$102 million.
- Recommended is a total of \$90.8 million in capital improvements.
- Funding is included for the payroll of 425 full-time employees (before decision packages).
- The General Fund's contingency reserve is \$8.26 million.
- The General Fund's unallocated balance is \$1.8 million (if all proposed decision packages are approved).

Core General Fund tax revenues are projected to increase by almost \$3.4 million. However, total FY 2022-23 General Fund revenue as compared to FY 2021-22, is lower by \$2.6 million due to the expiration of America Rescue Plan Act (ARPA) funding. The General Fund received \$5.8 million in one-time ARPA revenue during FY 2021-22.

Property Tax and related Property Tax in Lieu of VLF revenue are both expected to increase in FY 2022-23 by 5.1%. The revenue received from these sources is based on calendar year 2021 property values which have continued to show strong year over year increases.

HdL, the City's sales tax consultant, projects an 8.5% increase in FY 2022-23 sales tax revenue due to the full reopening of City retail establishments following pandemic-related business closures and continued growth in local returns from the Los Angeles County tax pool.

The City's General Fund revenue source most impacted by COVID-19 has been transient occupancy tax (TOT). This revenue source is recovering, and is predicted to increase by 16.5% year over year, however it's still roughly \$3.2 million below normal annual levels due to the ongoing replenishment of the reserve account for the Marine Avenue hotel properties which requires the redirection of all site generated TOT until the three-million dollar account is full.

It is under these conditions that the Proposed Budget for Fiscal Year 2022-23 was developed. A total of 83 decision packages and 122 capital improvement projects are recommended.

The following provides details of the components of the estimated ending fund balances as shown in the Fiscal Year 2022-23 Proposed Budget.

In the Fiscal Year 2022-23 Proposed Budget, what items adjust beginning fund balances to their estimated ending fund balances?

In the Proposed Budget are the following items which adjust the General Fund beginning fund balance to the estimated ending fund balance.

\$11,078,523 General Fund estimated beginning fund balance

99,613,990	Fiscal Year 2022-23 proposed core revenues (as detailed in the “Revenues” section of the Proposed Budget document) without Transfers-In
(99,249,950)	Fiscal Year 2022-23 proposed appropriations (as detailed in the Proposed Budget document both in the “Expenditures” section and in the “Department Details” section) without Transfers-Out
1,750,927	Fiscal Year 2022-23 proposed Transfers-In (a transfer from the Harbor Tidelands Fund for the annual property tax in lieu payment and a transfer from the Harbor Uplands Fund for the 2019 lease revenue bond debt service payment)
(2,721,844)	Fiscal Year 2022-23 proposed Transfers-Out (subsidy of the Street Landscaping and Lighting Assessment District, and a transfer to the Community Financing Authority for the 2019 lease revenue bond debt service payment)
\$10,471,645	General Fund estimated ending fund balance (before consideration of the Fiscal Year 2022-2023 decision packages)

The estimated ending fund balances of the other funds are calculated similarly. The adjustments to the beginning fund balances for all funds are detailed in the “Revenues”, “Expenditures”, and “Department Details” sections of the Proposed Budget document.

What is the resulting impact of funding the recommended Decision Packages to the estimated ending fund balances?

Recommended adjustments to the estimated fund balances are to be considered by the City Council through supplemental requests called Decision Packages. Decision Packages can be related to policy, operational or financial matters. Those impacting the General Fund are categorized below.

\$10,471,645	General Fund estimated ending fund balance (before consideration of the Fiscal Year 2021-22 decision packages)
\$508,050	Decision Packages that Sustain or Improve Revenue to the City
(\$1,238,247)	Decision Packages that Restore Department Positions and Operating Budgets Lost During Prior Year Reductions
(\$1,340,859)	Decision Packages that are Needed to Comply with Mandates or Fund Unavoidable Costs for Current Basic Services
(\$506,562)	Decision Packages that Help Protect the Health, Safety and Quality-of-Life of the Public
(\$414,000)	Decision Packages that Improve Organizational Efficiency or Effectiveness
(\$580,000)	Decision Packages that Support Priority Objectives Suggested by City Commissioners or Members of the Public During the Budget Input Process (not otherwise listed in other categories)
(\$734,847)	Decision Packages that Fill Gaps in Service or Meet New Service Demands

\$6,165,180	General Fund estimated ending fund balance (after consideration of the FY 2022-23 decision packages)
\$4,350,380	Recommended CIP Allocation
\$1,814,800	Total Estimated Year-End Fund Balance after Recommendations

Budget Response Reports, which will be provided throughout the budget adoption process, give detailed information above and beyond what can be described in the budget document and provide the City Council opportunity to explore additional questions and potential budget proposals.

COORDINATION

All City Departments participated in the preparation of the Fiscal Year 2022-23 City Manager’s Proposed Budget and Five-Year Capital Improvement Program. The Budget and Finance Commission first reviewed the Proposed Budget at the meeting on May 26, 2022 and will continue the review at the meeting on June 9, 2022. The Harbor Commission will review the Proposed Budget at the meeting on June 13, 2022. Commission feedback will be provided in a follow up Budget Response Report.

FISCAL IMPACT

The adopted version of the Fiscal year 2022-23 Budget will create the financial guideline for all City operations. The Fiscal Year 2022-27 Five-Year Capital Improvement Program is a planning document only. Funding for capital projects in the first year of the plan will be appropriated as part of the Fiscal Year 2022-23 Budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- May 17, 2022 Administrative Report
- Fiscal Year 2022-23 Budget Response Reports



Administrative Report

L.1., File # 22-4054

Meeting Date: 5/17/2022

To: MAYOR AND CITY COUNCIL
From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2022-2023 PROPOSED BUDGET AND FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM.

PROCEDURES:

- a. Open Public Hearing, take testimony; and
- b. Continue Public Hearing to June 7, 2022

EXECUTIVE SUMMARY

The City Charter requires the City Manager to submit a proposed Budget for the ensuing Fiscal Year by May 16 and the City Council to adopt the Budget by June 30 each year. Public Hearings to consider the Budget and Five-Year Capital Improvement Program have been noticed for May 17 (introduction), June 7 (discussion), June 14 (discussion) and June 21, 2022 (adoption).

BACKGROUND

The Budget documents will be published on May 16 on the City's website at [City of Redondo Beach - Budget and Capital Improvement Program. <https://www.redondo.org/budget>](https://www.redondo.org/budget). A hard copy of the Budget will be available for review at the City Clerk's office counter upon request. The Fiscal Year 2022-23 Budget Calendar approved by the City Council in January is as follows:

FY 2022-23 Proposed Budget Calendar		
Date	Meeting	Action
Monday, April 25, 2022	Presentation of FY 2022-2023 CIP to Budget & Finance & Planning Works Commissions	Presentation of FY 2022-2023 CIP to Budget & Finance & Planning Commissions
Monday, May 16, 2022	Budget	FY 2022-2023 Proposed Budget and CIP Budget Delivered and City Council - Charter Date
Tuesday, May 17, 2022	City Council Meeting	FY 2022-2023 Proposed Budget & CIP Received & Filed by City Council / Proposed Budget & CIP Public Hearing
Thursday, May 26, 2022	Planning Commission Meeting	FY 2022-2023 CIP Review by Planning Commission for consideration of General Plan
Thursday, May 26, 2022	Budget & Finance Commission Meeting	City Manager FY 2022-2023 Proposed Budget Review with Finance Commission
Tuesday, June 7, 2022	City Council Meeting	FY 2022-2023 Proposed Budget & CIP Public Hearing
Thursday, June 9, 2022	Budget & Finance Commission Meeting	Budget & Finance Commission Review Proposed Budget with City Manager
Tuesday, June 14, 2022	City Council Meeting	FY 2022-2023 Proposed Budget & CIP Public Hearing / CIP Review
Monday, June 13, 2022	Harbor Commission	FY 2022-2023 Proposed Budget & CIP Public Hearing / CIP Review
Tuesday, June 21, 2022	City Council Meeting	FY 2022-2023 Proposed Budget & CIP Public Hearing / Council of Adoption

COORDINATION

All City Departments participated in the preparation of the Fiscal Year 2022-23 City Manager's Proposed Budget and the Fiscal Year 2022-27 City Manager's proposed Five-Year Capital Improvement Program.

FISCAL IMPACT

The Budget, when adopted, will create the financial framework for all City operations, projects and services for the July 1, 2022 - June 30, 2023 Fiscal Year.

APPROVED BY:

Mike Witzansky, City Manager

BUDGET RESPONSE REPORTS FY 2022-23



CITY OF REDONDO BEACH PROPOSED BUDGET RESPONSE REPORTS FY 2022-23 PROPOSED BUDGET

The following is a list of questions raised regarding the FY 2022-23 Proposed Budget. The corresponding answer to each of these questions (the “Budget Response Report”) follows in the sequence reflected.

Question	No.
<ul style="list-style-type: none"> ▪ What corrections/adjustments need to be made to the FY 2022-23 Proposed Budget document for inclusion in the Adopted Budget? 	1
<ul style="list-style-type: none"> ▪ What would it cost to refurbish the Perry Park Teen Center, specifically the kitchen and flooring? 	2
<ul style="list-style-type: none"> ▪ What is the cost to steam clean the sidewalk on Artesia Boulevard? 	3
<ul style="list-style-type: none"> ▪ What Budget Response Reports (BRRs) have been provided over the past three years? 	4
Attachment A: FY2021-22 BRR Table of Contents	4A
Attachment B: FY2020-21 BRR Table of Contents	4B
Attachment C: FY2019-20 BRR Table of Contents	4C
<ul style="list-style-type: none"> ▪ What transportation services does the City operate for seniors and people with disabilities? What would be the cost to provide a Taxi/TNC Program for seniors and people with disabilities? 	5
<ul style="list-style-type: none"> ▪ What is the status of Transit Fund Revenues for FY 2022-23, and how will they be applied throughout the City? 	6

Question	No.
<ul style="list-style-type: none"> ▪ The Proposed Budget includes a Decision Package recommending funding for the restoration of facility hours at the North Branch and Main libraries. What would the North Branch Library hours of operation be if the Decision Package is approved? 	7
<ul style="list-style-type: none"> ▪ Which area library systems have gone fine free? How much annual revenue does the Redondo Beach Public Library typically collect from fines? Why do library systems choose to go fine free? 	8
<ul style="list-style-type: none"> ▪ How does the City’s Information Technology Equipment Replacement Program work and what equipment is recommended for replacement in FY 2022-23, per Decision Package #25 - Information Technology Equipment Replacement? 	9
<ul style="list-style-type: none"> ▪ What is the cost for adding shade structures over existing park play equipment similar to what was constructed at Perry Park? 	10
<ul style="list-style-type: none"> ▪ What is the cost to purchase and install radar feedback signs that collect vehicle speed data? 	11
<ul style="list-style-type: none"> ▪ What would be the cost to install a dog run in Czuleger Park? 	12
<ul style="list-style-type: none"> ▪ What special events were designated as “Signature Events” and received City subsidy prior to the COVID related budget reductions in Fiscal Year 2020-21? What is the City’s special event review and approval process? What are special event organizers charged for City expenses? 	13
<p>Attachment A: Special Event Invoices – Updated</p>	13A
<ul style="list-style-type: none"> ▪ What is the Fire Department doing to address training needs? 	14
<p>Attachment: RBFD_Training_Booklet_2022</p>	14A
<ul style="list-style-type: none"> ▪ What would it cost to repave Avenue I between Catalina Avenue and Elena Avenue? 	15

Question	No.
▪ What is the cost to enhance the crosswalks at S. Catalina Avenue and S. Elena Avenue?	16
▪ What is the cost to enhance the crosswalks at Grant Avenue and Aviation Blvd.?	17
▪ What do other cities charge merchants for use of outdoor dining parklets in the public right of way? How much parking meter revenue is lost per parking space and what expenses are involved in constructing a dining deck?	18
▪ What funding options are available to support the repaving of Grant Avenue?	19
▪ What is the cost to remodel the restrooms on the International Boardwalk near Quality Seafood?	20
▪ What is the cost to install raised crosswalks at four locations identified on Beryl Street and Diamond Street not currently included in the Capital Improvement Program?	21
▪ What is required to improve maintenance of the upper pond at Wilderness Park and to reconstruct the lower pond?	22
▪ What is the status of sworn police officer staffing in the Redondo Beach Police Department?	23
▪ What are the estimated costs for the March 7, 2023 General Municipal Election?	24
▪ What are the benefits and feasibility of a self-service program at the North Branch Library?	25
Attachment: Library Commission strategic planning letter	25A

Question	No.
Attachment: Open+Access Quote	25B
Attachment: VectorUSA Proposal	25C
Attachment: Ocean Park Branch Photos	25D

Budget Response Reports Still in Progress

- How do neighboring cities manage/administer credit card processing fees?
- What would be the cost to repave International Boardwalk with asphalt or concrete pavers and to paint the boardwalk’s building exteriors?
- What would be the cost to install a gateway arch at Artesia Blvd. and Inglewood Ave. or at Redondo Beach Blvd and Hawthorne Blvd.?
- What would be required to transition City banking services from Bank of America to another competing bank?

FY 2022-23
BUDGET RESPONSE REPORTS
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CITY OF REDONDO BEACH

Budget Response Report #1

June 7, 2022

Question:

What corrections/adjustments need to be made to the FY 2022-23 Proposed Budget document for inclusion in the Adopted Budget?

Response:

Corrections/adjustments that need to be made to the FY 2022-23 Proposed Budget document are listed below. The Proposed Budget materials for FY 2022-23 (updated), will be available on our website on Tuesday, June 7, 2022 at the following location.

https://www.redondo.org/services/city_docs/budget_and_capital_improvement_program.asp

⇒ **Financial Summaries Section:**

- The following footnotes will be added:
 - The 8.33% "minimum contingency reserve" set by the City Council has already been removed from the beginning fund balance of the General Fund.
 - Beginning fund balances of the Harbor Tidelands & Harbor Uplands Funds exclude capital assets such as the pier & the parking structures.
- The beginning Fund Balance for the Internal Service Funds will be updated to reflect a more accurate estimated beginning fund balance. The updated fund balances will be seen in the following funds:
 - Self-Insurance Program Fund
 - Vehicle Replacement Fund
 - Building Occupancy Fund
 - Information Technology Fund
 - Emergency Communications Fund
 - Community Financing Authority
 - Successor Agency
- Proposed Revenues will be updated in the following funds:
 - Self-Insurance Program Fund
 - Information Technology Fund
 - Successor Agency
 - Housing Successor Agency

- Proposed Expenditures will be updated in the following funds:
 - Intergovernmental Grants Fund
 - Vehicle Replacement Fund
 - Building Occupancy Fund
 - Information Technology Fund
 - Emergency Communications Fund
 - Housing Successor Agency
- Capital Outlay amounts from FY 2021-22 will be removed from the following funds:
 - General Fund
 - Intergovernmental Grants Fund
 - Vehicle Replacement Fund
 - Information Technology Fund
- Transfers In will be updated in the following funds:
 - Community Financing Authority
- Transfers Out will be updated in the following funds:
 - Community Financing Authority

⇒ Summary of Estimated Revenues – Before and After City Managers' Recommendations:

- Beginning ISF Fund Balances – Updated from the Financial Summaries
- Self-Insurance Fund – Charges for Services updated
- Information Technology Fund – Charges for Services updated
- Community Financing Authority – Other Revenues and Transfers-In updated
- Successor Agency Fund - Intergovernmental Grants and Other Revenues updated
- Housing Successor Agency Fund – Other Revenues updated

⇒ Summary of Estimated Expenditures – Before and After City Managers' Recommendations:

- Beginning ISF Fund Balances – Updated from the Financial Summaries
- General Fund – Maintenance and Operations and Capital Outlay will be updated
- Intergovernmental Grants – Capital Outlay will be updated
- Vehicle Replacement – Capital Outlay will be updated
- Information Technology – Capital Outlay will be updated
- Community Financing Authority – Transfers-Out will be updated
- Housing Successor Agency – Personnel, Maintenance & Operations and Internal Service will be updated

⇒ Schedule of Interfund Transfers will be updated:

- Community Financing Authority – Transfers-In and Transfers Out will be updated
- A footnote contained FY 2021-22 and should be FY 2022-23

⇒ Available Resources Pie Graph:

- Total City Revenues will be updated
- General Fund total will be updated

⇒ Mini Financials:

- Updated Total Revenues to Total Funding
- Beginning Fund Balance – Will be updated from the Financial Summaries
- Community Financing Authority – Other Revenues and Transfers-In will be updated

Revenue Section:

⇒ Two-Year Comparison of Estimated Revenues:

- Proposed Revenue amounts for the following funds will be updated:
 - General Fund Transfers-In
 - Street Landscaping and Lighting
 - Transit
 - Capital Projects
 - Self-insurance Program
 - Information Technology
 - Community Financing Authority
 - Successor Agency
 - Housing Successor Agency

⇒ General Fund License and Permits, in the outlook section of \$1.85M will be updated to \$1.86M.

⇒ General Fund Revenue Detail table will be updated to exclude Transfers-In

⇒ Other Funds Revenue Detail, will be updated to remove blank space on page and include the General Fund in the grand total

Expenditure Section:

⇒ Summary of the FY 2022-23 proposed General Fund operating expenses compared with the FY 2021-22 midyear budget operating expense:

- Total increase/decrease and % change will be updated

⇒ Overview of Expenditures – Capital Projects Fund, will update to remove prior year capital expenses

⇒ Two-Year Comparison of Expenditures by Fund:

- Amounts updated for:
 - General Fund Transfers-Out
 - Prop A
 - Intergovernmental Grants
 - Harbor Tidelands
 - Harbor Uplands
 - Vehicle Replacement
 - Building Occupancy
 - Information Technology
 - Community Financing Authority
 - Successor Agency
 - Housing Successor Agency
- Transfers-Out will be removed from amounts

⇒ Two-year comparison of Expenditures by Department and Expenditure by Department Tables:

- Amounts updated for:
 - Information Technology
 - Community Services
 - Public works
 - Successor Agency
 - Housing Successor Agency

⇒ Expenditure by Fund Detail

- General Fund to be Added to table

Department Sections:

- Variance and percentage change columns will be added due to formatting issues in the Proposed Budget document for the following departments:
 - Fire
 - Library
 - Community Services
 - Community Development
 - Waterfront and Economic Development
 - Public Works
- The object codes will be grouped by: Personnel, Maintenance and Operations, Internal Service Funds and Capital Outlay.
- The Police Department expenditures will be broken out by Division. The formatting of the Proposed Document had it rolled up into only three (3) areas of operations.
- Information Technology Equipment Replacement will be isolated from the Information Technology Equipment Maintenance expense. This update will be seen throughout all departments.

CITY OF REDONDO BEACH

Budget Response Report #2

June 7, 2022

Question:

What would it cost to refurbish the Perry Park Teen Center, specifically the kitchen and flooring?

Response:

The kitchen at the Teen Center is typically used for prepping snacks and other basic items and is equipped with limited appliances. A refurbishment of the kitchen would include the following elements and estimated costs:

New cabinets	\$15,000
New counter tops	\$10,000
New refrigerator & appliances	\$ 5,000
New floor tile	\$ 5,500
Repainting	\$10,000
Other/Incidentals	\$10,000
<hr/>	
Kitchen Total	\$55,500

The majority of the floor tile in the Teen Center is in good shape. The cost to refurbish the general area, including limited flooring repairs, is detailed below:

Replace damaged floor tile (300sf)	\$ 5,500
Repaint interior and exterior	\$50,000
Repair windows	\$ 3,000
Replace four heating units	\$30,000
<hr/>	
General Area Total	\$88,500

The total cost for refurbishment of the facility would be approximately \$144,000. Restrooms are not included in the estimate as the Teen Center restrooms are scheduled to be renovated as part of the CIP, under the Regional Restroom Improvements Project.

CITY OF REDONDO BEACH

Budget Response Report #3

June 7, 2022

Question:

What is the cost to steam clean the sidewalk on Artesia Boulevard?

Response:

The City's portion of Artesia Boulevard between Aviation and Hawthorne contains approximately 68,000 square feet of sidewalk. The trash hauling contract with Athens Services contains pricing for steam cleaning services. The cost to clean this segment of Artesia Boulevard, twice per month, would be \$21,900 per month and \$262,800 per year.

Staff contacted another local steam cleaning contractor for comparative pricing. This contractor provided a cost estimate for steam cleaning ranging from \$0.25 to \$0.40 per square foot, depending on the condition of the sidewalk. As such, the cost to steam clean the above segment of Artesia Boulevard each time would range from \$17,000 to \$27,000. The twice monthly cost of the alternative provider would therefore range from \$34,000 to \$54,000 per month and \$408,000 to \$648,000 per year, nearly double the cost of Athens.

**CITY OF REDONDO BEACH
Budget Response Report #4**

June 7, 2022

Question:

What Budget Response Reports (BRRs) have been provided over the past three years?

Response:

The Table of Contents for the past three Fiscal Years of Budget Response Reports are attached as follows:

- *4A – FY 2021-22 BRR Table of Contents*
- *4B – FY 2020-21 BRR Table of Contents*
- *4C – FY 2019-20 BRR Table of Contents*

BUDGET RESPONSE REPORTS FY 2021-22



Question

No.

the changes in the FY 2021-22 allocations included in the proposed budget from those in the FY 2020-21 adopted budget? And what is the opinion of the outside audit firm regarding the internal service funds?

Attachment A: Administrative Policy and Procedures
Internal Service Fund/Overhead Allocation 5A

Attachment B: Internal Service Fund Analysis 5B

Attachment C: Internal Service Funds Financial Statements 5C

- What changes to Fire Inspection program could be made to reduce the fee schedule? 6

Attachment A: Inspection Rate 6A

Attachment B: Regional Inspection Rates 6B

Attachment C: PT Inspection Rate 6C

- What locations could support the installation of a new dog run facility, what are the costs and impacts of a dog run, and what improvements are included in the budget for the City's existing Dog Park? 7

Attachment A: Perry Park aerial map 7A

Attachment B: Dominguez Dog Park CIP 7B

- Could McNeill/Jaycee Parkette, Franklin Park, and/or Lilienthal Park support the installation of a new dog run facility, and what would be the costs and impacts of the facilities? 7.1

Attachment A: Perry Park aerial map 7.1A

Attachment B: Franklin Park aerial map 7.1B

Question	No.
Attachment C: Dominguez Dog Park CIP	7.1C
▪ What additional detail can be provided for key departmental maintenance and operations expenditure line items?	8
Attachment A: Key Departmental M&O Expenditure Detail	8A
▪ What does implementation of the bicycle plan grant entail?	9
Attachment A: List of corridors included in the Bicycle Transportation Plan Implementation Project, CFP 3501 (October 2020)	9A
▪ What is the process for considering special events and what special events are projected to be held in the City during the 2021-22 Fiscal Year?	10
▪ What are the costs and the timeframe associated with retaining an executive search firm?	11
Attachment A: Bob Murray and Associates – Proposal	11A
Attachment B: Peckham & McKenney – Proposal	11B
Attachment C: Ralph Andersen and Associates – Proposal	11C
▪ What options exist to enhance safety for the Artesia/Felton and Artesia/Rindge intersections?	12
▪ What would be the cost to install bulb-outs at every Grant Avenue intersection not already included in the Capital Improvement Program?	13
▪ What would be the cost to rehabilitate the Anderson Park Senior Center to include HVAC and PA systems?	14

Question	No.
▪ What repairs are needed to the Anderson Park Scout House facilities and what is the cost of repairs vs. the cost of full reconstruction?	15
▪ What has been the history of Quimby fee collection, what revenue is expected in FY 21-22, and what are the planned uses?	16
▪ What is the status of sworn officer staffing in the Police Department?	17
▪ What are the new ongoing technology needs of the Police Department?	18
What is the current status of paid parking programs in the City and what is the breakdown of the additional smart meters to be installed per Decision Package #43?	19
▪ What level of crossing guard services does the City currently provide and what are the anticipated benefits of outsourcing supplemental crossing guard services per Decision Package #41?	20
What are the service agreements that are necessary to maintain Fire Department operations? What is the funding source for these service agreements and platforms?	21
▪ How will the proposed Decision Package #'s 44, 8, 26, 27, 46 enhance the Fire Department's direct and indirect life-saving efforts to the community?	22
▪ What is the status of current staffing levels in the Redondo Beach Fire Department?	23
▪ What is the mission of the Fire Department and how is it staffed to accomplish the mission?	24
What are the Fire Department's training needs in order to meet the Community's response needs? What is the cost to train fire personnel the identified training goals?	25

Question	No.
▪ Which streets will be constructed as part of the current residential street rehabilitation and slurry seal capital improvement projects and which streets are anticipated to be included in the FY 2021-22 projects?	26
Attachment A: Citywide and District Maps for 2021-2023 Residential Street Rehab and Slurry Seal Projects	26A
▪ What improvements are planned in FY 2021-22 using Traffic Calming Project funds?	27
▪ What ongoing materials and equipment will be purchased with the funds requested in Decision Package #5?	28
▪ What improvements are anticipated in FY 2021-22 for the City's parks and recreation facilities identified as being in poor condition as part of the most recent assessment, including what improvements can be done to the area known as Turtle Park above the International Boardwalk?	29
▪ What is the cost and feasibility of repairing the irrigation lines along the North Redondo Beach Bikeway (SCE right-of-way)? What options does the City have to improve ROW maintenance and enhance the bikeway's appearance?	30
▪ What is the cost of studying and installing stop signs at the intersections within the bounds of Inglewood Avenue, Aviation Boulevard, Artesia Boulevard and Grant Avenue?	31
▪ What would be the cost to install flexible delineators and pedestrian advisory signs mid-span of street at marked crosswalks? Is it advisable per the California Manual for Uniform Traffic Control Devices (CA-MUTCD)?	32
▪ Can fines be avoided with the installation of a recirculation system at Seaside Lagoon and what is the estimated cost of a replacement facility?	33
▪ What Redondo Beach Performing Arts Center Deferred Building Maintenance Needs have been identified and what are their costs?	34

Question	No.
▪ What would it take to modify the traffic signals at the intersections of Del Amo & Prospect and at Beryl & Pacific Coast Highway to convert the left turn movements to become protected left turn phasing operation?	35
▪ What would it cost and take to conduct four to six compost giveaway events per year?	36
▪ What impact do CalPERS rate increases have on the City's budget? What are the projected increases in FY 2022-23? And what is the status of the bond issue to refinance the City's CalPERS unfunded accrued liability (UAL)?	37
▪ What modifications to allocations are recommended as part of the FY2021-22 budget balancing and what equipment is scheduled for replacement as recommended in the Information Technology – Equipment Replacement Decision Package #39?	38
▪ What is the status of the City's Sailing Program? What is the anticipated level of program participants, revenue and number of Boats?	39
▪ What is the typical per unit cost for the installation of on-grade parking spaces vs. structured parking spaces? What was the estimated cost for the Riviera Village Parking structure provided by Walker Consultants?	40
Attachment A: 3/12/2019 N.2 Administrative Report and Feasibility Report for the Riviera Village Business Improvement District Parking Structure	40A
▪ What would it cost to install, operate and maintain a 50-meter pool in the lot behind Aviation Gymnasium?	41
▪ What would be the costs to install a fence along the front access of Townsend Parkette?	42
▪ What work is necessary, and at what cost, to control the erosion on the north slope of Dominguez Park along 190th Street?	43

Question

No.

▪ What are the potential viable sites for future community gardens and what are the estimated associated City costs?	44
Attachment A: Surveyed Community Garden Sites	44A
▪ What is the impact to the FY2021-22 budget of an extension to the South Bay Center SPE, LLC agreement for overtime deployment of City Police Officers at the South Bay Galleria?	45
▪ What would it cost to install green bike lanes on Grant Avenue from Aviation Blvd. to Inglewood Ave.?	46
Attachment A: Sample intermittent green paint design – 60% Review Set Torrance Blvd.	46A
▪ What is the cost to purchase a striping truck for lane striping and a thermoplastic striping truck?	47
▪ What planning efforts are being made to transition Beach Cities Transit to Zero Emission Buses?	48
Attachment A: CARB ICT Regulation Fact Sheet	48A
Attachment B: ZEB Technologies	48B
Attachment C: ZEBRA ZEB Deployment Guide	48C
Attachment D: Subregional Mobility Matrix South Bay Cities 2015	48D
▪ How much revenue is collected from contract recreation classes?	49

Question	No.
▪ What is the feasibility of replacing the King Harbor Marquee Sign on Harbor Drive with either a like-for-like replacement or with an electronic message display sign upgrade?	50
▪ What is the City's current level of Code Enforcement staffing, how does it compare to historic levels, and what are the costs to provide supplemental code enforcement services? How is Code Enforcement response expected to improve by transferring personnel from the Community Development Department to the Police Department per Decision Package #28?	51
Attachment A: Administrative Report – Supplemental Code Enforcement Services	51A
▪ What is the process to obtain an updated Fire Services proposal from Los Angeles County and what is the status of the review with Manhattan Beach and El Segundo for the possible sharing of fire administration personnel?	52
Attachment A: Feasibility Study Process in Brief	52A
Attachment B: Guidelines and Processes – Requests for Fire District Services (July 2010)	52B
▪ What are the closing costs for the March 2nd 2021 General Municipal Election and other cost alternatives for future elections, such as Ranked Choice Voting to consider?	53
▪ What was the feedback received from the Harbor, Library, Public Works and Budget and Finance Commissions on the FY 2021-2022 Proposed Budget and the FY 2021-2026 Proposed Five-Year Capital Improvement Program?	54
Attachment A: Library Commission Letter to the Mayor and City Council	54A
Attachment B: Minutes from the Budget and Finance Commission and Public Works Commission Joint Meeting	54B

Question

No.

Attachment C: Memo Containing Harbor Commission Recommendations	54C
Attachment D: Memo Containing Budget and Finance Commission Recommendations	54D
What is the FY 2021-22 funding status (in the core budget and after decision packages) of positions that were deauthorized, frozen and eliminated with reorganizations in FY 2020-21? And what additional positions are recommended in FY 2021-22 Decision Packages?	55
Attachment A: Listing of Positions	55A
What are the City's General Fund probable, best and worst case financial scenarios for FY 2021-22 to FY 2025-26?	56
Attachment A: General Fund Five-Year Financial Plan	56A
What would be required to add an administrative citation program for certain code violations? What are the costs of such a program? How do our neighboring cities process code violations?	57
What are possible options for investigating financial violations related to campaign contributions?	58
Attachment A: Ordinance 3184-18	58A
Attachment B: Campaign Contribution Limits current summary	58B

BUDGET RESPONSE REPORTS FY 2020-21



CITY OF REDONDO BEACH BUDGET RESPONSE REPORTS FY 2020-21 PROPOSED BUDGET

The following is a list of questions raised regarding the FY 2020-21 Proposed Budget. The corresponding answer to each of these questions (the “Budget Response Report”) follows in the sequence reflected.

Question	No.
<ul style="list-style-type: none"> ▪ What corrections/adjustments need to be made to the FY 2020-21 Proposed Budget document for inclusion in the Adopted Budget? 	1
Attachment A: WED Division Pages	1A
<ul style="list-style-type: none"> ▪ What corrections/adjustments need to be made to the FY 2020-21 Proposed Budget document for inclusion in the Adopted Budget? 	1B
Attachment A: Revised Financial Summary	1BA
Attachment B: Revised Decision Package Listing	1BB
<ul style="list-style-type: none"> ▪ What corrections/adjustments need to be made to the FY 2020-21 Proposed Budget document for inclusion in the Adopted Budget? 	1C
Attachment A: Fire Performance Measure Hours	1CA
<ul style="list-style-type: none"> ▪ How does the City’s current and recommended staffing levels compare with that of surrounding cities? And how do the FY 2020-21 staffing levels compare with prior years? 	2
Attachment A: Full-time Employees Per Capita Comparison	2A
Attachment B: Employees Per Department Comparison	2B
Attachment C: Historical Budgeted Full-time Employee Count	2C
<ul style="list-style-type: none"> ▪ Are there alternatives to the budget balancing measures proposed in the FY 2020-21 decision packages? 	3
<ul style="list-style-type: none"> ▪ What was the cultural and entertainment rental activity at the RBPAC in FY 2019-20 and how has the Business Plan approved in 2007 affected the Center’s fiscal impact and facility booking percentages? 	4
<ul style="list-style-type: none"> ▪ What is the status of Transit Funding for FY 2020-21? 	5

Question	No.
<ul style="list-style-type: none"> ▪ What City vehicles and equipment are scheduled for replacement by the Public Works Department in the 2020-21 Fiscal Year, and what modifications to allocations are recommended as part of the FY 2020-21 budget balancing? 	6
<ul style="list-style-type: none"> ▪ What is the process for considering special events and what special events are projected to be held in the City during the 2020-21 Fiscal Year? 	7
Attachment A: Special Events Calendar 2020	7A
<ul style="list-style-type: none"> ▪ What modifications to allocations are recommended as part of the FY2020-21 budget balancing and what equipment is scheduled for replacement as recommended in the Information Technology – Equipment Replacement Decision Package #40? 	8
<ul style="list-style-type: none"> ▪ What Public Works expenses are charged to the Street Landscaping and Lighting Assessment District Fund and what cost reduction alternatives are available to reduce the General Fund subsidy to the Street Landscaping and Lighting Assessment District Fund? 	9
<ul style="list-style-type: none"> ▪ What has been the success rate of recent Fire Department recruitments? 	10
<ul style="list-style-type: none"> ▪ What is the annual amount and the genesis of the Harbor Uplands debt service payment? 	11
<ul style="list-style-type: none"> ▪ What are the City’s internal service fund and overhead allocations, and what policies and procedures govern them? What are the reasons for the changes in the FY 2020-21 allocations included in the proposed budget from those in the FY 2019-20 adopted budget? What is the opinion of the outside audit firm regarding the internal service funds? And what changes are recommended as part of the FY 2020-21 budget balancing? 	12
Attachment A: Administrative Policy/Procedures Internal Service Fund/Overhead allocation	12A
Attachment B: Internal Service Funds Comparison	12B
Attachment C: Internal Service Fund – Reports on Audit 2019	12C
<ul style="list-style-type: none"> ▪ What was the feedback received from the Harbor, Library and Budget and Finance Commissions on the FY 2020-2021 Proposed Budget and the FY 2020-2025 Proposed Five-Year Capital Improvement Program? 	13
Attachment A: Harbor Commission Letter to Mayor and City Council	13A

Question	No.
Attachment B: Library Commission Letter to Mayor and City Council - 4/2/2020 and 5/6/2019	13B
<ul style="list-style-type: none"> ▪ What was the feedback received from the Budget and Finance Commission on the FY 2020-21 Proposed Budget and the FY 2020-2025 Proposed Five-Year Capital Improvement Program? 	13A
<ul style="list-style-type: none"> ▪ What is the history of dredging in King Harbor and what are the plans for future dredging? 	14
<ul style="list-style-type: none"> ▪ What is the cost of maintenance for the Harbor moorings and what has been the utilization rate? 	15
<ul style="list-style-type: none"> ▪ What is the City's current level of staffing for Code Enforcement functions and how does it compare to historic levels? What are the pros and cons of supplementing Code Enforcement staffing with contract services and what would be the impact on Division revenues and expenditures? 	16
<ul style="list-style-type: none"> ▪ What is the process for increasing Street Landscaping and Lighting assessments in accordance with Proposition 218? 	17
Attachment A: Prop 218 Requirements	17A
<ul style="list-style-type: none"> ▪ Which streets will be constructed as part of the current residential street rehabilitation and slurry seal capital improvement projects and which streets are anticipated to be included in the FY 2020-21 projects? 	18
Attachment A: Preliminary List of Streets Scheduled for Improvement (2017 Report)	18A
<ul style="list-style-type: none"> ▪ What have been the historical internal service fund and overhead allocations to the Harbor Enterprise? 	19
Attachment A: Harbor Enterprise's ISF and Overhead for 15 years	19A
Attachment B: OpenGov Harbor Enterprise ISF and Overhead Allocation Chart for 11 Years	19B
Attachment C: State Lands Commission Review	19C
<ul style="list-style-type: none"> ▪ What would be the cost for a fixed radar unit on Aviation Blvd. at Grant Ave. and what improvements are planned as part of the 2020-21 Traffic Calming Project if the \$250,000 recommended appropriation is approved? 	20
<ul style="list-style-type: none"> ▪ What positions are vacant or projected to be vacant in the upcoming fiscal year, and what are the budgeted costs for each of the positions? 	21

Question	No.
How does the City’s organization structure appear before and after the position deauthorizations proposed in the Budget?	
Attachment A: Listing of positions - current, projected to be vacant and recommended for deauthorization	21A
Attachment B: Organizational charts – current and proposed in recommended decision packages	21B
<ul style="list-style-type: none"> ▪ What organizations use City meeting rooms at no charge and what is the value of their use? 	22
<ul style="list-style-type: none"> ▪ What are the actual line item operating expenses for each Department for the last five years? 	23
Attachment A: Line item operating expenses for each Department for the last five years	23A
<ul style="list-style-type: none"> ▪ What has been the Library’s historical usage by day and by hour? And what is the hourly cost to keep the Library open given the library system’s level of full-time staffing in FY 2020-21 if the Decision Packages are approved? 	24
<ul style="list-style-type: none"> ▪ Supplemental Information Related to Library Hours 	24A
<ul style="list-style-type: none"> ▪ What impact do CalPERS rate increases have on the City’s budget? What are the projected increases in FY 2021-22 and beyond? How can the City fund the future increases and what impact will recent investment losses from COVID-19 have on future CalPERS rates? 	25
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Question	No.
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<ul style="list-style-type: none"> ▪ What operating models have been used for the City's Harbor Patrol Unit and what has been the number of calls for service for the past four years? ▪ What options could be implemented to allow the Harbor Patrol Unit to operate with the recommended 1/3 budget reduction? 	31
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BUDGET RESPONSE REPORTS FY 2019-20



CITY OF REDONDO BEACH BUDGET RESPONSE REPORTS FY 2019-20 PROPOSED BUDGET

The following is a list of questions raised regarding the FY 2019-20 Proposed Budget. The corresponding answer to each of these questions (the “Budget Response Report”) follows in the sequence reflected.

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<ul style="list-style-type: none"> ▪ What are the City’s internal service fund and overhead allocations, and what policies and procedures govern them? What are the reasons for the changes in the FY 2019-20 allocations included in the proposed budget from those in the FY 2018-19 adopted budget? And what is the opinion of the outside audit firm regarding the internal service funds? 	2
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<ul style="list-style-type: none"> ▪ What is the status of the lease agreement for the facilities at 1922 Artesia Blvd. facility occupied by the Community Services and Police Departments? 	4
<ul style="list-style-type: none"> ▪ What is the status of Transit Funding for FY 2019-20? 	5
<ul style="list-style-type: none"> ▪ What is the status of the Veterans Memorial Project Donation Fund and what are the remaining project reimbursements? 	6
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Attachment B: City Council Minutes 3/24/2009	17B
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<ul style="list-style-type: none"> ▪ What is the status of identifying alternative locations for skatepark amenities and what are the projected costs to implement one or more skatepark amenities? 	23
<ul style="list-style-type: none"> ▪ Why are tree trimming costs expected to increase significantly during the next four-year cycle and can a portion of the \$300,000 recommended in Decision Package #46 be used for the City's tree trimming contractor to assist with the planting of new trees? 	24
<ul style="list-style-type: none"> ▪ Can bonds be issued for street maintenance, repairs and rehabilitation and repaid with funding from the Road Repair and Accountability Act of 2017 (Senate Bill 1) and other local transportation sales tax funding streams? 	25
Attachment A: METRO Borrowing Guidelines for Prop A, Prop C, Measure R and Measure M Local Return Programs – March 1, 2018	25A
<ul style="list-style-type: none"> ▪ What was the feedback received from the Harbor Commission on the FY 2019-2020 Proposed Budget and the Proposed Capital Improvement Program? 	26
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<ul style="list-style-type: none"> ▪ What is the cost basis for the current fire inspection fees, and what are the implications of charging a 30-minute inspection fee? 	27
<ul style="list-style-type: none"> ▪ What was the feedback received from the Budget and Finance Commission on the FY 2019-2020 Proposed Budget? 	28
<ul style="list-style-type: none"> ▪ How much is it estimated to cost to extend the North Redondo Beach Bike Path from Felton Lane to Inglewood Avenue? 	29
<ul style="list-style-type: none"> ▪ What are the City's current vacant positions and where is the City in the recruitment process for those positions? 	30
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<ul style="list-style-type: none"> ▪ Why does the lease appropriation in the Financial Services Department annual operating budget related to the former Redevelopment Agency South Bay Center (Galleria) revenue bonds remain unspent? 	31

Question

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CITY OF REDONDO BEACH

Budget Response Report #5

June 7, 2022

Question:

What transportation services does the City operate for seniors and people with disabilities? What would be the cost to provide a Taxi/TNC Program for seniors and people with disabilities?

Response:

The City operates two Beach Cities Transit (BCT) general public fixed routes, (Line 102 and Line 109,) that seniors and people with disabilities may use to meet their transportation needs. Fares for seniors and people with disabilities are 50 cents and monthly passes are \$10. City residents receive a pass subsidy and pay \$5 for a monthly pass. Due to COVID-19, fare collection was suspended in March 2020 on BCT services and passengers ride free.

The City supplements transportation services to resident seniors 62+ of age and people with disabilities of Redondo Beach and Hermosa Beach with the WAVE Dial-A-Ride (WAVE) program. The WAVE is a shared-ride curb-to-curb paratransit service, that operates daily, serving destinations within Hermosa Beach, Redondo Beach and designated satellite facilities in Torrance and Kaiser Medical facilities in Manhattan Beach. The \$1 fare for the WAVE has also been suspended since March 2020. The City owns 5 WAVE vehicles with ramps for safe access for wheelchair users and people who have difficulty with steps.

The WAVE operates Monday through Friday 6:00 AM to 8:30 PM, and Saturday and Sunday 8:00 AM to 8:30 PM, with reduced service hours on Thanksgiving Day, Christmas Day and New Year's Day. Riders can request trips for the same day, advanced reservation service, subscription service and group service. Same day services can be provided within two hours of request, advance reservations can be made 24 hours ahead of requested trip time, and subscription service may be scheduled up to 7 days in advance. The majority of trips are provided during the weekday.

The 2020 Census data shows a Redondo Beach senior (65+) population of 9,376 (13.1% of total population) and 2,433 residents with disabilities under 65 years of age (3.4% of total population). There are over 1,500 Redondo Beach residents and approximately 120 Hermosa Beach residents registered for the WAVE. Approximately 12% of the eligible Redondo Beach population is registered for the WAVE and new applicants continue to register for the program.

Before the COVID-19 pandemic*, WAVE ridership was averaging 1,110 trips per month, and trending towards 13,500 trips to be provided in FY 2019-20. After the State Stay-At Home orders were implemented, ridership decreased significantly to approximately 404 monthly trips (5 to 8 daily) through FY 2020-21. See Table 1 for WAVE service data.

Currently, FY 2021-22 ridership is improving with an average 608 monthly trips, approximately 50% of the total trips provided pre-COVID-19. Monthly trips continue to increase, with the majority taken by single riders in the vehicle. The WAVE service can easily provide more trips with the current bus fleet. The annual operations cost of the WAVE service including fuel is \$530,000 and is funded with dedicated transit funding under the Formula Allocation Procedure (FAP) and Proposition Local Return Funds.

Table 1 - WAVE Service Data

Fiscal Year	2017-18	2018-19	2019-20 July-Feb	2019-20 Mar-June	2020-21	2021-22 July-April
Service Hours	6,731	6,864	4,436	1,817	5,838	5,435
Boardings	14,201	13,669	8,880	1,437	4,845	6,082
Avg. Monthly Trips	1,183	1,139	1,110	359	404	608

Taxi Voucher or Transportation Network Companies (TNC) Transportation Subsidy Programs

In 2005, the City made major changes to its transportation services that implemented three fixed routes (102, 104 and 109), and cancelled the Dial-A-Taxi program for seniors and people with disabilities in order to convert to the WAVE Dial-A-Ride service.

Currently, South Bay cities have different approaches to providing supplemental transportation services for seniors and people with disabilities to their residents. Hermosa Beach supplements the WAVE service with a Dial-A-Taxi program (up to \$450/mo. per person), Manhattan Beach operates a Dial-A-Ride similar to the WAVE, El Segundo changed their dial-a-ride service in mid-2021 to use a Transportation Network Company (TNC) (up to \$600/mo. per person) due to issues with hiring drivers, and Torrance offers a Dial-A-Taxi program (up to \$156/mo. per person).

Funding

Dedicated Local Return Proposition A funds which pay for City transportation programs are fully allocated to current transportation services and programs, bus capital expenses, and the new Transit Center location. Unless changes in existing service levels were made, the addition of a new transit program would require the use of other Local Return Funds such as Proposition C, Measure R or Measure M, or the use of General Funds. A taxi/TNC transportation subsidy program is not eligible to be funded by FAP or other state transit operations formula funding.

Cities with Taxi/TNC Transportation Subsidy Programs

Each city has a different program design and parameters which determine the annual costs for their individual programs. These factors include: the eligible population size, the percentage of the population that uses the service and the frequency of use by each person, the monthly value allocated per person, the amount the City pays for each trip, the maximum trip distance allowed, the amount the City pays each month per person, age and eligibility criteria, the use of a TNC or taxi companies, and the cost of the program administration using in-house staff or an outside contractor.

Table 3, “Taxi Voucher/TNC Program Parameters and General Information” (at the bottom of the report), provides brief general information and the annual budgets of the supplemental Taxi/TNC transportation subsidy programs offered by El Segundo, Hermosa Beach, Torrance, and West Hollywood. Approximately 2.4% (50) of El Segundo senior residents are registered to use the TNC program, approximately 4.43% (119) of Hermosa Beach senior residents are registered to use the taxi voucher program, approximately 6.07% (1,500) of Torrance senior residents are registered to use the Dial-A-Taxi program, and approximately 7% (504) of West Hollywood senior residents are registered to use the Van/TNC program.

While Hermosa Beach and El Segundo offer higher monthly trip values per person, they both have a smaller eligible population that uses the program. Torrance and West Hollywood offer a lower monthly trip value but have higher eligible populations that use their program. The design of a Redondo Beach program would determine the overall cost of the service, and staff would need to return to City Council with various program design options and detailed cost estimates before a final figure could be provided.

The Redondo Beach senior population is 9,376, and the population of people with disabilities is 2,433. The program parameters and the percentage of population that could register and use the service will determine the annual transportation cost to provide a voucher/TNC program. The budget would be based on the estimated people registered for the program, their approximate use each month, and the monthly trip value allocated to users.

Taxi/TNC Program Costs

Table 2, “Taxi/TNC Transportation Example of Estimated Costs” (below) shows annual cost estimates for a Redondo Beach program with parameters similar to the other Cities. If the program parameters are designed similar to Hermosa Beach, El Segundo, Torrance or West Hollywood, based on projections between 4% (472) to 7% (827) of the senior and disabled population who register and regularly use the program, the total cost for trips provided would range from \$566,000 per year up to \$5.9 million per year. If the percentage of residents using the program is higher than 7%, the total cost for trips would be more than \$6M per year.

The lower estimated program transportation cost would have a monthly trip value amount similar to West Hollywood (up to \$100 per month per person) and the higher estimated

program cost would have a monthly trip value similar to Hermosa Beach (up to \$450 per month per person) or El Segundo (up to \$600 per month per person).

Table 2 – Taxi/TNC Transportation Example of Estimated Costs For Trips

Eligible 65+	9,375		9,375	
Eligible Disabled	2,433		2,433	
Percentage and Number of Users	4%	472	7%	827
Up to 40 rides/month @ \$15 value Monthly Value per person: \$600/month	\$3,400,992 / Year		\$5,952,000 / Year	
Up to 30 rides/month. Avg trip value: \$15 Average Monthly Value per person: \$450/month	\$2,550,774 / Year		\$4,463,802 / Year	
Purchase up to 12 ride credits, @ \$13 each Monthly Value per person: \$156/month	\$884,256 / Year		\$1,547,100 / Year	
Purchase up to \$100 ride credits monthly value per person Average 10 trips/month \$200/month (with a medical condition)	\$566,832 / Year		\$991,956 / Year	

In addition, the administration of the program would need to be contracted out, as there is inadequate City personnel to oversee the program, and a Request for Proposals would need to be prepared and issued for the service. West Hollywood contracts the administration of their program and budgets approximately \$153,000 per year for the contractor’s Project Manager, Customer Service Representative, Dispatcher, Call Center and application processing.

Table 3 - Taxi Voucher/TNC Program Parameters and General Information					
Category	El Segundo Dial-a-Ride with Lyft	Hermosa Beach Dial-A-Taxi	Torrance Taxi, Dial-A-Taxi	West Hollywood TNC program with Van	Redondo Beach
Eligibility Criteria	Resident 55+ or Disabled	Resident 62+ or Disabled	Resident 65+ or Disabled, Income- based fees	Resident 62+ or Disabled	Resident 62+ or Disabled (WAVE)
Total Population	Pop 16,654,	Pop 19,728	Pop 147,067	Population: 36,145	Population: 71,573
Senior Population	12.5% over 65: 2,081	13.6% over 65: 2,683	16.8% over 65: 24,707	20% over 62: 7,230	13.1% over 65: 9,376 3.4% disabled: 2,433
Number of participants	Approximately 50 registered 2.4% of eligible 65+	119 registered 4.43 % of eligible 65+	1,500 registered 6.07 % of eligible 65+	504 registered 7% of eligible 65+	Assumption of S/D: 4%: 472 participants 7%: 827 participants
Taxi or TNC	TNC- Lyft	South Bay Yellow Cab	All Yellow Taxi, Bell Cab, South Bay Yellow/United Checker Cab Co-op	Administration and Service Contract with Ambiance for lift vehicle or TNC (Lyft/Uber. 95% of trips are TNC)	

Table 3 - Taxi Voucher/TNC Program Parameters and General Information					
Category	EI Segundo Dial-a-Ride with Lyft	Hermosa Beach Dial-A-Taxi	Torrance Taxi, Dial-A-Taxi	West Hollywood TNC program with Van	Redondo Beach
Monthly per person maximum value or trips provided	Up to 40 trips @ \$15 value Monthly value: \$600	Up to 30 trips @ average \$15 value Monthly value: \$450	Purchase up to 12 ride credits @ \$13 each. Monthly Value: \$156	Purchase up to \$100 ride credits; average 10 trips/month. Eligible for \$200/month (medical).	
Annual Budget of trip expenses	New program. No current data.	FY21: \$55,000	\$1.2M – Pre-COVID \$800K during COVID	\$532,345	
Total Estimated Annual Cost	Up to \$50,000 Excludes Staff costs	Up to \$65,000 Excludes Staff costs	\$1 million Staff Costs: \$100,000	\$648,046 Excludes staff costs	

CITY OF REDONDO BEACH

Budget Response Report #6

June 7, 2022

Question:

What is the status of Transit Fund Revenues for FY 2022-23, and how will they be applied throughout the City?

Response:

All transportation programming is projected to be fully funded for FY 2022-23. Beach Cities Transit (BCT), as a recognized Municipal Transit Operator, receives its primary sources of funding from the Los Angeles County Metropolitan Transportation Authority (Metro) under the Countywide Formula Allocation Procedure (FAP) Transit Funds. Many elements of transit funding are voter-approved sales tax measures that provide stable sources of funding for transit activity. The use of Transit Funds and revenues are restricted to transit services and programs and are not eligible for non-transit related uses.

Due to the COVID-19 pandemic, the Federal Government approved the American Rescue Plan Act (ARPA) of 2021 which provided the Los Angeles County region \$1,464,954,367 of public transit formula operating and capital grants to prevent, prepare for, and respond to COVID-19. The ARPA authorizes the City to use these funds for reimbursement of BCT operating expenses, COVID-19 related costs, transit revenue losses, and transportation funding shortfalls. The ARPA transit funding allocations will continue to support FAP and farebox funding shortfalls in FY 2022-23.

Each year Metro approves the Countywide FAP Transit Funds for Municipal Transit Operators, and Proposition A/C, Measure R and Measure M Local Return Fund Allocations in June. Metro has projected a FAP funding increase of approximately 3.3% over FY 2021-22 Local Return revenue estimates based on economic forecasting data. BCT fare and bus pass revenues estimates are conservative, as the resumption of fare collection and BCT bus pass sales will begin later in FY 2022-23.

The City's FAP allocation is based on Metro's fare-unit formula that uses vehicle service miles and passenger revenues as factors to determine the proportionate share of revenue distributed to Municipal Transit Operators. Due to COVID-19, Municipal Transit Operators in the region suspended fare collection, so an average of FY 2019-20 and FY 2020-21 statistics will be used to determine the allocations for FY 2022-23.

Total available transit funds - inclusive of FAP revenues, Proposition A Local Return Funds and ARPA funds - are estimated to be approximately \$5,298,785 for FY 2022-23. The following is a summary of transit revenues for FY 2022-23:

Anticipated FY 2022-23 Transit Fund Revenues

Proposition A Fund Local Return Allocation Reserve Fund	\$ 860,674
Metro Transit FAP Funds Allocation FY 2022-23	\$ 3,126,817
ARPA Federal Transit Funds	<u>\$ 1,341,294</u>
Total Estimated Transit Fund Revenue	\$ 5,298,785

Transportation program expenditures include programming for BCT and WAVE service operations, transit center facilities operations, management and maintenance, transit marketing, transit security, bus pass sales and subsidy programs, senior and youth recreational trips, professional consultants, personnel costs, general transportation administration, and rideshare programming related to Rule 2202 compliance (SCAQMD regulation). In addition to the regular program costs, there will be increased costs related to the additional COVID-19 safety measures that have been implemented for public and operator safety, bus operations, transit operations facility and equipment cleaning. Additionally, Transit Fund expenditures will increase in FY 22-23 when the new transit center facility is operational due to new costs for building, landscaping and parking lot maintenance as well as increased utility usage.

Proposition A Fund Local Return funds require expenditure within three years of funding allocation. The City receives and spends approximately \$1.6 million Proposition A Fund Local Return funds per year; unexpended Proposition A Fund Local Return funds are placed in the Proposition A Special Revenue Fund for future allocation. The FY 2020-21 CAFR lists a fund balance of over \$2M. The City also receives funds from the South Coast Air Quality Management District (SCAQMD), the Federal Transit Administration (FTA), and California Department of Transportation (CALTrans) for capital and special project purchases.

CITY OF REDONDO BEACH

Budget Response Report #7

June 7, 2022

Question:

The Proposed Budget includes a Decision Package recommending funding for the restoration of facility hours at the North Branch and Main libraries. What would the North Branch Library hours of operation be if the Decision Package is approved?

Response:

In FY 2020-21, due to COVID-19, facility hours at the North Branch Library were reduced by 8 hours per week, and at the Main Library by 16 hours per week. The combined reduction in hours resulted in part-time savings of approximately \$170,000.

Prior to FY 2020-21, the North Branch was open to the public during the following hours:

Monday – Thursday	12:00 PM – 8:00 PM
Saturday	9:00 AM – 5:00 PM

Currently the North Branch is open to the public during the following hours:

Monday – Thursday	1:00 PM – 7:00 PM
Saturday	9:00 AM – 5:00 PM

If “Decision Package #5 – Restoration of Library Hours” is approved, the North Branch library will be open to the public during the following hours:

Monday – Thursday	11:00 AM – 7:00 PM
Saturday	9:00 AM – 5:00 PM

The realignment of operating hours from 12:00 PM – 8:00 PM to 11:00 AM – 7:00 PM is suggested to better serve patrons during times of peak demand. Restoring the 8-hour Monday through Thursday schedule at the North Branch Library costs approximately \$30,000 per year in additional part-time funds.

CITY OF REDONDO BEACH

Budget Response Report #8

June 7, 2022

Question:

Which area library systems have gone fine free? How much annual revenue does the Redondo Beach Public Library typically collect from fines? Why do library systems choose to go fine free?

Response:

Within the last five years, library systems in the following cities and counties have gone fine free: Altadena, Burbank, County of Los Angeles, Glendale, Inglewood, Los Angeles, Monterey Park, Palmdale, Pasadena, Sierra Madre, Simi Valley, Thousand Oaks, and Ventura County.

Library systems in Azusa, Calabasas, Oxnard, and Pomona are considering going fine free in the upcoming fiscal year.

El Segundo Public Library, Palos Verdes Library District, and Santa Monica Public Library are currently fine free for juvenile materials. El Segundo and Santa Monica libraries are considering going fine free for all materials this year.

The Redondo Beach Public Library is budgeted to collect approximately \$12,000 in library fines for overdue materials this fiscal year comprised of approximately \$5,400 in late fines on adult materials and approximately \$6,600 on juvenile materials. Total revenue from library book fines represents 0.3% of the Library's overall budget.

Revenue from fines has decreased over the years due to reduced circulation of physical materials (and a corresponding increase in digital circulation), automatic renewal of items, and the closure of the library system during the COVID-19 pandemic.

Fine revenue since FY 2010-11 is as follows:

Fiscal Year	Amount
FY 2021-22 (to date)	\$5,328.73
FY 2020-21	\$2,751.27
FY 2019-20	\$20,954.06
FY 2018-19	\$41,023.31
FY 2017-18	\$45,484.84
FY 2016-17	\$51,648.48

FY 2015-16	\$59,438.35
FY 2014-15	\$66,106.46
FY 2013-14	\$77,608.60
FY 2012-13	\$79,032.76
FY 2011-12	\$86,163.16
FY 2010-11	\$96,021.83
TOTAL	\$631,561.85

If the Library were to forgive all previously issued fines (that remain uncollected), the lost revenue would total approximately \$170,000. Approximately 369 Redondo Beach Public Library active cardholders are currently blocked from using the Library due to owing fines of over \$10.00. The blocked cardholders represent 0.6% of total library system participants.

Library systems typically decide to go fine free because it is generally labor intensive to collect and reconcile fines and, from an equity standpoint, fines have been found to have a disproportionate impact on lower-income individuals, keeping them from fully engaging with libraries. It should be noted that fine-free library systems still bill for unreturned items, and a certain number of overdue items prevent a patron from checking out additional materials.

CITY OF REDONDO BEACH

Budget Response Report #9

June 7, 2022

Questions:

How does the City's Information Technology Equipment Replacement Program work and what equipment is recommended for replacement in FY 2022-23, per Decision Package #25 - Information Technology Equipment Replacement?

Response:

The City's Information Technology Equipment Replacement Program was established in FY 2005-06 as a way to keep the City's technological infrastructure up to date and to minimize failures and workplace disruption due to unreliable, outdated or failing computer hardware and software. The City had experienced considerable disruption due to old technology from the time it started implementing non-mainframe-based solutions around 1993 up to 2006. The replacement program was funded to combat these disruptions and to proactively maintain a mission critical system. Since the program's implementation, the City has enjoyed a very robust and reliable technological infrastructure.

During each mid-year budget review, IT staff evaluate the equipment replacement schedule and add or remove equipment based on current needs and circumstances. IT staff may also extend or reduce the lifespan based on the condition of the equipment or pending changes in the technological cycle. For example, in FY 2007-08 instead of replacing 21 computer servers, the City funded the implementation of a virtual server infrastructure. At times, equipment is replaced for other reasons than simply reaching the end of its lifespan, such as technological advances or the inability of equipment to run current software.

The spreadsheet used to manage the IT Replacement Schedule was created by Financial Services staff and provided to the IT Department. The schedule is based on the estimated useful lives of the equipment across a 10-year rolling period. The replacement value is calculated using a 3.5% compounded rate against the purchase price of the equipment, software and services for the respective number of life span years assigned. Examples are provided in the below table:

Equipment	Purchase Price	Life Span Years	Replacement Value Full Life (3.5% compounded rate)	Annual Rental
Network Edge Equipment	\$600,000	7	\$971,217	\$138,745
Network Core Routers	\$100,000	7	\$161,869	\$23,124

Each fiscal year, an IT Internal Service Annual Rental charge is assessed to each department for the eventual replacement of technological equipment. These charges are independent of the IT Internal Service Fund charges for personnel and maintenance and operations. The number of departmental computers, computer-related equipment, telephones, and telecom-related items is used to allocate equipment that cannot be identified directly to a department. The total yearly charge (beginning in FY 2006-07) has ranged from approximately \$420,000 to \$736,000 depending on the equipment included in the replacement schedule each year. The charge has declined over time as we move from capital equipment expenses to subscription-based services. The table below contains past departmental annual rental charges:

Fiscal Year	Amount
FY 2022-23	\$496,711
FY 2021-22	\$512,969
FY 2020-21	\$0
FY 2019-20	\$477,706
FY 2018-19	\$462,563
FY 2017-18	\$462,508
FY 2016-17	\$441,795
FY 2015-16	\$488,259
FY 2014-15	\$495,432
FY 2013-14	\$477,234
FY 2012-13	\$494,909
FY 2011-12	\$617,354
FY 2010-11	\$588,166
FY 2009-10	\$636,403
FY 2008-09	\$736,905
FY 2007-08	\$736,905
FY 2006-07	\$420,200

For FY 2020-21, due to budget restrictions, staff extended the life of equipment by one year and suspended the departmental rental charges. This extended the lifespan and replacement cycle of all equipment by one year and saved the General Fund \$454,748 and other funds \$95,158. The end result was a revenue reduction to the Information Technology Fund of \$548,906, representing approximately a 19% reduction in the IT budget.

FY 2022-23 Equipment Replacement:

Each fiscal year, a budget Decision Package is recommended for Council consideration to allocate funds from the IT Replacement Fund to the IT Internal Service Fund for equipment scheduled for replacement. Equipment is only recommended for replacement when it is fully funded - the funds to pay for the FY 2022-23 IT replacement program are currently fully accrued in the IT Replacement Fund.

The amount requested to be allocated each fiscal year depends on which equipment is scheduled to be replaced. It can be more or less than the annual departmental rental charge. Previous years allocations approved by City Council from the IT Equipment Replacement Fund to the IT Internal Service Fund are as follows:

Fiscal Year	Amount
FY 2022-23 (Proposed)	\$211,245
FY 2021-22	\$432,695
FY 2020-21	\$1,133,086
FY 2019-20	\$234,385
FY 2018-19	\$427,712
FY 2017-18	\$105,710
FY 2016-17	\$543,700
FY 2015-16	\$246,533
FY 2014-15	\$220,471
FY 2013-14	\$985,291
FY 2012-13	\$550,298
FY 2011-12	\$327,000
FY 2010-11	\$136,743
FY 2009-10	\$201,875
FY 2008-09	\$436,452
FY 2007-08	\$1,101,301
FY 2006-07	\$441,600

Following are some examples of enterprise wide mission critical systems that have benefitted from the replacement program:

- Data Network Infrastructure - (2006, 2013, 2021)
- Telecommunications System – (2006, 2012, 2021)
- Public Safety Computer Aided Dispatch and Records Management Systems (2005, 2010, 2015)
- Network perimeter firewalls – (2010, 2016)
- Network Equipment Battery Backup – (2011, 2015, 2019)
- High speed document imaging scanners – (2010, 2014, 2016, 2019)

An appropriation from the IT Equipment Replacement Fund (fully funded for FY 2022-23) to the Information Technology Internal Service Fund (Decision Package #25) is necessary to implement the FY 2022-23 IT replacement program.

In FY 2020-21, in light of the City’s financial situation, staff recommended that only City network equipment be replaced as it had reached end-of-life and was showing some signs of instability (noisy fans, failures, unexpected behavior, etc.). All other equipment scheduled for replacement was deferred to FY 2021-22 and as such those funds remained in the IT Equipment Replacement Fund.

Below is a listing of technological equipment scheduled for replacement in FY 2022-23 and the estimated costs that make up the requested \$211,245:

Information Technology:

Replacement Item	Amount
Enterprise Perimeter Firewall <ul style="list-style-type: none"> • Acquired in 2016. Equipment will be ~6 years old upon replacement. Protects City network through a host of security features. Newer, more advanced model now available. 	\$43,024
Copy Center Paper Folder. <ul style="list-style-type: none"> • Acquired in 2017. Equipment will be ~5 years old upon replacement. 	\$7,053
Copy Center Tape Binder <ul style="list-style-type: none"> • Acquired in 2017. Equipment will be ~ 5 years old upon replacement. 	\$7,053
Identification Card printer and Camera <ul style="list-style-type: none"> • Acquired in 2018. Equipment will be ~4 years old upon replacement. Used to generate and print City employee identification cards. 	\$7,459

Fire Department:

Replacement Item	Amount
Portable Smart Board <ul style="list-style-type: none">Acquired in 2016. Equipment will be ~6 years old upon replacement.	\$9,834
Fire Vehicle Modem <ul style="list-style-type: none">Acquired in 2017. Equipment will be ~5 years old upon replacement. Modems connect Fire vehicles to the City network.	\$14,252

Engineering:

Replacement Item	Amount
Conference Room Projector <ul style="list-style-type: none">Acquired in 2015. Equipment will be ~5 years old upon replacement.	\$2,613

City Clerk:

Replacement Item	Amount
High Speed Document Scanners – 3 Ea. <ul style="list-style-type: none">Acquired in 2018. Equipment will be ~4 years old upon replacement. Used to scan documents into the Laserfiche document imaging system.	\$ 34,353

City Attorney:

Replacement Item	Amount
Document Scanner <ul style="list-style-type: none">Acquired in 2018. Equipment will be ~4 years old upon replacement.	\$6,584

Library:

Replacement Item	Amount
Receipt Printers <ul style="list-style-type: none">Acquired in 2018. Equipment will be ~4 years old upon replacement.	\$6,584

Police Department:

Replacement Item	Amount
High Speed Document Scanners <ul style="list-style-type: none">Acquired in 2018. Equipment will be ~4 years old upon replacement. Used to scan documents in to the Laserfiche document imaging system.	\$22,902
Briefing Room Projector <ul style="list-style-type: none">Acquired in 2016. Equipment will be ~6 years old upon replacement.	\$7,376
Police Vehicle Modems <ul style="list-style-type: none">Acquired in 2017. Equipment will be ~5 years old upon replacement. Used to connect Police patrol vehicles to the City network.	\$33,255
Video Surveillance View Stations <ul style="list-style-type: none">Acquired in 2019. Equipment will be ~4 years old upon replacement. Used by PD staff to view and monitor surveillance video.	\$8,906

CITY OF REDONDO BEACH Budget Response Report #10

June 7, 2022

Question:

What is the cost for adding shade structures over existing park play equipment similar to what was constructed at Perry Park?

Response:

The existing shade umbrellas used at Perry Park, as shown below, are attached elements of the play structures. Due to structural safety and liability concerns it is not practical to install this type of shade structure on existing play equipment at other parks post construction.



Perry Park Umbrella Shade Feature

The preferred method to increase shade over existing play equipment is to add separate freestanding structures. The two most common types of freestanding shade structures are canopy style and sail style, as pictured below.

The cost for canopy style structures ranges from \$7,000 to \$50,000, depending on the size and height of the structure. The most popular size, a 20' x 20' structure with an eight-foot entry height, costs roughly \$10,000. Installation costs, which includes concrete footings, support columns and associated hardware, vary significantly depending on the size of the play structure and the type of surface on which it sits. Installation costs range from \$15,000 to \$50,000. The cost to install a 20' x 20' structure is about \$18,000.



Canopy Style Shade Structure

Sail style structures are more expensive than canopy structures, with costs ranging from \$10,000 to \$75,000. The cost for a structure with 20-foot sides is about \$18,000. Installation costs are similar to that of canopy style structures.



Sail Style Shade Structure

The Public Works Department's annual operating budget does not include funding for the installation of shade structures at existing play equipment facilities. If the City Council would like to install additional shade structures, it is recommended that the park sites be identified and specific project funding be appropriated as part of the Capital Improvement Program.

CITY OF REDONDO BEACH

Budget Response Report #11

June 7, 2022

Question:

What is the cost to purchase and install radar feedback signs that collect vehicle speed data?

Response:

The Public Works Department has deployed a number of static radar feedback (RFB) signs and is in the process of obtaining more to improve driver awareness, calm traffic, and reduce vehicle speeds. These “static” RFB signs are in addition to the portable signs mounted on trailers used by the Police Department.

In the current Public Works inventory, the RFB signs provide an instantaneous display of the speed of an approaching vehicle but do not track or retain data. Newer sign technology can support remote monitoring and data collection from the RFB signs, including a cloud-based data mining and reporting platform. These RFB signs communicate via on-going cellular service, which is bundled upfront as part of the purchase. Solar powered options also exist to simplify placement compatibility.

The price for the sign (hardware), software and cellular subscriptions, with a 10-year maintenance term has a one-time cost of approximately \$7,500 per sign unit. Most locations utilize two RFB signs, with one pointed in each travel direction. The installations have been performed by City crews, but could be contracted out in the future to avoid impacts on staff resources. Installation costs vary depending on whether an existing pole can be used for mounting or a separate pole must be purchased and installed at the desired location. Cost for installation and materials is estimated below for four scenarios, based on current market pricing.

<u>Existing Pole Installation / Contractor</u>		<u>New Pole Installation / Contractor</u>	
RFB Sign	\$7,500	RFB Sign	\$7,500
Labor	\$1,000	Labor	\$4,000
		Materials (pole, base, etc.)	\$2,500
<u>Total</u>	<u>\$8,500</u>	<u>Total</u>	<u>\$14,000</u>
 <u>Existing Pole Installation / City Crews</u>		 <u>New Pole Installation / City Crews</u>	
RFB Sign	\$7,500	RFB Sign	\$7,500
Labor	\$300	Labor	\$1000
		Materials (pole, base, etc.)	\$2,500
<u>Total</u>	<u>\$7,800</u>	<u>Total</u>	<u>\$11,000</u>

CITY OF REDONDO BEACH Budget Response Report #12

June 7, 2022

Question:

What would be the cost to install a dog run in Czuleger Park?

Response:

Most areas of Czuleger Park are not suitable for a dog run because the terrain is too sloped and do not allow for ADA compliance. However, there is a suitable flat area in the northwest corner of the park, outlined in red below.



This area is ADA accessible, as it is serviced by the elevator in the Plaza Parking Structure. It is also the furthest location from residences which would ease potential noise concern. A dog run of approximately 3,600 square feet could be created in this area.

The costs would be as follows:

Install perimeter fencing:	\$22,000
Install gate and holding area:	\$1,000
Install dog waste bag dispensers:	\$75
Install wood chips:	\$750
Install signage:	\$500
General site improvements:	\$5,000
Irrigation system modifications:	\$2,000
15% contingency	\$4,700
<hr/>	
Total	\$36,025

It should be noted that the dog run would also create on-going costs for maintenance and operation. The Public Works Department estimates an annual cost of roughly \$15,000 for trash and waste removal, restocking waste bags, replacing wood chips and other necessary maintenance.

The creation of similar dog runs in other parks throughout town have been popular and widely used by members of the community without greenspace to safely run their dogs in or around residences.

CITY OF REDONDO BEACH

Budget Response Report #13

June 7, 2022

Question:

What special events were designated as “Signature Events” and received City subsidy prior to the COVID related budget reductions in Fiscal Year 2020-21? What is the City’s special event review and approval process? What are special event organizers charged for City expenses?

Response:

Prior to FY 2020-21, special events occurring on public property fell into one of three categories: (1) Signature Events, (2) City-Initiated Events; and (3) Other Special Events. While these three categories are collectively referred to as “Special Events,” there are important distinctions between the three categories as noted below.

Signature Events – Prior to FY 2020-21, there were six designated Signature Events that received City funding and/or staff support. The list of Signature Events and the degree of support was reviewed annually by the City Council as part of the budget process. In addition to subsidizing staff costs in identified annual amounts, the City waived rental, permit, and parking fees for these events.

Prior to FY 2020-21, the following event subsidies were in place:

Signature Events	General Fund	Tidelands	Uplands
Super Bowl 10K Run/Walk	\$20,000	\$ -	\$ -
Lobster Festival	\$ 5,500	-	-
Springfest Carnival	\$ 8,190	-	-
Riviera Village Summer Festival	\$ 2,500	-	-
Riviera Village Holiday Stroll	\$ 2,500	-	-
4 th of July City Fireworks*	\$ -	4,200	16,800

*The City’s annual Fireworks event used to be hosted by a contract partner that collected all event fees and covered all costs beyond the identified subsidy. The City’s subsidy was offset by retained parking fees.

It should be noted that there were two additional special events, not designated as “Signature”, that received a cost waiver from the City, the King Harbor Sea Fair (\$2,000) and the King Harbor Boat Parade (\$2,000).

As a budget savings measure in FY 2020-21, the City eliminated signature event subsidies and required all event sponsors to fully cover event costs. As a result of this

policy change and due to COVID related group gathering restrictions and a lack of anticipated participation, several special events did not occur in FY's 2020-22 including three historic signature events; the Riviera Village Summer Festival, the Lobster Festival, and the Springfest Carnival.

Other Special Events – All other special events are subject to the City's review policy for special events as outlined below. These special events are required to pay all requisite fees and to cover any resulting costs to the City. On an annual basis, the Community Services Department prepares an event calendar which lists these special events with dates and locations to be published on the City's website. Some of these events were not held in FY 2021-22, including the South Bay Greek Festival and the St. Patrick's Day 5k Run.

City-Initiated Events – Additionally, there are a limited number of City-Initiated events which are sponsored and funded through City department budgets as part of their regular work program including the Community Open House, Volunteer Appreciation, Egg Hunt, and the Senior Health Fair. These events are largely self-contained and do not create impacts causing concern to residents or businesses and are funded through annual department operating budgets.

Special Event Review/Approval Process – The Community Services Department receives special event applications and coordinates the interdepartmental review of all special events. The process flows as follows:

1. Upon receipt of the completed application, Community Services staff will distribute an electronic copy of the completed Special Event Application to the Special Events Review Committee comprised of the following individuals:
 - a. Traffic Engineer
 - b. Police Chief or designee
 - c. Fire Chief or designee
 - d. Public Works Director or designee
 - e. RCS Director or designee
 - f. Risk Manager
 - g. Waterfront & Economic Development Director or designee
 - h. Community Development Director or designee
2. Requirements and cost estimates concerning the special event application are the collected via e-mail. In the event of significant concerns, a meeting of the above individuals is scheduled to review the application. In some cases, there is a pre-meeting of the Special Events Review Committee prior to the meeting held with the event promoter.
3. The event plan is modified/finalized based on direction from the Review Committee and the event is then executed with the identified supporting City resources.

4. Following the event, each impacted City department submits final charges for event support. Charges vary based on the size and scope of the event and typically include Public Safety staffing, Public Works support, Traffic Control Plan and Building Safety Inspections, and associated permit fees.

City Charges for Special Events – Invoices for each of the past year's events have been included as attachments to the BRR to illustrate typical City event charges. The attached invoices include the following special events:

- July 4 5K Run/Walk
- 4th of July Fireworks & Festival for a Fun 21
- Beach Life Festival – September
- LA Kings 5K/Walk
- Halloween Trick or Treat Stroll
- Riviera Village Holiday Stroll
- Redondo Beach Superbowl Sunday 10K



415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171

SPECIAL EVENT

INVOICE

DATE: 12-Jul-21

EVENT DATE: 3-Jul-21
EVENT: Independence Day 5K Run/Walk and Kids' Dash
SPONSOR: Village Runner Racing
ADDRESS/CITY: 318 Ave I, #509, Redondo Beach, CA 90277
CONTACT: Mike Ward, 310-993-6453

DEPARTMENT	DESCRIPTION	AMOUNT DUE	ACT NO.	PROJECT NO.
Business License	Business License Tax, \$34x1 day	-	10018000-400140	S1009
Community Services	Special Event Processing Fee	\$ 50.00	10032000-405520	S1009
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E	-	10052100-410720	S1009
Fire	Fire Inspection Fee	-	10022100-410500	S1009
Fire/Harbor Patrol	Fire Dept Standby: 24 staff hours	-	10022400-410520	S1009
Waterfront/Econ Dev	Tidelands Revenues	-	60045200-405010	S1009
Waterfront/Econ Dev	Uplands Revenues	-	60145200-405010	S1009
Police/Staffing	Police Fees/Staffing	\$ 14,041.00	10021180-410910	S1009
Police/Sound Variance	Sound Variance Permit	\$ 72.00	10021150-410910	S1009
Police/Parking Enforcement	Parking Meter Fees	-	10021200-410900	S1009
Public Works	Street Maintenance	\$ 3,903.30	10051800-411920	S1009
Community Services	Seaside Lagoon Rent / Staffing	-	60032600-410010-R1013	S1009
Community Services	Veterans Park - Rent / Staffing	-	10032500-405010	S1009
TOTAL DUE:		\$18,066.30		

Insurance/Waiver of Liability Cleared on: 6/29/21

Pay to: City of Redondo Beach
 Attn: Cashier's Office/Special Events
 P.O. Box 270, Redondo Beach CA 90277

** All Health Department, ABC, and other governmental regulations must be obeyed **

* For weekend/off-hour emergency contact list, call Police Front Desk: 310-379-2477, option 1, Ext. 2351.



SPECIAL EVENT INVOICE

DATE: 12-Jul-21

415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171

EVENT DATE: 4-Jul-21
EVENT: 4th of July Fireworks & Festival for a FUN 21
SPONSOR: Pike Properties and Management
ADDRESS/CITY: 1611 S Catalina Avenue #115
CONTACT: Jeff Ginsburg, 310-462-3221

DEPARTMENT	DESCRIPTION	AMOUNT DUE	ACT NO.	PROJECT NO.
Business License	Business License Tax, \$34x1 day	-	10018000-400140	S9999
Community Services	Special Event Processing Fee	\$ 50.00	10032000-405520	S9999
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E	-	10052100-410720	S9999
Fire	Fire Inspection Fee	-	10022100-410500	S9999
Fire/Harbor Patrol	Fire Dept Standby: 24 staff hours	\$ 1,693.52	10022400-410520	S9999
Waterfront/Econ Dev	Tidelands Revenues	-	60045200-405010	S9999
Waterfront/Econ Dev	Uplands Revenues	-	60145200-405010	S9999
Police/Staffing	Police Fees/Staffing	\$ 8,910.00	10021180-410910	S9999
Police/Sound Variance	Sound Variance Permit	\$ 72.00	10021150-410910	S9999
Police/Parking Enforcement	Parking Meter Fees	\$ 1,248.00	10021200-410900	S9999
Public Works	Street Maintenance	-	10051800-411920	S9999
Community Services	Seaside Lagoon Rent / Staffing	-	60032600-410010- R1013	S9999
Community Services	Veterans Park - Rent / Staffing	-	10032500-405010	S9999
TOTAL DUE:		\$11,973.52		

Insurance/Waiver of Liability Cleared on: 6-2-21

Pay to: City of Redondo Beach
 Attn: Cashier's Office/Special Events
 P.O. Box 270, Redondo Beach CA 90277

** All Health Department, ABC, and other governmental regulations must be obeyed **

* For weekend/off-hour emergency contact list, call Police Front Desk: 310-379-2477, option 1, Ext. 2351.



DATE: 12/2/21

415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171

EVENT: Beach Life Festival - 2021
SPONSOR: Sanford Ventures
ADDRESS/CITY: P.O. Box 809, Hermosa Beach, CA 90254
CONTACT: Allen Sanford

DEPARTMENT	DESCRIPTION	AMOUNT DUE	ACT NO.	PROJECT NO.
Business License	Business License Tax, \$34x1 day	-	10018000-400140	S9999
Community Services	Special Event Processing Fee	-	10032000-405520	S9999
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E	-	10052100-410720	S9999
Fire	Fire Inspection Fee	-	10022100-410500	S9999
Fire/Harbor Patrol	Fire Dept Standby	\$ 15,816.00	10022400-410520	S1034
Waterfront/Econ Dev	Tidelands Revenues	-	60045200-405010	S9999
Waterfront/Econ Dev	Uplands Revenues	-	60145200-405010	S9999
Police/Staffing	Police Fees/Staffing	\$ 50,282.51	10021180-410910	S1034
Police/Sound Variance	Sound Variance Permit	-	10021150-410910	S9999
Police/Parking Enforcement	Parking Meter Fees	-	10021200-410900	S9999
Public Works	Street Maintenance	-	10051800-411920	S9999
Community Services	Seaside Lagoon Rent / Staffing	-	60032600-410010-R1013	S9999
Community Services	Veterans Park - Rent / Staffing	-	10032500-405010	S9999
TOTAL DUE:		\$66,098.51		

**SPECIAL EVENT INVOICE**

DATE: 9/21/21

415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171 ext. 3466

EVENT DATE: 9/18/2021
EVENT: LA Kings 5K in Redondo Beach
SPONSOR: L A Kings
ADDRESS/CITY: 555 N Nash St El Segundo CA 90245
CONTACT: Jennifer Pope

DEPARTMENT	DESCRIPTION	AMOUNT DUE	ACT NO.	PROJECT NO.
Business License	Business License Tax, \$34x1 day	-	10018000-400140	S9999
Community Services	Special Event Processing Fee	\$ 50.00	10032000-405520	S9999
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E	-	10052100-410720	S9999
Fire	Fire Inspection Fee	-	10022100-410500	S9999
Fire/Harbor Patrol	Fire Dept Standby - 2 bike medics	\$ 720.00	10022400-410520	S9999
Waterfront/Econ Dev	Tidelands Revenues	-	60045200-405010	S9999
Waterfront/Econ Dev	Uplands Revenues	-	60145200-405010	S9999
Police/Staffing	Police Fees/Staffing	\$ 12,602.25	10021180-410910	S9999
Police/Sound Variance	Sound Variance Permit	-	10021150-410910	S9999
Police/Parking Enforcement	Parking Meter Fees - 6 hrs x 87 spaces	\$ 783.00	10021200-410900	S9999
Public Works	Street Maintenance	\$ 4,323.80	10051800-411920	S9999
Community Services	Seaside Lagoon Rent / Staffing	-	60032600-410010-R1013	S9999
Community Services	Veterans Park - Rent / Staffing	-	10032500-405010	S9999
TOTAL DUE:		\$18,479.05		



SPECIAL EVENT INVOICE

DATE: 2-Nov-21

415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171 ext. 3466

EVENT DATE: 31-Oct-21
EVENT: Halloween Trick or Treat Stroll
SPONSOR: Riviera Village Association
ADDRESS/CITY: 265 Avenida Del Norte, Redondo Beach, CA 90277
CONTACT: Kimberly Judy, 310-792-1355

DEPARTMENT	DESCRIPTION	AMOUNT DUE	ACT NO.	PROJECT NO.
Business License	Business License Tax, \$34x1 day	-	10018000-400140	S9999
Community Services	Special Event Processing Fee	\$ 50.00	10032000-405520	S9999
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E	-	10052100-410720	S9999
Fire	Fire Inspection Fee	-	10022100-410500	S9999
Fire/Harbor Patrol	Fire Dept Standby	-	10022400-410520	S9999
Waterfront/Econ Dev	Tidelands Revenues	-	60045200-405010	S9999
Waterfront/Econ Dev	Uplands Revenues	-	60145200-405010	S9999
Police/Staffing	Police Fees/Staffing - 14 hrs	\$ 1,890.00	10021180-410910	S9999
Police/Sound Variance	Sound Variance Permit	-	10021150-410910	S9999
Police/Parking Enforcement	Parking Meter Fees 62 spaces x 5 hrs	\$ 465.00	10021200-410900	S9999
Public Works	Street Maintenance	-	10051800-411920	S9999
Community Services	Seaside Lagoon Rent / Staffing	-	60032600-410010-R1013	S9999
Community Services	Veterans Park - Rent / Staffing	-	10032500-405010	S9999
TOTAL DUE:		\$2,405.00		

**SPECIAL EVENT INVOICE**

DATE: 8-Dec-21

415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171 ext. 3466

EVENT DATE: 2-Dec-21
EVENT: Riviera Village Holiday Stroll
SPONSOR: Riviera Village Association
ADDRESS/CITY: 1799 S Catalina Ave, Unit RVA, Redondo Beach, CA 90277
CONTACT: Kimberly Judy, 310-792-1355

DEPARTMENT	DESCRIPTION	AMOUNT DUE	ACT NO.	PROJECT NO.
Business License	Business License Tax, \$34x1 day	-	10018000-400140	S1015
Community Services	Special Event Processing Fee	-	10032000-405520	S1015
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E	-	10052100-410720	S1015
Fire	Fire Inspection Fee	-	10022100-410500	S1015
Fire/Harbor Patrol	Fire Dept Standby	-	10022400-410520	S1015
Waterfront/Econ Dev	Tidelands Revenues	-	60045200-405010	S1015
Waterfront/Econ Dev	Uplands Revenues	-	60145200-405010	S1015
Police/Staffing	Police Fees/Staffing: 4 officers	\$ 2,700.00	10021180-410910	S1015
Police/Sound Variance	Sound Variance Permit	-	10021150-410910	S1015
Police/Parking Enforcement	Parking Meter Fees 62 spaces x 10 hrs	\$ 930.00	10021200-410900	S1015
Public Works	Street Maintenance	-	10051800-411920	S1015
Community Services	Seaside Lagoon Rent / Staffing	-	60032600-410010- R1013	S1015
Community Services	Veterans Park - Rent / Staffing	-	10032500-405010	S1015
TOTAL DUE:		\$3,630.00		

Pay to: City of Redondo Beach
 Attn: Cashier's Office/Special Events
 P.O. Box 270, Redondo Beach CA 90277

**SPECIAL EVENT INVOICE**

DATE: 3-Mar-22

415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171 ext. 3466

EVENT DATE: February 12-13, 2022
EVENT: Redondo Beach Superbowl Run
SPONSOR: Redondo Beach Chamber of Commerce
ADDRESS/CITY: 1611 S Catalina Ave, #204, Redondo Beach, CA 90277
CONTACT: Dominik Knoll

DEPARTMENT	DESCRIPTION	AMOUNT DUE	ACT NO.	PROJECT NO.
Business License	Business License Tax, \$34x1 day	-	10018000-400140	S1001
Community Services	Special Event Processing Fee	-	10032000-405520	S1001
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E	-	10052100-410720	S1001
Fire	Fire Inspection Fee	-	10022100-410500	S1001
Fire/Harbor Patrol	Fire Dept Standby	\$ 1,800.00	10022400-410520	S1001
Waterfront/Econ Dev	Tidelands Revenues	-	60045200-405010	S1001
Waterfront/Econ Dev	Uplands Revenues	-	60145200-405010	S1001
Police/Staffing	Police Fees/Staffing	\$ 41,700.75	10021180-410910	S1001
Police/Sound Variance	Sound Variance Permit	-	10021150-410910	S1001
Police/Parking Enforcement	Parking Meter Fees: 62 spaces x 4 hrs	\$ 372.00	10021200-410900	S1001
Public Works	Street Maintenance/Staffing	\$ 11,317.46	10051800-411920	S1001
Community Services	Seaside Lagoon Rent - 3 days	\$ 1,500.00	60032600-410010-R1013	S1001
Building Services	Electrical/Generator Permits	\$ 583.20		S1001
TOTAL DUE:		\$ 57,273.41		

Pay to: City of Redondo Beach
 Attn: Cashier's Office/Special Events
 P.O. Box 270, Redondo Beach CA 90277

CITY OF REDONDO BEACH

Budget Response Report #14

June 7, 2022

Question:

What is the Fire Department doing to address training needs?

Response:

The recent assessment of the Fire Department identified inconsistent training as one of the principal concerns of Redondo Beach Firefighters. Inconsistent training is defined by the organization as the varied delivery and practice of the core firefighter skills used by members during emergency response. The Fire Department has developed an ambitious multifaceted approach to resolve this concern. These strategies include developing a comprehensive Training Matrix (see attached), assigning a Fire Division Chief to training as their principal responsibility, and hiring subject matter experts to deliver curriculum to all personnel. Decision Package #'s 18 and 53 support resolving these inconsistencies and providing top level training for all members of the department.

COMPREHENSIVE TRAINING MATRIX

Historically the Fire Department has relied on quarterly training exercises to maintain competency. This system has not grown as the demands for Fire Department services have expanded. This has resulted in inconsistencies between shifts as members work on different skills in varying ways. This variance is a challenge for employees as they work with different supervisors. This spring, the Fire Department assigned personnel to develop a Training Matrix in response to this identified weakness. Three months of staff work were committed to developing a comprehensive plan to satisfy the following benchmarks:

- Capture the Fire Department core competencies
- Provide a unified, systematic skill delivery that develops similar emergency operations
- Create a simple and easy to use plan
- Implement a training cycle that is coordinated with other regional Fire Departments
- Provide a paperless system that documents all members completing training
- Obtain buy-in and contribution from all members
- Develop skills that could be delivered by different members of the organization with similar results

The Training Matrix is currently being beta tested with several modules. The complete application of the plan is anticipated by the start of FY 2022-23. The Training Matrix covers a two-year cycle to capture all of the required Fire Department core competencies. Appendix A is a copy of the Redondo Beach Training Matrix with Quick Response (QR) code access. Each month introduces operational competencies with related skills sheets and reference material for review. Over 240 hours of training are captured in the Training

Matrix with an additional 36 hours of emergency medical continuing education. The primary focus of all training is the hands-on application of identified critical job performance competencies. The Training Matrix also incorporates a digital library with videos developed by the Redondo Beach Fire Department that highlight operational best practices.

TRAINING DIVISION CHIEF

Inconsistent training was also the product of different Fire Division Chiefs and Captains taking on the responsibility of training oversight. This process invariably created widely diverse practices and frustration among team members. In June, an acting Division Chief position was assigned training as their primary area of responsibility. This Fire Division Chief is charged with implementing the Training Matrix, standardizing the department practices, and updating the methods used to document training. As part of the executive staff the Division Chief position has the influence and organizational oversight to completely overhaul the department training process. The Training Division Chief also has the ability to impact change at the highest levels of the organization. The Fire Department training records also require a significant overhaul. Since the Fire Department lost the Training Officer position in 2008, training files have been irregularly updated and completed. Direction from the Training Fire Division Chief, with support from administrative staff, will confirm that training is delivered effectively and then properly documented.

SUBJECT MATTER EXPERTS AND TRAINING RESOURCES

The Redondo Beach Fire Department is an “all-risk” response agency, meaning that the agency is accountable for any emergency that our community may face. Emergency response competencies that are high-risk but low frequency require expertise found outside of the agency. Examples of these types of responses include hazardous materials, wildfires, technical rescues, and automobile extrications. Decision Package # 53 supports the hiring of experts from across the country to teach our Firefighters the best practices to mitigate high-risk emergencies. Using outside instructors also allows the Fire Department to have the same material delivered by experts to all of our Firefighters, reducing inconsistencies. An example of this type of specialized high-risk training is our Hazardous Materials IQ course presented by the experts from Federal Resource. These instructors work for the Miami-Dade Fire Department and travel across the country to teach Redondo Beach Firefighters. They have developed a system and curriculum that allows our Firefighters to rapidly identify the risks associated with any hazardous material spill and, if we can, rescue exposed victims.

A second component to improve training consistency is having the training resources to support hands-on practice. DP # 18 supports the Fire Department hiring outside experts and purchasing the props to support that training. Currently one of our high-risk Fire Department operations is ventilation, where our Ladder Truck Firefighters make access to the roof of a building to release the smoke from inside the structure. This operation allows firefighters inside of the structure to locate victims and determine where the fire is burning. This skill requires constant practice to safely and effectively master. Currently our firefighters travel to Manhattan Beach or the El Camino Fire Academy to use their ventilation training prop.

This limits their access to practice and developing ventilation skills is a challenge due to the infrequent exposure. DP # 18 supports the Fire Department building a ventilation training prop in Redondo Beach. This will allow firefighters to frequently practice a skill that can make a critical difference in rescuing victims in a fire.



TRAINING MATRIX 2023-2024

“Training Mission
Statement Here”

- 
- The background of the page features a large, semi-transparent watermark of the Redondo Beach Fire Department logo. The logo is a shield-shaped emblem with a double border. At the top, it reads "REDONDO BEACH" in a curved banner. The central part of the shield contains a Maltese cross with a fire helmet at the top, a fire axe on the left, and a fire hook on the right. The letters "R B" are in the top arm of the cross, "F D" in the bottom arm, and "E M S" in the right arm. At the bottom of the shield, the word "FIRE" is written in large, bold, capital letters.
1. Cover Sheet
 2. Introduction
 3. Table of Training Disciplines
 4. QR Code to Master Schedule & QR Code to Master Online Library
 5. Master Schedule for 2022,2023,2024
 6. Drill Evolution Template
 7. Skill Sheet Evolution Template
 8. Monthly Training Record

To do as a group/presentation:

- Develop Training Mission Statement
- 2. Understand Master Schedule and Rx Training
- Evolution Template
- Skill Sheet Template
- 5. APS and Sending Recorded Training to Training Department



Introduction

The Redondo Beach Fire Department is striving to increase the competency during emergency response while simultaneously increasing the safety of personnel. We are also always seeking to improve our customer service for the citizens, business partners, and visitors of Redondo Beach. As such, a thorough training program is being built to ensure standardized, consistent training for all members of the fire department. The purpose of this document is to provide systematic training to improve the efficiency and reliability of emergency response.

This training document will provide The Redondo Beach Fire Department with a detailed, multi-year training plan. This training plan is developed to create a safe, positive, and effective training environment. The training topics will enable all personnel to build upon foundational skills and to learn new and innovative firefighting concepts and techniques. The structure and content of this plan strives to provide the agency with a clear and concise training guide. Utilizing this guide will provide weekly, monthly, quarterly and annual training topics. The goal will be to follow this guide to meet the needed training topics set forth in this plan. Flexibility and revision will be expected as new training opportunities and agency and community needs arise or new events develop.

Personnel will be encouraged to promote personal training accountability, innovative thinking, and teamwork during all training activities. Reviewing training topics and skills prior to the training drills can also improve the training efficiency. It is imperative to create a new culture and mindset when it comes to training. Those cultural changes should include:

- providing training topics in advance
- providing resources to prepare personnel prior to topics
- encouraging positive dialogue, accepting that errors occur, and learning from them as an agency

Each discipline will be covered systematically throughout the training year. Topics will be loaded into the training matrix, so all crews can follow a consistent training schedule. The material covered will be developed by the captain assigned to that particular discipline. Station captains will ensure all training is provided to their respected shifts each month. Skill sheets, reference material, and video links will be uploaded as they are developed. This information will help personnel review material prior to training. Training records will be logged throughout the month to ensure proper record keeping and accountability.

Overview of training discipline are listed below:

Engine Company Operations	Quarterly	HOURS TBD
Truck Company Operations	Quarterly	HOURS TBD
RIC/VEIS/Search and Rescue	Bi-Annually	HOURS TBD
HAZMAT	Annually	HOURS TBD
Technical Rescue	Bi-Annually	HOURS TBD
Officer Development	Bi-Annually	HOURS TBD
Multi-Causality Incidents	Annually	HOURS TBD
Apparatus Operator	Quarterly	HOURS TBD
Multi-Company	Quarterly	HOURS TBD
Rapid Fire	Monthly	HOURS TBD
EMS Continuing Education	Monthly	HOURS TBD
Boat Operations	Monthly	HOURS TBD
APS Online Topics	Monthly	HOURS TBD





REDONDO BEACH FIRE DEPARTMENT
TRAINING SCHEDULE AND SKILL SHEETS

RBFD TRAINING SCHEDULE
WWW.REDONDO.ORG/RBFDTRAINING



RBFD SKILL SHEETS
WWW.REDONDO.ORG/RBFDTRAININGDOCS



Redondo Beach Fire Department

401 South Broadway
Redondo Beach, California 90277
Ph: (310) 318-0663
Fax : (310) 376-3407



Additional Notes:

NEW HURST TOOLS WORKED EFFICIENTLY

Critical Failures/Notes:

New Changes:

Feedback :

SAMPLE

E-mail Form

FIRE



Candidate/Firefighter

Evaluator/Instructor

Date

Evolution Performed:	Holmatro Extrication Equipment		
Equipment needed:	T61, Power Unit, Cutters, Spreaders, Rams		
Performance Objective	Assemble Equipment and Perform Extrication		
Evolution/Skill Steps	See Below		
Time	10 Mins		
Critical Failures	<ul style="list-style-type: none"> • Fails to peek and peel, prior to operating a tool. • Fails to maintain the 10/10/20 rule or places head, hand or other body part past the window threshold. • Fails to create a purchase point prior to attempting to spread the door. • Operates the tool while positioned between the tool and the vehicle. • Fails to manage panel movement or has to be stopped for personnel or equipment safety. • Fails to secure the door and have assistance in supporting the door prior to completely removing from vehicle. • Inappropriately utilizes tools during the operation. i.e. uses the cutter tips to create a larger gap. • Any unsafe condition in which the proctor must step in and stop the evolution. <p>Any step with an *** signifies a critical failure</p>		
	Pass	Fail	Complete
1. Build tool cache with all extrication equipment and Rescue 42's.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Assemble Holmatro Tools and prepare to perform extrication.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Peel and Peek Prior to cutting or spreading.***	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Perform Vehicle Extrication Techniques to remove door.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Notes:

Critical Failures/Notes:

New Changes:

Feedback :

SAMPLE

E-mail Form

FIRE

REDONDO BEACH

Training Record

Topic – Engine Company and Officer Training

Shift – A1

January

Personnel

	Engine	Officer
Boster	x	x
Yamamoto	x	x
Hong	x	
Odell	x	
Godinez	x	
Diaz	Missed	
Carvutto	Missed Mandatory	
Archambault	x	

CITY OF REDONDO BEACH Budget Response Report #15

June 7, 2022

Question:

What would it cost to repave Avenue I between Catalina Avenue and Elena Avenue?

Response:

The 2020 Pavement Management System Report (2020 Report) included a survey and evaluation of the pavement along the stretch of Avenue I between Catalina Avenue and S. Elena Avenue and provided a Pavement Condition Index (PCI) for the street segment of 52. This portion of Avenue I is approximately 55,590 square feet, which is equivalent to 6,177 square yards. PCI scores in this range are typically not good candidates for slurry seal treatment and require more intensive rehabilitation methods.

The recommended treatment for blocks with a PCI of 52 is typically a mill and thick overlay. The estimated unit cost for this treatment in the 2020 Report is set at \$50 per square yard.

Avenue I – Catalina Avenue to S. Elena Avenue Construction Costs

Total square yardage of asphalt:	6,177/SY
Unit cost for grind and thin overlay:	\$ 50/SY
Cost for Rehabilitating Pavement:	\$ 308,850

The above cost is only for paving rehabilitation and should not be used for budgeting without accounting for the additional work done by the City when these projects go to construction. There are additional costs to prepare design documents, repair concrete curb, gutter and ADA curb ramps as required, add back striping, replace traffic signal loops that are damaged in the milling process, and provide construction management and inspection services. For budgeting purposes, this number should be escalated by 25-30% to account for the other elements involved in completing the work. As such, the total cost to repave Ave I between Catalina and Elena Avenues is estimated to be \$400,000.



CITY OF REDONDO BEACH

Budget Response Report #16

June 7, 2022

Question:

What is the cost to enhance the crosswalks at S. Catalina Avenue and S. Elena Avenue?

Response:

The intersection of S. Catalina Avenue and S. Elena Avenue is a three-legged intersection with all-way stop controls and upgraded solar powered flashing LED stop signs. Recently, as part of the crosswalk enhancements at the intersection, a curb bulbout was added to the west side of S. Catalina Ave to focus pedestrian crossing at this location and to add visibility to pedestrians emerging from the sidewalk. In addition, high visibility continental-style crosswalks were added to the north and east legs.

As the crosswalks are already enhanced with flashing all-way stop controls, a bulbout, and high visibility crosswalk markings there are limited options for further enhancement due to regulations in the California Manual on Uniform Traffic Control Devices (CA-MUTCD) outlined in Section 4N.02 In-Roadway Warning Lights at Crosswalks. The Section states, "If used, In-Roadway Warning Lights at crosswalks shall be installed only at crosswalks with applicable warning signs. They shall not be used at crosswalks controlled by YIELD signs, STOP signs, or traffic signals."

One remaining option is the installation of raised pavement reflective markers in the crosswalk that would increase visibility for oncoming motorists, especially at night. The cost to add raised pavement markers is approximately \$500 for this intersection.

CITY OF REDONDO BEACH Budget Response Report #17

June 7, 2022

Question:

What is the cost to enhance the crosswalks at Grant Avenue and Aviation Blvd.?

Response:

The intersection of Grant Avenue and Aviation Blvd is an offset four-legged intersection (Grant Ave is opposite Ormond Lane) that is controlled by a traffic signal, with pedestrian heads at each corner. As such, there are limited options for enhancing the crosswalks with more electronic devices (e.g. beacons or rapid flashers) due to regulations in the California Manual on Uniform Traffic Control Devices (CA-MUTCD), as outlined in Section 4N.02 In-Roadway Warning Lights at Crosswalks. The Section states, "If used, In-Roadway Warning Lights at crosswalks shall be installed only at crosswalks with applicable warning signs. They shall not be used at crosswalks controlled by YIELD signs, STOP signs, or traffic signals."

The remaining enhancement options at this intersection include upgrading the current standard crosswalks to high visibility continental style crosswalks and installing a Turning Vehicles Yield to Pedestrians (R10-15) sign to remind drivers who are making turns to yield to pedestrians. The cost to complete these enhancements is approximately \$3,500.

CITY OF REDONDO BEACH

Budget Response Report #18

June 7, 2022

Question:

What do other cities charge merchants for use of outdoor dining parklets in the public right of way? How much parking meter revenue is lost per parking space and what expenses are involved in constructing a dining deck?

Response:

Staff contacted neighboring/comparable cities that have installed dining decks in public rights of way and found a wide variation of assigned fees and charges.

Neighboring Cities (alphabetical)

El Segundo – does not currently charge rent for dining decks or for the segment of Richmond Street that has been closed to traffic and used for outdoor dining.

Gardena – No rental fees on record.

Hawthorne – No rental fee on record. Application fees suspended through 06/30/2022.

Hermosa Beach - \$1.50 per square foot of area utilized.

Lawndale – No rental fees on record.

Manhattan Beach - \$3.00 per square foot. The fee is currently suspended to assist restaurants in recovering from pandemic impacts.

Other Comparable Cities (alphabetical)

Beverly Hills – Fees suspended through 12/31/2022, with fees varying from \$2.50 to \$5.00 per square foot for parklet dining under consideration by the OpenBH Conversion Code and Fee Structure Subcommittee.

Culver City - \$1.08 per square foot, plus a ROW Restoration Assessment, a Sewer Assessment, and an Application Fee.

Pasadena – Fees Suspended through 06/30/2022. Rates vary from \$0.51-\$1.34 per square foot and include an additional per spot parking recovery fee.

San Clemente - \$4.00 per square foot for public property, \$1.00 per square foot for private property.

Santa Barbara – Fees suspended through 07/01/2022.

Parking Meter Revenue

The rate charged for parking meters in Riviera Village is \$1.50 per hour. Meters are enforced from 6:00 am to 9:00 pm, making potential revenue per meter \$22.50 per day and \$8,212.50 per year.

However, several factors impact parking meter revenue, such as permit holders parking in metered spaces and spaces not being occupied. During the 2019 calendar year, when parking meter rates were the same, the City was not yet impacted by COVID-19 and there were no dining decks, the average revenue per meter in Riviera Village was \$3,527 per year, which equates to \$294 per month.

Dining decks vary in size and number of occupied metered parking spots. If we estimate that the average dining deck occupies three metered parking spaces, the City has accepted the loss of approximately \$882 in metered parking revenue per month for each dining deck. The average full parking space is 180 square feet, and three spaces total 540 square feet. As a comparison, if the City collects \$2 per square foot, per month for each dining deck, and the dining decks on average occupy three full parking spaces, the City would receive \$1,080 in monthly revenue.

Cost to Construct

The estimated cost to construct a permanent dining deck with K-rail traffic protection is approximately \$110 per square foot, including design, materials and installation. A deck of typical size (18' x 30') costs roughly \$59,400.

These estimates are based on previous installation costs and have been adjusted for the increased cost of construction over the past two years.

CITY OF REDONDO BEACH

Budget Response Report #19

June 7, 2022

Question:

What funding options are available to support the repaving of Grant Avenue?

Response:

Grant Avenue spans 1.25 miles from Inglewood Avenue on the east and Aviation Blvd. on the west. During the pavement study conducted by NCE in 2020 the estimated cost of repaving Grant Avenue was \$2,617,000. Given increased construction and material costs, and the additive costs for necessary sidewalk concrete repairs, design services and other soft costs, it is reasonable to assume that the estimated cost has increased by 25%, pushing the estimated cost to repave Grant Ave. to approximately \$3,300,000.

Grant Avenue is not a bus route and therefore is not eligible for Prop C funding, a source that is typically used for the City's busier arterial streets. Potential funding sources include SB 1 State Gas Tax, Local Return Measure R, Local Return Measure M, and/or future General Fund Capital allocations.

It should be noted however, that there are specific ongoing/recurring street projects, including the City's annual Residential Rehabilitation Project, that traditionally occupy a significant portion of the local return funds and SB 1 State Gas Tax funds. Furthermore, there are specific street projects, such as Artesia Blvd. from Harper Ave. to Hawthorne Blvd., Aviation Blvd. from Artesia Blvd to Manhattan Beach Blvd, and Rindge Ln. that are programmed to be funded by local return funds over the next three fiscal years. These projects, if approved in future CIP budgets as currently scheduled in the five-year program, will utilize the majority of available local return funds over the next several years.

Repaving Grant Ave. could be added to the unfunded CIP list and/or programmed for local return funds and capital funds in out years of the CIP plan. The council could also make Grant Ave. a priority in the deferred maintenance street CIP and fund it through that project account as funds become available.

CITY OF REDONDO BEACH Budget Response Report #20

June 7, 2022

Question:

What is the cost to remodel the restrooms on the International Boardwalk near Quality Seafood?

Response:

In March 2020, the Public Works Department installed six new entrance doors and repainted the restrooms located near Quality Seafood. There are additional upgrades that could also be implemented. The estimated costs for these improvements are as follows:

Replace floor tile	\$30,000
Replace plumbing fixtures	\$60,000

A full reconstruction of the restroom can-not be accomplished at this location because the current restroom foot print and existing structural walls do not allow for the expansion of stall space needed to comply with ADA standards.



As an alternative, there may be an opportunity to place brand new ADA-compliant restrooms in a portion of the space formerly occupied by the Fun Factory. For planning purposes, new infill restrooms in this setting are estimated to cost approximately \$500

per square foot. Assuming four restrooms, averaging 80 square feet each, the estimated construction cost is calculated to be \$160,000. An additional 50% should be added to include design costs, contingencies, and construction management services required to effectively complete the project. Using these assumptions, the resulting budget estimate is approximately \$240,000 for the installation of four new restrooms in the vacant former Fun Factory space.

CITY OF REDONDO BEACH

Budget Response Report #21

June 7, 2022

Question:

What is the cost to install raised crosswalks at four locations identified on Beryl Street and Diamond Street not currently included in the Capital Improvement Program?

Response:

Raised crosswalks can have the benefit of increasing visibility of pedestrians crossing a street and slowing traffic to accommodate the vertical displacement created by the raised portion of the roadway. Unlike midblock raised crosswalks that the City Council has considered in the past, raised crosswalks at intersections typically bring an entire intersection, not just the crosswalk, from street level to sidewalk level. The roadway rises somewhat abruptly at each leg of the intersection, inducing drivers to slow down to cross. Like raised midblock crosswalks, raised intersections also serve to reduce speeds and improve visibility of pedestrians. This forced slowing encourages motorists to yield to pedestrian crossers. Raised intersections also have the added benefit of being easier to navigate for emergency vehicles than crossing two raised crosswalks, one each at the entry point and departure point of the intersection.

The general cost to install a single raised intersection varies depending on the size of the intersection, the material used, and potential modifications to the existing infrastructure. The cost to install raised crosswalks along Beryl Street, at North Lucia Avenue and at North Maria Avenue, and along Diamond Street, at North Juanita Avenue and North Helberta Avenue, including design and construction, is estimated to be roughly \$547,000, (or \$137,000 per intersection). These intersections would require reconstruction of existing curb ramps, additional curb drains, adjustments to existing infrastructure, and the relocation of at least one storm drain side-opening catch basin.

The following is a summary of the benefits and disadvantages of raised intersections:

Benefits – Raised intersections create a safer, slow-speed crossing and public space at minor intersections. Similar to speed cushions and other vertical speed control elements, they reinforce slow speeds and encourage motorists to yield to pedestrians at the crosswalk.

Disadvantages – General disadvantages associated with the construction of raised intersections include cost of design and construction, especially if large modifications to existing infrastructure, such as reconstruction of existing curb ramps, storm drains, and catch basins, are required. Additionally, the construction of curb raised intersections can involve the removal of on-street parking spaces to accommodate the design (approximately 1 to 2 spaces per corner depending on the location and design).

CITY OF REDONDO BEACH

Budget Response Report #22

June 7, 2022

Question:

What is required to improve maintenance of the upper pond at Wilderness Park and to reconstruct the lower pond?

Response:

Maintenance of the Upper Pond

A program for regular and improved maintenance of the upper pond should include the following:

- Skimming the pond surface daily to remove twigs, trash and small debris
- Feeding the fish daily
- Back washing pond filters weekly
- Comprehensive cleaning once per year in the spring, which involves removing the fish to clean the sand and remove algae and other debris

It is estimated these tasks would require roughly 1,400 hours of staff time per year, which represents roughly 3/4ths of the annual work hours of a full-time Maintenance Worker 1. The cost for a part-time maintenance worker dedicated to this function would be approximately \$40,000 per year. Additionally, it is estimated that it would cost roughly \$2,000 annually for needed materials including fish food, algicides and skimming nets. For comparison, when staff previously contracted out maintenance of the upper pond it cost \$1,000 per month and provided for only one servicing per week.

Reconstruction of the Lower Pond

In 2019, staff prepared a BRR discussing the cost to renovate the lower pond. In it, the cost to install a shallow depth lined pond with water filtration was estimated at \$475,000. An expressed caveat was whether ADA accessibility would be required to this pond. This is an important issue that would require determination by an ADA compliance expert and an issue that could potentially subject the City to legal challenge.

The cost to install such an accessible path of travel could easily double the cost of the pond redevelopment. Escalation of pricing from 2019 to now, and the hyper volatility of the market in these last few months also lend themselves to uncertainty about the existing cost estimates. An initial budget estimate, inclusive of an ADA accessible path of travel to the lower pond could reasonably be estimated at \$1,000,000 and could vary by 20% to 30%. Maintenance costs for the pond's water system are likely to run between \$2,000

to \$2,500 per month initially, depending on the type of filtration system used (chlorine, biofiltration, etc.).

A new concern emerging this year is also whether development of this feature will be consistent with water restrictions likely to be imposed as the current drought worsens. In the past, water features were shut down due to water restrictions. The City's efforts to reduce water use elsewhere could be negated by the addition of a new water feature that will, over time, consume potable water.

CITY OF REDONDO BEACH

Budget Response Report #23

June 7, 2022

Question:

What is the status of sworn police officer staffing in the Redondo Beach Police Department?

Response:

The current staffing status for the Redondo Beach Police Department's 95 budgeted sworn personnel, as of June 1, 2022, is shown on the following table.

Position	Authorized	Frozen	Filled	Vacant
Chief of Police	1	0	1	0
Police Captain	3	0	3	0
Police Lieutenant	6	0	6	0
Police Sergeant	14	0	14	0
Police Officer	71	0	65	6
Total	95	0	89	6

The Redondo Beach PD currently has eighty-nine filled positions which includes two trainees who are currently part of the field training program, one police officer recruit currently in the academy, and one police officer recruit beginning the academy in July.

Three additional candidates were given conditional offers pending the results of their medical and psychological examinations and would bring the sworn personnel number to ninety-two (92). In addition, three Officers are out on IOD status, three Officers are on extended leave due to personal injury with no estimated return date, and two Officers are out on extended family leave.

Recruitment has been a consistent challenge for the Law Enforcement profession nationwide and Redondo Beach PD is not exempt from these challenges. The Department is committed to developing new and innovative ways to recruit qualified candidates via social media, academy visits, billboards, mobile sign boards, and professional flyers. Additionally, the Department is hoping to further incentivize hiring through the approval of Decision Package # 52 - PD Referral and Recruitment Program. This program would increase recruitment for lateral candidates through sign-on and referral bonuses. Additionally, the Department intends to continue to market the City's many video vignettes, special programs, special assignment details, positive history of community engagement, and its contemporary social media platforms to attract candidates from across the country.

CITY OF REDONDO BEACH

Budget Response Report #24

June 7, 2022

Question:

What are the estimated costs for the March 7, 2023 General Municipal Election?

Response:

On March 7, 2023, the City Clerk's Office will conduct the General Municipal Election for Councilmembers in District's Three and Five, the City Clerk, the City Treasurer and two members of the Redondo Beach Unified School District Board. Also included on the ballot, as of June 7, is the cannabis initiative (a 20-page ordinance, as written). It is also possible that additional measures will be included on the ballot as a result of recommendations from the Charter Review Advisory Committee. Additional measures could increase printing and postage costs depending on the volume and type.

Overall, the estimated cost for the election is \$353,725. Funding for the election is proposed as part of Decision Package # 21 and is comprised of the following:

- Staff: both part-time and overtime (pre-, day of, and post-election) to assist with the vote-by-mail process and signature verification in an amount of \$45,000;
- Postage: mailing of Voter Information Guide and prepaid vote-by-mail ballots in an amount of \$35,500;
- Election costs related to poll workers and location procurement in an amount of \$1,500;
- Supplies and Advertising costs for election associated supplies, certificate framing, annual election conference registration and travel, and legal advertising in an amount of \$5,925;
- Contracts/Professional Services:
 - Netfile – e-filing and City website publication of campaign finance reporting in an amount of \$4,800;
 - Consultants – professional services for pre-, day of, and post-election consultation and voter management election software in an amount of \$50,000;
 - Printing – fulfillment, printing of voter information guide, district and city-wide ballots, and language translation in an amount of \$150,000;
 - Ballot Tabulation Equipment – includes vendor assisted on-site services in an amount of \$50,000;
 - Candidate statement upfront costs in an amount of \$10,000; and
 - LA County - Verification of signatures not found in the county's subscription database in an amount of \$1,000.

CITY OF REDONDO BEACH

Budget Response Report #25

June 7, 2022

Question:

What are the benefits and feasibility of a self-service program at the North Branch Library?

Response:

As part of the January 2022 Strategic Plan process, the Redondo Beach Library Commission submitted a letter asking the City Council to consider implementing the open+access system for the North Branch Library. An analysis of the benefits and feasibility of a library self-service program was then added as an Objective of the Strategic Plan.

Developed by the company Bibliotheca, open+access is a system that allows patrons access to a library building, as well as the building's collections, computers, and Wi-Fi, during hours when the building is unstaffed. The service hours at both the North Branch and the Main Library were reduced during FY 2020-21 due to fiscal impacts from COVID-19. The North Branch is currently open thirty-two hours per week (down from forty) while the Main Library is currently open forty hours per week (down from fifty-six). Due to its smaller size, the North Branch is a more feasible location for open+access than the Main Library.

The implementation of open+access at the North Branch Library would offer multiple benefits. Primarily, it would allow for an expansion of service hours without incurring the full costs of staffing. As an example, the Hill Road Library in Ventura County implemented open+access in February of 2018 which allowed the branch to open two hours earlier during weekdays and Saturday and allowed for additional services on Sundays. This particular branch has over 1,000 program patrons and has provided these additional hours of service at an estimated 60% reduced cost compared to normal staffed operations.

Cities across the state have received the California State Library "Bringing the Library to You: Mobile Library Solutions" grant to implement open+access within their facilities. Santa Monica and Torrance are both recipients of this particular grant. While Santa Monica launched its open+access program in July 2021, Torrance was able to use grant funds to prepare for self-service hours by installing security cameras and retrofitting facility doors for automatic lock/unlock capabilities.

The California State Library plans to offer "Bringing the Library to You" grants again in FY 2022-23. This grant could potentially cover up to \$5,000 of set-up fees as well as the first two years of subscription fees.

Bibliotheca provided a quote to Redondo Beach Public Library for the installation and ongoing subscription fees to implement open+access at the North Branch Library. One-time installation fees total \$6,198, while ongoing subscription fees total \$10,688 annually.

The automatic door facing the parking lot would require modification to allow for electronically controlled access. Modifications could include a piggyback off a current access control, a link into the door sensor, or a dry contact relay going into an electronic strike lock. If the door has to be replaced entirely it could cost up to \$40,000. There is an adjacent manual door as well as a manual door on the opposite end of the lobby, facing Artesia Boulevard. Although these doors would remain locked to prevent entry, patrons could exit from them.

Bibliotheca is unable to provide security cameras for the North Branch due to the complexity of the building. Representatives from the City's existing security camera vendor, VectorUSA, provided the City with estimated costs. First year costs for the nine recommended cameras, installation, and monitoring would total approximately \$20,023 and ongoing annual maintenance costs would be approximately \$304. This turnkey system would tie into the existing video management software managed by the City Police Department.

The total cost for year one of the project, assuming the maximum cost for door modifications required, is estimated at \$76,909, with no grant funds factored in. Going forward, open+access would require ongoing costs of approximately \$10,688 for subscription fees and \$304 in security camera costs. This is compared to restoring eight staffed hours per week to the North Branch at a cost of \$30,000 annually in part-time funds. Additional hours, past the proposed restoration of eight per week, would require an additional allocation of full-time personnel.

<i>Installation Expenditures</i>		<i>Ongoing Annual Expenditures</i>	
Installation fee	\$6,198	Subscription fee	\$10,688
Subscription fee	\$10,688	Security cameras	\$304
Door modification	\$40,000	Total	\$10,992
Security cameras	\$20,023		
Total	\$76,909		

Attachments

- Library Commission strategic planning letter
- open+access quote
- VectorUSA proposal
- Ocean Park Branch photos



Library Commission	303 North Pacific Coast Highway Redondo Beach, California 90277-2838 www.redondo.org	tel 310 318-0676 fax 310 318-3809
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December 6, 2021

The Honorable Mayor of Redondo Beach
The Honorable Redondo Beach City Council
Redondo Beach Council Chambers
415 Diamond Street
Redondo Beach, CA 90277

Subject: Consider the Self-Service Model open+access for the North Branch Library During the Strategic Planning Process

Dear Honorable Mayor and Councilmembers:

As part of the strategic plan, the Library Commission would like the City to explore the library self-service model open+access, which allows patrons access to a library building, as well as the building's collections, computers, and Wi-Fi, during unstaffed hours. Due to logistical considerations the Library Commission believes that the North Branch building is a more feasible location for this service than the Main Library. The up-front cost estimate of \$50,000 may be eligible for grants. Ongoing operating expenses for open+access would be approximately \$1000 per month; the Library Commission estimates that, given staffing costs, anything above ten extra hours of service a month would produce operating savings.

During the FY 2020/2021 budget process, the hours for the Library system were reduced due to budget cuts. These reduced hours not only underserve the public but also leave a valuable City resource greatly underutilized.

- The North Branch, which had been and continues to be closed on Fridays and Sundays, had its hours reduced by 8 hours per week, so that the building is only open from 1 p.m.- 7p.m. Monday through Thursday as opposed to the prior schedule of 12 p.m.- 8 p.m. (Saturday hours remain the same).
- The Main Library's open hours were reduced by 16 hours per week in the FY 2020/2021 budget, and it is not open on Sundays.

While open+access has been successfully used in Europe for over a decade, Ventura County Library System was one of the first systems in the United States to implement it. The Library Commission had

the opportunity to hear a presentation by Ventura County Library Director Nancy Schram at its August 2 meeting. Director Schram deployed the open+access system at the new Hill Road Library in February of 2018 with great success.

The Ventura County Library System has registered over 1,000 patrons for the service and has allowed:

- Two additional early morning hours during weekdays
- Full-day Sunday “Express Hours”

Use of Express Hours rose by 78% in the first few months of use. The morning hours are unstaffed while the closing Sunday hours are temporarily staffed by a security guard. Since open+access has been in operation, the Library has had no incidents nor revoked any user privileges. The Ventura County Library System has determined that using open+access technology has increased access to basic library services at 60% lower cost¹ compared to traditional costs for staffed operations, and is now looking to expand this service to other locations.

This past year, Santa Monica Public Library and Torrance Public Library, both of which suffered open hour reductions, took advantage of California State Library “Bringing the Library to You: Mobile Library Solutions” grants in order to implement open+access at branch locations. Santa Monica Public Library launched the service on July 28, 2021 at the Ocean Park Branch in order to offer access to the building Wednesdays and Fridays between 10 a.m. and 4 p.m. Torrance Public Library is in the process of implementing open+access at the El Retiro Branch in order to offer early morning access to users of the surrounding park. Members of the Library Commission will visit the El Retiro Branch once open+access is in place to gain a better understanding of the technology.

The Library Commission estimates the up-front cost for open+access will be less than \$50,000 based on comparable installations and may be eligible for grants. It will also require support from City staff to install (cameras, cabling, and door access panel). Ongoing operating expenses for open+access would be approximately \$1,000 per month for the subscription costs vs. approximately \$100 per hour to staff the North Branch. Anything above ten extra hours of service a month would produce operating savings.

Frequently Asked Questions

- 1. How does it work?** Patrons 18 years or older in good standing will apply and complete required training to access the building during self-service hours. They will use a card and password to access the building. The North Branch already has self-service options for checking out materials and using the computers and Wi-Fi. Meeting room checkout could also be added.
- 2. Will patrons steal? Is it safe?** No incidents have been observed in Ventura County and the technology includes high-definition video recording equipment which the patrons are informed of during their training.
- 3. How much does it cost?** While requirements for each facility differ and grant funding may vary, the Library Commission has collected information from recent installations in the area. Torrance Public Library received \$5,000 in grant funds which they used for wiring the building, for the cameras, and for retrofitting the door for automatic lock/unlock. Bibliotheca equipment and the first two years of an annual subscription (\$9,000 per year) were also covered by the grant.

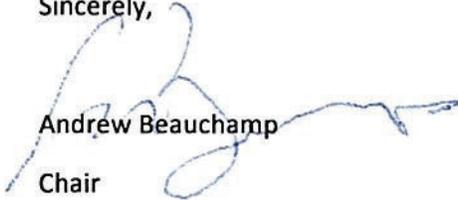
¹ open+access annual cost of \$11,100 equates to approximately \$17.79 per hour for 12 Express Hours per week, versus approximately \$43.95 hourly rate for salary and benefits for a Librarian position.

Through grant funding, Santa Monica Public Library received two years of a subscription to open+access (valued at around \$24,000), a one-time \$5,000 set-up fee, and the open+access system and cameras. The Santa Monica Public Library spent approximately \$30,000 in additional funds for labor and materials involved in modification of the facility, wiring for the library controller, wiring for the entry panel, the installation of components, a door locking mechanism and wiring, and wiring for the cameras.

4. **Who uses this service in Ventura County?** Parents with young children, older adults, working adults that need meeting space, and City employees.
5. **What about privacy of patrons?** Ventura County Library does not monitor the video feed. They keep it for 5 days in case an incident occurs. Access to the video feed is strictly limited to post-incident review.

In light of reduced hours reflecting current and anticipated future budget constraints, the Library Commission recommends that the City investigate the feasibility of implementing open+access at the North Branch as part of the strategic plan as a way to better serve the residents and optimize the City's resources.

Sincerely,



Andrew Beauchamp

Chair

Redondo Beach Library Commission



Redondo Beach Public Library

Extending Access and Advanced Analytics

Date: March 17th, 2022

March 17, 2022

Susan Anderson
Director, Redondo Beach Public Library
303 N. Pacific Coast Highway
Redondo Beach, CA 90277
tel 310 318-0674

Re: Extending Access and Advanced Analytics

Dear Mrs. Anderson,

Libraries today are faced with many unique challenges. We have conversations with libraries that are struggling to respond to the need for patrons to gain access to library materials during the Covid-19 pandemic. During our conversation this week, we learned of your preliminary goal for reopening Redondo Beach Public Library and that creating a safe way increase access to materials is a top priority.

More than ever, shift workers, students, senior citizens and vulnerable individuals all need Redondo Beach Public Library's resources. They need access to crucial library materials and services, and they need a self-service experience that allows them to safely socially distance and while accessing your resources. We don't know how long the current pandemic will last, but forward-thinking libraries like yours are taking action now so they can continue to stay relevant and accessible well into the future.

With the right partner, Redondo Beach Public Library can re-open its libraries with extended access technology that **increases access to your resources and keeps patrons safe during and after the Covid-19 crisis**. bibliotheca will support you in taking the next steps toward enhancing library services at a time when the community needs it most.

This proposal includes special pricing to assist Redondo Beach Public Library in re-opening its libraries. As the Covid-19 pandemic has shown us, libraries remain critical for their communities, and providing accessible and safe ways to access library materials is of utmost importance. Please contact me with any questions.

Sincerely,

Mason Humphrey
VP of Sales, West

Flexible extended access

Redondo Beach Public Library needs a solution that will allow you to comply with social distancing guidelines and embrace the need for increasing patron engagement and awareness by offering extended access to your resources. By moving quickly to deploy technology in safely re-opening your libraries, Redondo Beach Public Library will be making it safer for patrons to access materials and library services in a way they find most comfortable. In fact, 75% of patrons prefer self-service solutions, according to a recent study by [Pew Research Center](#). Staff members will also benefit from increased patron self-service, as they can focus on the needs of community, rather than spending precious time on transactional processes.

How can you **encourage patrons to return to Redondo Beach Public Library and reassure them that safe social distancing will be in place?** How can you use technology to control the number of people physically allowed in the building at one time to comply with social distancing guidelines?

Without a measured approach to allowing access, Redondo Beach Public Library risks becoming a virus hotspot.

Our proposal includes two different Open+ solutions that will allow patrons to enter the library during staffed and un-staffed hours to use your solutions and services or accurately track occupancy in the building/spaces.

Libraries around the world have offered Open+, our flexible extended access solution, to their libraries for years. bibliotheca's Open+ will support you in meeting Redondo Beach Public Library's goals:

- | Supports **social distancing compliancy**
- | **Extends access** to library resources during a time when more and more patrons will need it
- | **Increase library hours**, especially on Sundays and for branches with fewer open hours

We appreciate the opportunity to present our solutions and welcome any discussion about our proposal.



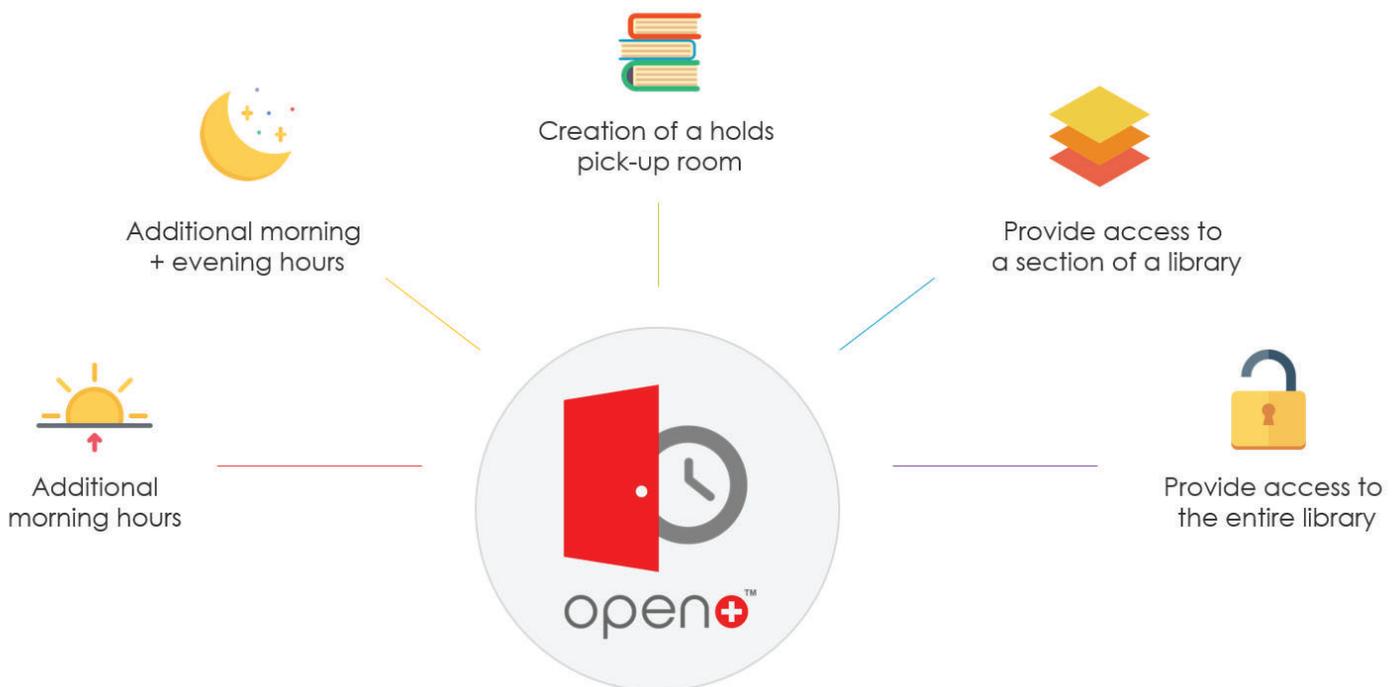
open+TM
by bibliotheca

open+ controlled library access

With almost 1000 libraries relying on open+ globally, bibliotheca is the first library technology provider in North America to bring a truly integrated library-focused solution that allows for extended access to library spaces and resources.

open+ complements staffed library hours, creating a more **convenient and accessible community hub**. From extending access to an entire library or only a section of it, providing full self-service resources or mainly a holds pick-up area, open+ allows libraries the **flexibility to extend access** in the way that best meets the needs of their community and space. There is no one-size-fits-all approach with this technology.

An annual open+ **subscription is predictable** as there is no increase to price if you increase open hours. In addition, the open+ subscription includes ongoing software releases and support for the entire solution, and it's a hosted solution, so CPL doesn't have to worry about on-site server maintenance.



Learn how open+ works: <https://www.youtube.com/watch?v=PoIV-h7bCR0>

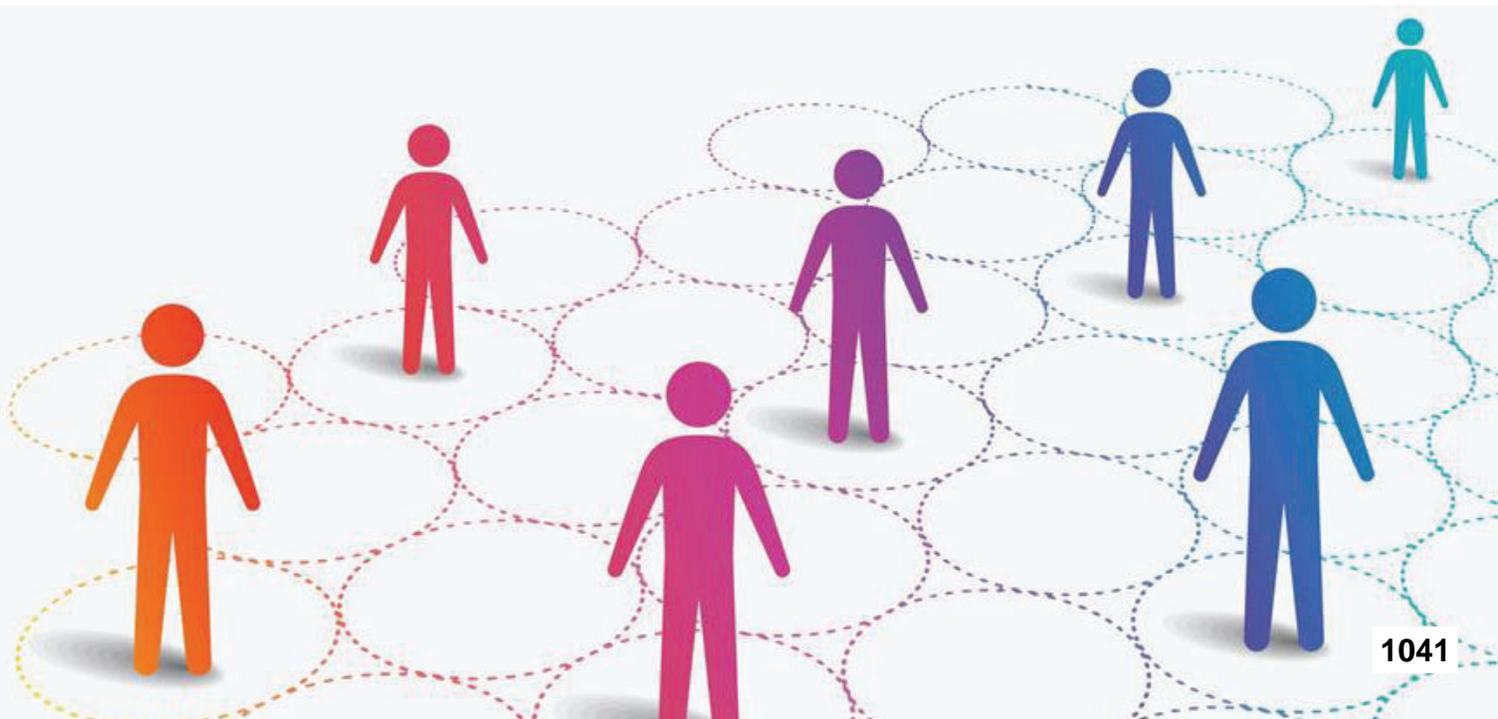
Helping libraries comply with new social distancing regulations

By using state-of-the-art technology, bibliotheca's Open+ solutions has been deployed at hundreds of libraries around to world to:

Control the physical access to the building: Using the Open+ Core access control panel, library staff can remotely and automatically lock the doors when the building has reached its maximum level of compliancy. This ensures continued support of social distancing within the library. It also eliminates the need for staff to personally attempt to restrict people from entering the library. Once a user leaves the library, freeing up capacity, the doors automatically unlock for new library users to enter. This delicate balance of ingress and egress is controlled by a central software system with flexible occupancy limits. open+ can be linked to our digital communication platform and other displays to inform users of current occupancy restrictions to entry.

Broadcast messages to all members: Open+ Core includes an integrated audio system that plays pre-recorded announcements triggered by customizable scenarios. Library staff can use these messages to let people know when the library is close to capacity and kindly ask those who have been in the library for an extended time to finish their visit and free up space for new visitors.

Gain real-time accurate people counts with Open+ Count: Using a flexible, 3D camera-based people-counting solution on select library entrances, Open+ Analytics quickly, accurately, and anonymously determines how many people are inside the building at one time. Paired with the occupancy software, live screens placed throughout the library display real-time occupancy counts. Color-coded warning levels provide a visual indicator of library capacity and warn users and staff when occupancy nears a non-compliance.



open+ Pricing

We have special pricing to assist Redondo Beach Public Library in re-opening your libraries with extended access solutions that can be tailored to each branch. The following pricing is the basic open+ Access & Count implementation with supporting hardware and software.

Products include implementation and 12-month warranty	Quantity	Price per Unit
open+ Access subscription & hardware service Annual per branch. This price is for 1 branch, however, if you implement Open+ Access at more than one location the pricing for the subscription goes down	1	\$9,989
open+ Access enterprise hardware for initial installation One-time, per branch. Hardware includes: <ul style="list-style-type: none"> 1 Controller 1 Entry panel 1 Amplifier 2 Speakers CAT7 cable/connectors 	1	\$4,499
open+ Count enterprise annual software & hardware subscription \$699 Annual per year, hosted. \$1,100 one-time fee for remote setup, configuration, and web portal access.	1	\$1,799
Introduction to open+ Count Training One-time remote training session (2 hours) for up to 10 staff to deep dive into the Open+ Count analytics solution, best practices, and how to present live information to the public	1	\$350
Shipping & Handling	1	\$249

Note: The library is required to prepare the sites for all open+ implementations according to bibliotheca's site-planning guides. Open+ Count hardware is self-install and the software and configuration is remotely installed by Bibliotheca.

Bill To
Redondo Beach Public Library
303 N Pacific Coast Hwy
Redondo Beach CA 90277
United States

Ship To
Redondo Beach Public Library
303 N Pacific Coast Hwy
Redondo Beach CA 90277
United States

Quote **QUO-US04731** **Date** 03/17/2022

Customer: C0002310-US **Payment Terms:** Net 30 Days
Quote Expiration: 06/15/2022 **Sales Rep:** Mason Humphrey

Item	Quantity	Net Price	Net Extended
Freight Standard Service SHP000001-000	1	249.00	249.00
Assy, open+ standard install OPN000920-000	1	9,989.00	9,989.00
Installation for: Assy, open+ standard install OPN000920-000-INT	1	4,499.00	4,499.00
open+ count 1 year subscription OPN000601-000	1	1,799.00	1,799.00
Introduction to open+ count and reserve EDU050020-000	1	350.00	350.00
Total:			16,886.00
Currency:			US Dollar

Terms and Conditions:

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, A copy of Tax Exemption Certificate is required with purchase order for all taxexempt customers.

Terms are NET 30 Days from Date of Invoice. Invoice is generated at the time of Shipment.

Quotations are good for 60 days. All dates are based on ship dates. Order must ship within the 60-day window.

After 60 days, quotation expires. Contact Bibliotheca for a New Quotation.

A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

Submit Purchase Order by fax to 877-689-2269 or by email to orders-us@bibliotheca.com.

Accepted By: _____
Accepted Date: _____
Customer Purchase Order Number: _____

Bibliotheca, LLC

3169 Holcomb Bridge Road, Suite 200
Norcross, GA 30071

www.bibliotheca.com
info-us@bibliotheca.com



Prepared For:

City of Redondo Beach Library
Susan Anderson
303 N. Pacific Coast Highway
Redondo Beach, CA 90277

Project Description:

New Turnkey Surveillance System
Proposal V.1

Prepared By:

Salvador Palacios
Account Executive
310-436-1090
spalacios@vectorusa.com

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Company Overview

VectorUSA's corporate vision is to become the unsurpassed standard in "connecting people to information and the world." We build our business one customer at a time through our family of dedicated employees providing reliable, high quality communications designs and solutions that exceed our customers' expectations.

Headquartered in Torrance, CA, with offices in San Diego, CA, Rancho Cucamonga, CA, Scottsdale, AZ and Charlotte, NC, VectorUSA maintains an industry-wide reputation for delivering the highest quality products and services while executing projects on time and on budget in all types of production environments.

VectorUSA employs more than 350 people trained and certified to support the products and services we offer. Through continuous training and education, we maintain numerous certifications in the areas of Data Center Design and implementation, Collaboration / Video Conferencing, Unified Communications / VoIP, Cloud, Network Infrastructure, Wireless Networking, Cyber Security, Physical Layer - Fiber and Copper Infrastructure, Surveillance & Analytics, Access Control as well as Commercial and Professional Audio-Visual Systems.

Customer service and support is paramount; to provide the best service possible, VectorUSA has two network operation centers one in California and another in North Carolina. This allows us to provide 24/7/365 coverage to our clients.

VectorUSA has established partnerships with the industry leading manufacturers included in our products and service portfolio. Our partnerships include Cisco Gold, Cisco Data Center Architecture, Cisco Collaboration Architecture, HP Enterprise / Aruba Platinum, Microsoft, VMWare, Veeam, Fortinet, Qognify, Milestone Gold, Avigilon, Axis, Hanwa Gold, Siemon Company, CommScope, Corning, Sumitomo, Hitachi, Crestron, Extron as well as other industry leading manufacturers.

Executive Summary

VectorUSA has assessed the library and is recommending the following surveillance solution. Our proposed surveillance design includes 10 Hanwha cameras, 10 new Qognify Ocularis Enterprise licenses and SMA's for the library. The libraries new surveillance system will tie into the existing video management software managed by the city police department. New cable support hardware will be provided in the area above the hard lid ceiling.

Statement of Work

Overview

VectorUSA will provide a new surveillance system that will tie into the existing video management software for the City of Redondo Beach Police Department.

Cameras and Mounts

VectorUSA will provide and install a total of ten (10) new cameras. The camera models and types to be installed indoors are as follows:

- (1) Hanwha PNM-9000VD – 2x5MP Dual-Sensor w/ IR – (1) Surface Mount
- (2) Hanwha QND-6082R – 2MP Indoor Dome w/ IR – (2) Surface Mount
- (5) Hanwha QND-8080R – 5MP Indoor Dome w/ IR – (5) Surface Mount
- (1) Hanwha QNF-9010 – 12MP Fisheye Dome w/ IR – (1) Surface Mount
- (1) Hanwha QND-6012R – 2MP Indoor Dome fixed 2.8mm lens w/ IR – (1) Surface Mount

Camera locations are shown on the IPVM drawings in the Appendix. Camera views will be configured by VectorUSA with the direction of the end user main point of contact.

Servers, Storage and Licensing

VectorUSA will provide ten (10) new Qognify Ocularis Enterprise camera licenses and SMA for the cameras added to the North Library. It is assumed the cameras will link back to the police department VMS system so they can have the view of the cameras. It is assumed the centralized storage will have room for the new cameras. The following shows the calculation for the retention needed for the new cameras:

Resolution	Compression	Frame Size*, KB	FPS	Days	Cameras	Recording %	Bandwidth, Mbit/s	Disk Space, GB	Bitrate,kbit/s	Comment
2560x1920 (5 MP)	H.264-15 (High Quality)	61	10	30	7	100	34.98	11333.5	4997	
1920x1080 (Full HD)	H.264-15 (High Quality)	26	10	30	3	100	6.39	2070.3	2130	
4000x3000 (12MP)	H.264-15 (High Quality)	149	10	30	1	100	12.21	3954.8	12206	

If more storage is needed on the back end to accommodate these cameras, the adjustment to the project will be addressed via a written change order or through a separate proposal. VectorUSA will configure the camera views and the VMS software on the back end to set the required recording retention and settings for the library cameras.

The yearly Ocularis SMA license cost for the ten (10) cameras in this proposal is **\$304.30** (Pending price fluctuations year to year).

Switching

VectorUSA assumes the existing switches have enough PoE ports and can be used for the ten new cameras.

Power

It is assumed PoE power will be used to power the new cameras.

Connectivity

VectorUSA will provide and install new Category 6 plenum copper cable to connect to the new cameras. Cables will have a permanent link between the patch panel in the IT Closet and a surface mount box near the camera location. Patch cords will be installed on each side with one connecting to the camera from the surface mount box and one connecting to the existing switch from the patch panel.

Pathway

New cable support hardware will be provided in the area above the hard lid ceiling. VectorUSA assumes there is an access hatch to get above the ceiling to run the cable for the cameras. If there is no access, a new solution for pathway will need to be addressed via a written change order.

Deliverables

Upon completion of work outlined in the Statement of Work, VectorUSA will provide the client with a closeout package containing the following documentation:

Surveillance Closeout Documentation Checklist		
Included	Description	Notes
<input type="checkbox"/>	As-Built Drawings	
<input checked="" type="checkbox"/>	Asset List	
<input type="checkbox"/>	Final Camera FOV Images	
<input type="checkbox"/>	Inspection Report	
<input checked="" type="checkbox"/>	IPVM Drawings	Included in Appendix

Assumptions

- VectorUSA assumes existing switches can be used for this project.
- VectorUSA assumes the centralized server for the police department will be used to record and view these new cameras at the North Library.
- VectorUSA assumes there is access above the ceiling in the library to run the new cable.

If any of the above assumptions are incorrect, the adjustments to the project will be addressed via a written change order.

Exclusions

- VectorUSA excludes providing switching for this project.
- VectorUSA excludes any electrical for this project.
- VectorUSA excludes providing patch panels for this project.
- VectorUSA excludes providing a new workstation or components to view the cameras.

Definitions

Surveillance Asset list: Asset lists provide information on devices pertinent to the project. This includes but is not limited to the following:

- Server Information
- VMS Information
- Camera Information
- IP Information
- Network Topology Information (if applicable)

Final Camera Field-of-View (FOV) Images: The final camera FOV is the coverage provided by a camera within the surveillance system after configuration and alignment. This is the view that the end-user will receive and approve prior to completion of a job.

IPVM - IP Video Market (surveillance industry information) Drawings: IPVM drawings provide an overview of proposed camera installations and can provide information on camera types, lens types, FOVs, frame rates, storage requirements, and other important surveillance information.

Project Parameters / Caveats

Change Order: Any work that is added to or deleted from the original scope of this proposal that alters the original costs or completion date must be agreed upon by both parties in the form of a written change order.

Proprietary Information: The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and / or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA.

Add & Delete: Any additional work requested outside of the scope of work will be considered as separate work and addressed in the form of a written change order. This proposal is not to be used as an "add & delete" schedule.

Defective Materials: If, due to problems with the existing hardware and / or materials provided by the client or other third parties, there is a delay and / or VectorUSA is unable to perform the work outlined in the scope of work it will be addressed in the form of a written change order.

Extraordinary Service: Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and / or materials caused by a site not being prepared as called for in this proposal. VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault or negligence, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

Schedule: VectorUSA plans to implement this project in a continuous fashion or following the baselined schedule if submitted as part of this project. If delays or changes are introduced that are outside of VectorUSA's control, and those changes result in additional cost those costs will be addressed in the form of a written change order.

Delays: The client must provide five (5) working days advance notice of any delays that will impact this project. If proper notice is not provided VectorUSA reserves the right to issue a work stoppage change order. Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the workplace, delays by other trades or other factors beyond VectorUSA's control will be addressed in the form of a written change order.

Workdays / Overtime: All work will be performed during VectorUSA's standard business hours of 7am - 5pm, Monday – Friday, or as specified in the statement / scope of work. If changes to the stated work hours are required due to conditions outside of VectorUSA's control result in additional cost those costs will be addressed in the form of a written change order.

Asbestos / Hazardous Environments: VectorUSA assumes that its installation teams will be working in areas that do not contain asbestos or any other hazardous material that would require additional time or alternative installation procedures. It is the responsibility of the client to provide written notification to VectorUSA of any asbestos contained material (ACMs) in or around the area of the project prior to the start of a project. If ACMs are present prior to job commencement or if ACMs are encountered during the project, additional cost, damages and/or delays attributed to necessary procedures for working in this environment will be the client's responsibility.

Ceiling Tile: VectorUSA exercises care in the removal, storage, and reinstallation of existing (used) ceiling tiles; however, Vector accepts no liability for any incidental damages that may result from the handling of ceiling tiles.

Office Furniture: VectorUSA is not responsible for disassembling or moving desks or other office furniture to gain proper access to perform work.

Storage Area: The client shall provide a secured storage area onsite for VectorUSA's materials and tools. If adequate space is not provided, or the cost of temporary storage is not included in our proposal that cost will be addressed in the form of a written change order.

Coring: If any coring, x-ray, or sonar inspections are necessary that are not specifically included in our proposal, it will be addressed in the form of a written change order.

Existing Conduit: The client is responsible for ensuring that existing conduit / pathway that may be used for this project is installed and utilized in accordance with NEC requirements, have adequate space available for addition of new cables, will not exceed 60% fill ratio after new cables have been added, and are free of obstructions, blockages, and / or defects. If existing conduits / pathways to be used for this project need to be brought into compliance with current code and standards, VectorUSA can assist the client with this work if the client requests such assistance and those costs can be addressed in the form of a written change order.

Price Guarantee

Due to the volatility in markets affecting material costs across all product lines we can only guarantee material costs for 30 days unless otherwise specified. If a purchase order is not received within the guaranteed window any increases will be addressed through a new proposal.

Lead Time Disclaimer

At the time of this proposal lead time for the materials specified was up to 60 Days.

Lead times on material orders are verified at the time we submit our proposals based on our understanding of the anticipated project period of performance. With the current volatility in the market driven by supply and demand those lead times cannot be guaranteed past the date of the proposal. Lead times will be refreshed once a purchase order is received and if any items have lead times that impact the project timeline a Stakeholder notification will be sent. If needed alternative "equivalent" products may be discussed and if agreed upon substituted to maintain the desired period of performance.

Project Pricing

	Material	Labor	Total	
CAMERAS AND MOUNTS	4,012.14	2,932.50	6,944.64	
VMS LICENSES	1,994.30	700.00	2,694.30	
CONNECTIVITY	1,741.30	2,185.00	3,926.30	
PATHWAY	775.00	1,514.17	2,289.17	
PROFESSIONAL SERVICES	0.00	1,135.00	1,135.00	
MISC. INSTALLATION MATERIALS	250.00	230.00	480.00	
VECTOR SERVICES	0.00	1,910.00	1,910.00	
	PROJECT SUB-TOTAL	8,772.74	10,606.67	19,379.41
	SALES TAX			643.95
	PROJECT TOTAL			20,023.36

Warranty

VectorUSA provides, for all work completed under this contract our Vector USA warranty. This warranty covers all workmanship for a period of one year unless specifically extended in writing as part of this agreement.

While this agreement extends the manufacturer's warranty for all items installed that warranty does not include labor required to replace, return, remove, install, or configure those items. If a product or item requires replacement under the manufacturer's warranty VectorUSA will provide the labor to replace that item on a time & material basis. Materials covered under that warranty will be provided under the warranty, if any additional supporting materials are required that are not covered, they would be billed.

Please note that RMA's typically require the product to be returned in the original packaging. It is recommended that packaging be retained if possible.

This warranty does not include any damages or cost related to unforeseen environmental events including but not limited to fire, water, rodents, construction, abuse, or misuse. VectorUSA can address and repair issues of this nature through a service request at an additional cost. If VectorUSA responds to a warranty request and upon arriving on site or at any time during that warranty call determines that the issue is related to an uncovered event or condition work will stop and the client shall be notified. If the client authorizes the repairs the warranty call will be converted to a service call and billed accordingly

Maintenance and Managed Services

Maintenance Services

VectorUSA offers a full complement of proactive maintenance services to ensure the systems and software within this proposal are kept in a healthy and available state throughout the systems lifecycle. VectorUSA maintenance services can be created on a customized basis to ensure the right level of care matches the client's business objectives and budgeting. Maintenance services are fulfilled by VectorUSA's Service Center, backed by a full complement of Systems Technicians, Application Specialists and Network Engineers.

Maintenance Services are typically packaged into offerings based on expected lifecycle maintenance tasks or in a looser Time and Materials basis. All maintenance services provided by VectorUSA include priority queuing and 24x7 phone and email support lines, with maintenance tasks receiving proactive, flexible and predictable scheduling.

VectorUSA maintenance services can be bundled with Qognify and Hanwha Software & Hardware support to provide a complete systems maintenance solution for organizations.

Managed Services

VectorUSA provides enterprise-level IT managed services over a nationwide footprint via our (2) U.S. based Network Operations Centers (NOC)s and best-in-class services partnerships.

VectorUSA employs a ITIL-based services portfolio grouped into (3) tiers of packages based on business criticality for each individual system. VectorUSA managed services alleviates the stress on organizations to maintain a fully staffed 24x7 IT support structure, even when the pace of their business operates in a non-stop environment.

By empowering their organizations with VectorUSA managed services, our clients are able to make data-driven decisions to synchronize technology with their business objectives. Our full complement of core infrastructure managed services is able to support a heterogenous and hybrid IT footprint across geographies.

In addition to its core infrastructure services, VectorUSA manages client programs providing organizations with a single point of contact for its user helpdesk, endpoint & desktop services and cybersecurity operational services partnerships.

Terms & Conditions

Assumptions and Exclusions: The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

Scope of Services: VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and/or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and / or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Indemnification: The Parties agree to hold each other, their employees, officers, directors, affiliates, and agents harmless from and to defend and indemnify each other from and against any and all claims, actions, disputes, fines, penalties, liquidated damages, reasonable legal costs, or other loss or liability arising from the negligent acts or omissions of the Party, its employees, officers, directors, affiliates and agents under this Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment. Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Prevailing Wage: Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

Sales Tax: If Sales tax is applicable, it shall be is calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges and / or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

Contract: Unless otherwise agreed upon in writing this contract will be executed as a fixed price contract.

Acceptance of Order: This quote is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

Signature & Acceptance

Material Total	\$	8,772.74
Labor Total	\$	10,606.67
Tax Total	\$	643.95
Proposal Total	\$	20,023.36

Accepted and Approved for:

City of Redondo Beach Library
303 N. Pacific Coast Highway
Redondo Beach, CA 90277

VectorUSA
20917 Higgins Court
Torrance, CA 90501

(Date)

(Date)

(Printed Name)

(Printed Name)

(Printed Title)

(Printed Title)

(Signature)

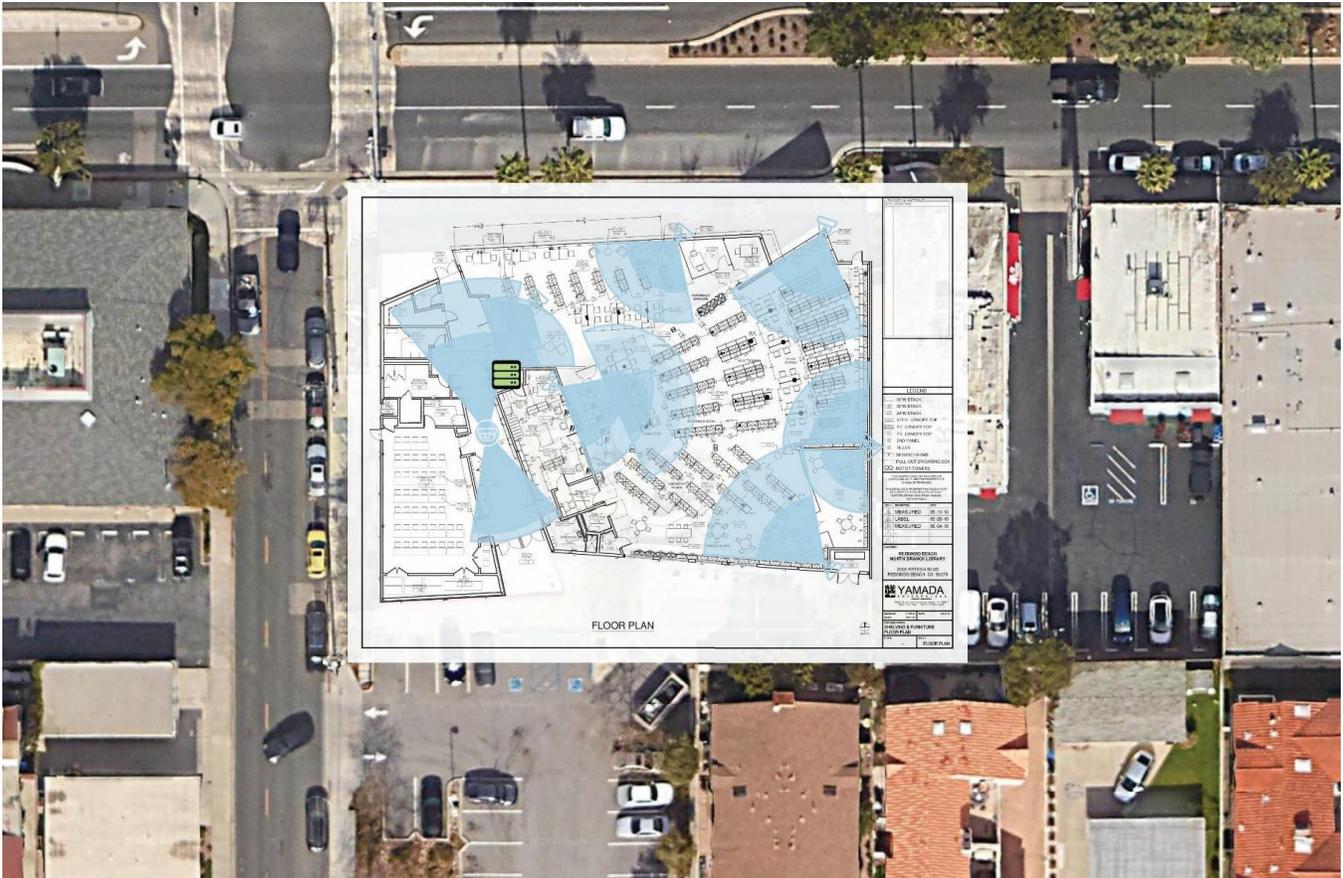
(Signature)

Appendices

IPVM Drawing

IPVM Designer Calculation | May 23, 2022

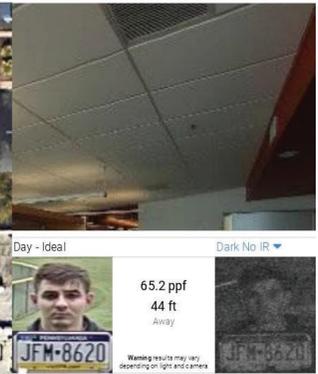
Overview



Camera 1: Imager 1

Model: Hanwha PNM-9000VD (Single Imager) Resolution: 2560 x 1920
 HAOV: 51° Distance: 44ft Width: 39.3ft PPF: 65.2
 Imager: 1/1.8" Focal Length: 7mm Camera Height: 10.00ft Tilt: -19.01° Scene Height: 10.00ft

Main Unit Cable Calculations:
 Network Closet 1
 Length: 106 ft

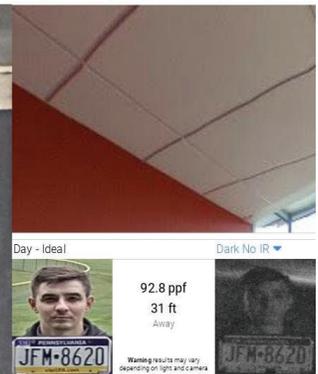


IPVM

Camera 1: Imager 2

Model: Hanwha PNM-9000VD (Single Imager) Resolution: 2560 x 1920
 HAOV: 51° Distance: 31ft Width: 27.6ft PPF: 92.8
 Imager: 1/1.8" Focal Length: 7mm Camera Height: 10.00ft Tilt: -19.01° Scene Height: 10.00ft

Main Unit Cable Calculations:
 Network Closet 1
 Length: 106 ft



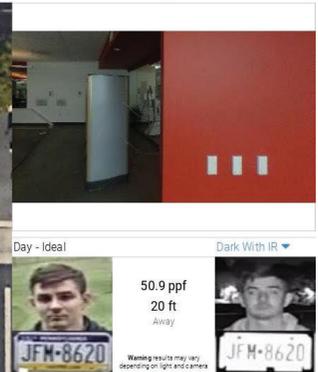
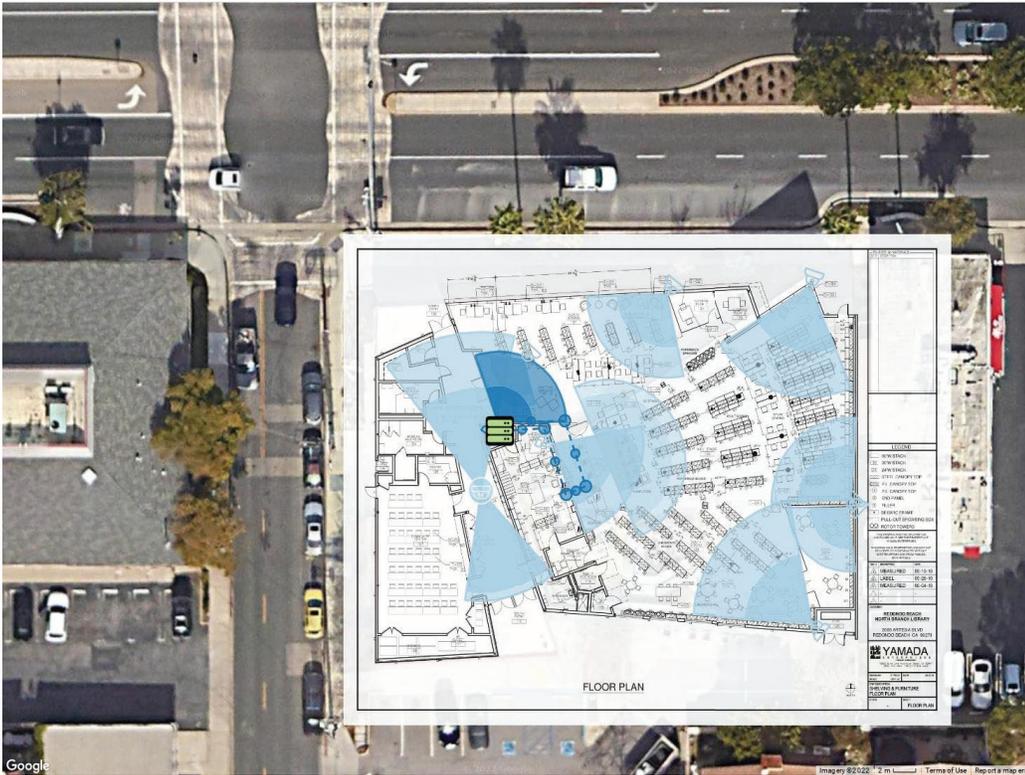
IPVM

Camera 2



Model: Hanwha QND-6082R Resolution: 1080p
H AoV: 109° Distance: 20ft Width: 37.7ft PPF: 50.9
Imager: 1/2.8" Focal Length: 3.2 - 10mm Camera Height: 10.00ft Tilt: -30.66° Scene Height: 10.00ft

Cable Calculations:
Network Closet 1
Length: 98 ft



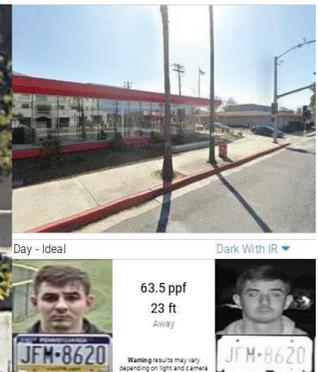
IPVM

Camera 3



Model: Hanwha QND-8080R Resolution: 5MP
H AoV: 100° Distance: 23ft Width: 40.8ft PPF: 63.5
Imager: 1/2.8" Focal Length: 3.2 - 10mm Camera Height: 10.00ft Tilt: -37.61° Scene Height: 10.00ft

Cable Calculations:
Network Closet 1
Length: 132 ft



IPVM

Camera 4



Model: Hanwha QND-8080R Resolution: 5MP
HaoV: 95° Distance: 23ft Width: 38.6ft PPF: 67.2
Imager: 1/2.8" Focal Length: 3.2 - 10mm Camera Height: 10.00ft Tilt: -35.76° Scene Height: 10.00ft

Cable Calculations:
Network Closet 1
Length: 185 ft



IPVM

Camera 5



Model: Hanwha QND-6082R Resolution: 1080p
HaoV: 98° Distance: 17ft Width: 29.7ft PPF: 64.6
Imager: 1/2.8" Focal Length: 3.2 - 10mm Camera Height: 10.00ft Tilt: -27.46° Scene Height: 10.00ft

Cable Calculations:
Network Closet 1
Length: 185 ft



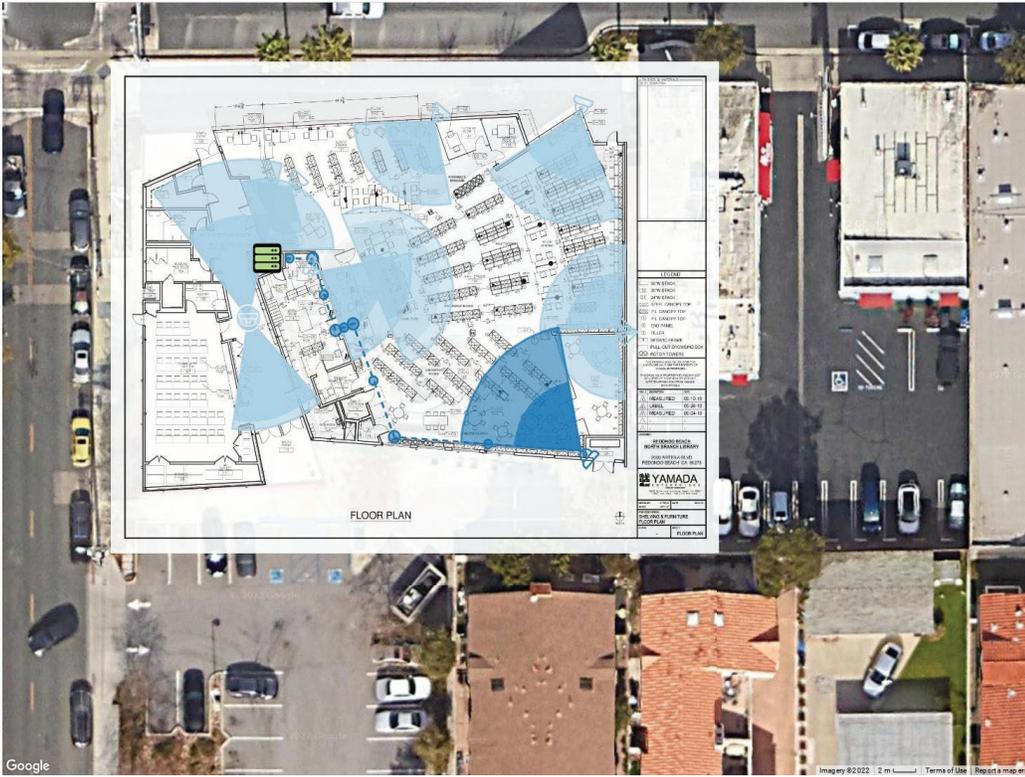
IPVM

Camera 6



Model: Hanwha QND-8080R Resolution: 5MP
H AoV: 75° Distance: 35ft Width: 46.1ft PPF: 56.3
Imager: 1/2.8" Focal Length: 3.2 - 10mm Camera Height: 10.00ft Tilt: -28.24° Scene Height: 10.00ft

Cable Calculations:
Network Closet 1
Length: 148 ft



Day - Ideal Dark With IR



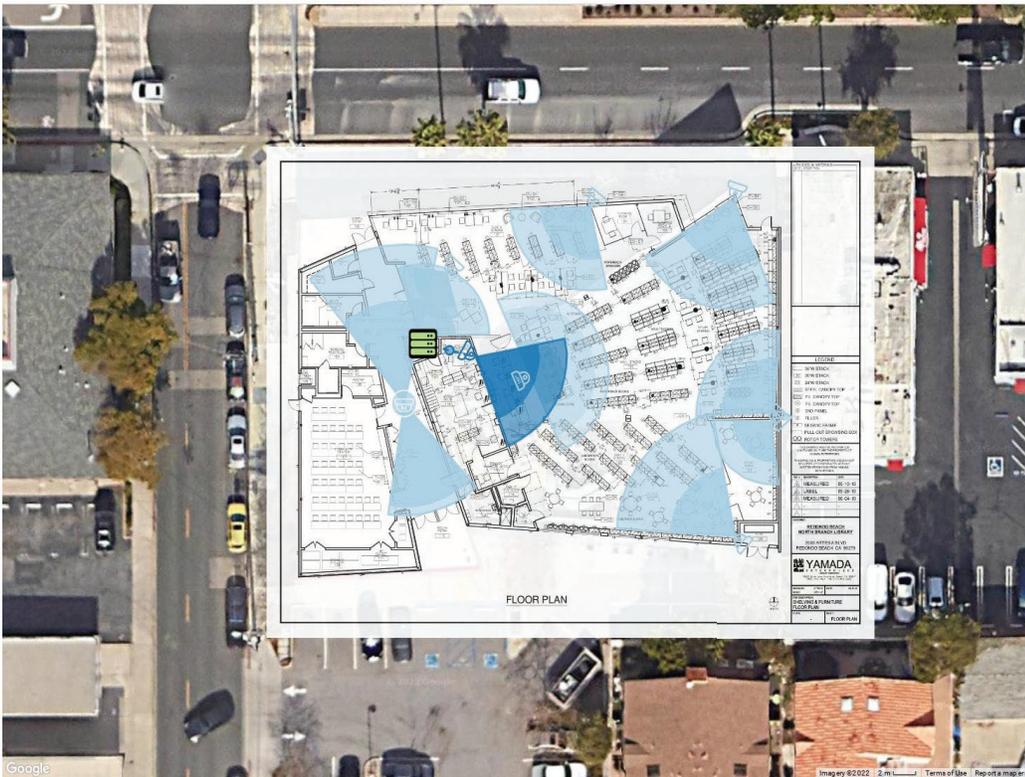
IPVM

Camera 7



Model: Hanwha QND-8080R Resolution: 5MP
H AoV: 81° Distance: 26ft Width: 37.0ft PPF: 70.1
Imager: 1/2.8" Focal Length: 3.2 - 10mm Camera Height: 10.00ft Tilt: -30.26° Scene Height: 10.00ft

Cable Calculations:
Network Closet 1
Length: 36 ft



Day - Ideal Dark With IR



IPVM

Camera 8

Model: Hanwha QNF-9010 Resolution: 3008 X 3008
 HAOV: 180° Distance: 23ft Width: 71.9ft PPF: 41.8
 Imager: 1/2.3" Focal Length: 1mm Camera Height: 10.00ft Tilt: -90.00° Scene Height: 10.00ft

Cable Calculations:
 Network Closet 1
 Length: 64 ft



IPVM

Camera 9

Model: Hanwha QND-8080R Resolution: 5MP
 HAOV: 81° Distance: 31ft Width: 43.7ft PPF: 59.4
 Imager: 1/2.8" Focal Length: 3.2 - 10mm Camera Height: 10.00ft Tilt: -30.50° Scene Height: 10.00ft

Cable Calculations:
 Network Closet 1
 Length: 169 ft

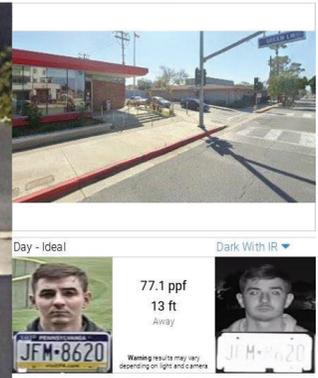


IPVM

Camera 10

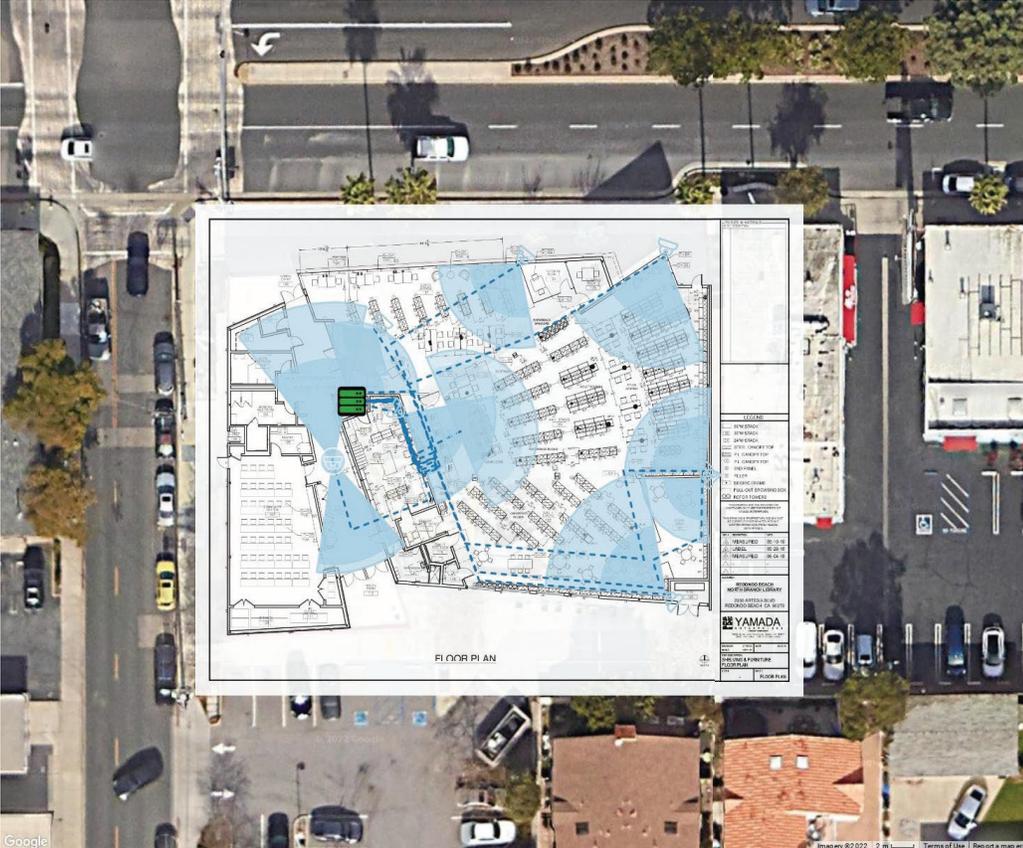
Model: Hanwha QND-6012R Resolution: 1080p
 HAOv: 114° Distance: 13ft Width: 24.9ft PPF: 77.1
 Imager: 1/2.8" Focal Length: 2.8mm Camera Height: 10.00ft Tilt: -31.98° Scene Height: 10.00ft

Cable Calculations:
 Network Closet 1
 Length: 100 ft



IPVM

Network Closet 1 (Devices 1-10 of 10)



Cabled Devices: 1-10 of 10

- Total Length: 1222 ft
- Camera 1 Length: 106 ft
- Camera 2 Length: 98 ft
- Camera 3 Length: 132 ft
- Camera 4 Length: 185 ft
- Camera 5 Length: 185 ft
- Camera 6 Length: 148 ft
- Camera 7 Length: 36 ft
- Camera 8 Length: 64 ft
- Camera 9 Length: 169 ft
- Camera 10 Length: 100 ft

Notes:
 No notes yet

IPVM

This presentation is an output of the IPVM Designer / Calculator but is the work product of the individual who created it. IPVM does not guarantee nor warranty the work therein nor its implementation. Issues that may impact actual performance include but are not limited to lighting conditions, lens quality, and compression level.

Santa Monica Public Library- Ocean Park Branch

open+access Photos

card access to door



automatic sliding doors



notice on door



posted rules



security camera



phone access to staffed location





Administrative Report

L.2., File # 22-4158

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

PUBLIC HEARING TO CONSIDER ARAKELIAN ENTERPRISES INC. DBA ATHENS SERVICES PROPOSED SOLID WASTE CHARGES AND FEES FOR FISCAL YEAR 2022-2023

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-034, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ESTABLISHING CONTRACTOR'S CHARGES AND CORRESPONDING CITY FEES FOR RESIDENTIAL, MULTIFAMILY AND COMMERCIAL REFUSE COLLECTION FOR THE 2022-2023 FISCAL YEAR

PROCEDURES:

- a. Open Public Hearing, take testimony; and
- b. Close Public Hearing; and
- c. Adopt by Title Only Resolution No. CC-2206-034
- d. Direct staff to allow commercial organics co-mingling with City of Hermosa Beach and to monitor implementation.

EXECUTIVE SUMMARY

On June 18, 2019 the City Council approved an amendment with Athens Services for the continuation of solid waste handling services for a term of nine years plus a two-year City option to extend. The amendment included a varied five-year rate adjustment of seven (7%) percent per year for residential and multifamily customers; fourteen (14%) percent for commercial customers; and the typical annual base rate adjustment per the contractual methodology, plus one (1%). FY 2022-23 will be the fourth year of the City Council approved five-year rate adjustment.

The base rate of the total trash fee is calculated using the year to year changes in published price indices for six industry cost components: labor, fuel, equipment, waste-to-energy, disposal, and "other" costs and the individual component's weighted portion of the rate. In April 2019, the City conducted a Proposition 218 protest balloting process that set the refuse rates for the 2019-20 Fiscal Year and established the methodology for rate modifications through the 2023-24 Fiscal Year. Currently, the base refuse rate for single family homes is \$20.62 per month for a total monthly cost of \$22.72 (City fees of \$2.10).

This year, the recommended increase to the base refuse rate for the 2022-2023 Fiscal Year according to the prescribed methodology is 5.4%. The 5.4% is reflective of increased costs across

the Consumer Price Index (CPI) and is particularly driven by the rising cost of fuel, experiencing a 102.23% year over year increase in the index. After including the prescheduled annual 1% increase in the contract to account for extraordinary changes in the solid waste industry and the varied five-year adjustments of 7% (single/multi-family) and 14% (commercial) described above, the total recommended increase for single/multi-family customer rates in FY 2022-23 is 13.4% and for commercial customers is 20.4%.

As a result, single family residential customers monthly charge would increase from \$22.72 to \$25.48; the most common multi-family unit monthly charge would increase from \$125.29 to \$139.72; and the most common commercial customer monthly charge would increase from \$168.55 to \$203.55. Even with these increases, Redondo Beach residents and businesses would experience some of the lowest solid waste collection rates in the region (see the attached survey).

Athens has continued to inform staff about pressures affecting diversion rates (e.g. foreign-policy changes eliminating outlets for materials recovered, uncertainty of the availability of diversion options like SERF, and COVID guidelines that forced material recovery facilities (MRFs) to utilize less staff and cease the hand-sorting of waste). However, despite these challenges, Athens Services met the contractual diversion requirement of seventy-five percent (75%) in calendar year 2021 as reported to the City in the 2021 Annual Report.

BACKGROUND

The Solid Waste Handling Services Franchise Agreement with Athens Services (Agreement) is the City's single largest contract and affects nearly every resident and business in the community. The City Council approved the original agreement in January 2011 and it became effective July 1, 2011. The City Council subsequently approved an amendment to the agreement on June 18, 2019 for an additional nine-year term plus an additional two-year City option.

In April 2019, the City conducted a Proposition 218 protest balloting process that set the refuse rates for the 2019-20 Fiscal Year and established the methodology for rate modifications through the 2023-24 Fiscal Year. The base rate of the total trash fee is calculated using the year to year changes in published price indices for six industry cost components: labor, fuel, equipment, waste-to-energy, disposal, and "other" costs and the individual component's weighted portion of the rate.

On June 18th, 2019 the City Council approved an amendment to the Agreement with Athens Services for a term of nine years plus a two-year City option to extend. The approved amendment includes a varied five-year rate adjustment of seven (7%) percent per year for residential and multifamily customers; fourteen (14%) percent for commercial customers; plus one (1%) percent; and the approved annual rate adjustment. After the five-year rate adjustment structure the subsequent year's rates would adjust based on the annual rate adjustment plus one percent. All other elements of the existing Agreement remained in place, including the City's seventy-five (75) percent diversion rate.

Organics Collection Route Change

There are no proposed changes to the contract. However, Athens Services, has requested that they adjust their existing commercial organics collection route to streamline the service and reduce vehicle travel time (letter attached). The proposal is to service commercial Redondo Beach organics routes and then, after a certified weight ticket is acquired, move into the City of Hermosa Beach to complete

commercial organic collection routes in that city. Staff recommends this proposed adjustment to the collection route as it will have no impact on services in Redondo Beach, will reduce vehicle traffic and will maintain required accurate reporting. Staff will monitor the implementation and the City can revert to the original segregated commercial organics collection route, at no cost to the City, if any issues arise. Residential organics services are not impacted in any way by this change in route.

Proposed Annual Refuse Rate Adjustment for the FY 2022-2023

On February 4, 2022 Athens Services, in accordance with the requirements established in the Agreement with the City, submitted an annual adjustment request to modify the base refuse rates for FY 2022-2023. The proposed average increase to Redondo Beach customers will be 13.4% for residential customers and 20.4% for commercial customers.

Staff has reviewed Athens Services' requested adjustment and determined that it was calculated according to the prescribed methodology approved in the agreement and subsequently ratified by the Proposition 218 balloting process conducted in 2019. Specifically, staff reviewed the proposed increase/decrease for each industry cost component in the approved formula to ensure it was adjusted as follows.

- The Labor Cost component was adjusted by the change in the highest-level rate for the "Driver A/B" Classification as published in the Agreement between local haulers and Package and General Utility Drivers Local Union 396, International, from January 2021 to January 2022. The year-over-year increase was determined to be **2.86%**.
- The Fuel Cost component was adjusted by the change in the average annual index for the twelve-month period of November 2019 through October 2020 compared to November 2020 through October 2021 for the PPI-Fuels and related power products and power, natural gas (WPU 0531). The year-over-year increase was **102.23%**.
- The Equipment Cost component was adjusted by the change in average annual index for the twelve-month period of November 2019 through October 2020 compared to November 2020 through October 2021 for the Producer Price Index (PPI) - Heavy duty truck manufacturing (PCU336120336120). The year-over-year increase was **0.87%**.
- The Waste-to-Energy Cost component was based on the actual change in the facility gate fees of \$100 per ton on January 1, 2021 compared to \$105 per ton commencing on January 1, 2022. The change in the cost of the gate fees is **5%**.
- The Disposal Cost component, which includes green waste and organics, was adjusted by the change in the average annual index for the twelve-month period of November 2019 through October 2020 compared to November 2020 through October 2021 for the Consumer Price Index - for all Urban Consumers, Los Angeles-Riverside-Orange County, CA, all items (CUURA421SA0). The year-over-year increase was **3.00%**.
- The All Other Cost component was adjusted by the change in the average annual index for the twelve-month period of November 2019 through October 2020 compared to November 2020 through October 2021 for the Consumer Price Index-All Urban Consumers, U.S. City Average, all items less food and energy, (CUUR0000SA0L1E). The year-over-year increase was **2.98%**.

Additional information on how each industry cost component or index value has increased/decreased over the year-over-year is attached to this report. Tables 1 and 2 below illustrate how the **5.4%** rate adjustment percentage was calculated.

	A	B	C
Adjustment Factor	Annual Index (Previous)	Average Annual index (New)	% Change in Index
Labor (Local Union 396 contract per hour rate)	\$27.95	\$28.75	2.86%
Fuel (National Producer Price Index)	65.058	131.567	102.23%
Equipment (National Producer Price Index)	151.992	153.308	0.87%
Waste-to-Energy (Gate rate per ton)	\$100.00	\$105.00	5.00%
Disposal/Organics (Consumer Price Index for All Urban Consumers-LA/Riverside/OC)	277.995	286.323	3.00%
All Other (National Consumer Price Index)	266.972	274.925	2.98%

Table 1. Industry cost components percentage change

In Table 2, the cost components are weighted as a percentage of the base rate total (column D) and are multiplied (in column E) by the percentage change in the index as calculated above to arrive at the total weighted change of each cost component (column F). The original cost component base rate percentages were determined as part of the approved contract with Athens Services and the subsequent Proposition 218 Noticing and Balloting process. The grand total base rate adjustment of 5.4% is determined by adding together the components total weighted change.

	D	E	F
Adjustment Factor	Cost Component as a % of Base Rate	% Change in Index (from Column C in Table 1)	Total Weighted Change
Labor	26.36%	2.86%	0.75%
Fuel	2.25%	102.23%	2.30%
Equipment	9.55%	0.87%	0.08%
Waste-to-Energy	20.59%	5%	1.03%
Disposal/Organics	37.77%	3%	1.13%
All Other	3.48%	2.98%	0.10%
Total Base Rate %	100.00%		5.4%

Table 2. Cost components weighted percentage change and impact on base rate

Additionally, the multi-family per unit fee for recyclables collection which is separate from the requested refuse rate and calculated differently under the terms of the Solid Waste Agreement (see Table 3 below) is adjusted by the change in the average annual index for the twelve-month period of November 2019 through October 2020 compared to November 2020 through October 2021 for the Consumer Price Index-All Urban Consumers, U.S. City Average, all items less food and energy, (CUUR0000SA0L1E).

Adjustment Factor	Annual Index (Current)	Average Annual Index New	% Change in Index
Multi-family per unit fee for recyclable collection (National Consumer Price Index)	266.972	274.925	2.98%

Table 3. Industry cost component percentage change for Multi-family per unit fee for recyclables collection

Table 4 below illustrates how the 5.4% rate percentage increase plus the extraordinary rate increase of 1% and the prescheduled varied rate increases of 7% and 14%, for single family/multifamily and commercial customers, respectively, would affect the trash fees in the 2022-2023 FY for the most common types of service and lists the other City fees that make up the full monthly refuse rates.

Service Category	Current Monthly Refuse Rates	Percentage Decrease/ Increase	Proposed Monthly Refuse Rates
Residential Base Rate Fee	\$20.62	13.40%	\$23.38
Admin Fee (City fee) (\$.86 per unit)	\$0.86	0%	\$0.86
AB 939 Fee (City fee) (\$.33 per unit)	\$0.33	0%	\$0.33
HHW Fee (City fee) (\$.91 per unit)	\$0.91	0%	\$0.91
Total Single Family Rate	\$22.72		\$25.48
Multi-family 2-yard serviced, 1x per week, 6 units* (Base Rate Fee)	\$94.28	13.40%	\$106.91
Admin Fee (City fee) (\$.86 X 6 units)	\$5.16	0.00%	\$5.16
AB 939 Fee (City fee) (4.25% of base rate)	\$4.01	0%	\$4.01
HHW Fee (City fee) (\$.91 X 6 units)	\$5.46	0%	\$5.46
Recycling Service Fee (Contractor Fee) (3.03 X 6 units)	\$16.38	10.98%	\$18.18
		(\$0.30 increase per unit)	
Total Multi-Family Rate	\$125.29		\$139.72
Commercial 3-yard, serviced 1x per week* (Base Rate-Contractor fee)	\$148.63	20.40%	\$178.95
Admin Fee (City fee) (9.15% of base rate)	\$13.60		\$17.00
AB 939 Fee (City fee) (4.25% of base rate)	\$6.32		\$7.60
Total Commercial Rate	\$168.55		\$203.55

*Most common service level for multi-family and commercial customers

Table 4. Current and Proposed Refuse Rates

In addition to modifying the refuse rates charged to residential and commercial customers, the rate resolution also modifies the charges to the City for services that are only provided to the City and optional services for customers. These services, which include household hazardous waste roundups, compactor roll-off box collection at the Pier, use of temporary cleanup bins, and bin cleaning will be adjusted and will have a negligible impact on the Solid Waste Fund's bottom line. Changes to these charges are in accordance with specific franchise contract terms stipulated in the approved amendment.

Rate Comparisons

The proposed residential refuse rate of \$25.48 per month continues to be a competitive rate when comparing with similar single-family service levels (see attachments). The proposed monthly commercial rate of \$203.55 for a three-yard bin collected one time per week is also competitive when compared to the cities surveyed with the same service levels (see attachments). A summary of the solid waste rates with City administrative fees for the past four years is shown below.

Service Category	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Proposed FY22-23
Single Family Rate	\$17.06	\$18.84	\$20.74	\$22.72	\$25.48
Commercial 3-Yard Rate Serviced 1x Per Week	\$101.85	\$120.40	\$143.26	\$168.55	\$203.55

COORDINATION

The City Attorney's Office approved the resolution as to form.

FISCAL IMPACT

The proposed 2022-2023 rate modification would increase the pass-through funding collected by the City on behalf of the contractor and then paid to Athens by approximately \$535,594 and would increase the AB 939 and Administration fees collected by the City by an estimated \$29,446 and \$51,827.52 respectively.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Refuse Rates Resolution FY 2022-23
- Redondo Beach Rate Adjustment Request
- Refuse Rate Survey FY 2022-23
- Rate Increase Approval Presentation
- Athens Services Commercial Organics Route Change Request Letter

RESOLUTION NO. CC-2206-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ESTABLISHING CONTRACTOR'S CHARGES AND CORRESPONDING CITY FEES FOR RESIDENTIAL, MULTI-FAMILY AND COMMERCIAL REFUSE COLLECTION FOR THE 2022-2023 FISCAL YEAR

WHEREAS, the City of Redondo Beach ("City") has, by ordinance, established an orderly system of rules and regulations for the storage, collection, transportation, and disposal of all refuse produced within the City, in order to maintain and preserve the public health, safety and welfare; and

WHEREAS, the City Council is empowered by Sections 5-2.112(c), 5-2.113, and 5-2.402 of the Redondo Beach Municipal Code to establish the fees and charges for the collection and disposal of residential and commercial refuse, recyclable materials, household hazardous waste and to fund the City's obligations under the California Public Resources Code; and

WHEREAS, on June 8, 2021, the City Council adopted Resolution No. CC-2106-053 establishing charges for refuse collection, recycling, and green waste collection, household hazardous waste collection, administration and AB 939 City fees for the 2021-2022 Fiscal Year to reflect the rates described in the Agreement between the City and Arakelian Enterprises, Inc. dba Athens Services ("Contractor"); and

WHEREAS, Contractor's charges for residential, multi-family and commercial refuse collection, organics/green waste collection, recycling collection, administration, AB 939 City and household hazardous waste collection fees shall be established in this resolution for the 2022-2023 Fiscal Year in accordance with the rate adjustment request by Contractor.

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

SECTION 1. That the following schedule of Contractor's monthly charges for single family residences (one to three units) residential cart service (refuse, recycling, and organics/green waste collection), optional push out/push-back service, additional cart exchanges and the schedule of City fees for household hazardous waste collection, administration and AB 939 activities for the City of Redondo Beach for the 2022-2023 Fiscal Year shall be:

RESIDENTIAL CART SERVICE FEE RESIDENTIAL DWELLING UNITS WITH ONE TO THREE UNITS	\$23.38 per unit
HOUSEHOLD HAZARDOUS WASTE FEE ALL RESIDENTIAL DWELLING UNITS WITH ONE TO THREE UNITS	\$0.91 per unit
ADMINISTRATION FEE ALL RESIDENTIAL DWELLING UNITS WITH ONE TO THREE UNITS	\$0.86 per unit

AB 939 PERMIT FEE	\$0.33 per unit
OPTIONAL PUSH OUT/PUSH-BACK SERVICE	\$7.82 per unit
ADDITIONAL CART EXCHANGES-ABOVE ONCE EVERY SIX MONTHS	\$39.16 per exchange

SECTION 2. That the schedule of Contractor's monthly charges for multi-family residences (four or more units) for recycling service, and the schedule of monthly City fees for household hazardous waste collection, administration and AB 939 activities, and the schedule of monthly City fees for administration and AB 939 activities for commercial establishments in the City of Redondo Beach for the 2022-2023 Fiscal Year shall be:

RECYCLING SERVICE FEE ALL MULTI-FAMILY RESIDENCES WITH FOUR OR MORE UNITS	\$3.03 per unit
HOUSEHOLD HAZARDOUS WASTE FEE ALL MULTI-FAMILY RESIDENCES WITH FOUR OR MORE UNITS	\$0.91 per unit
ADMINISTRATION FEE ALL MULTI-FAMILY RESIDENCES WITH FOUR OR MORE UNITS	\$0.86 per unit
AB 939 PERMIT FEE ALL MULTI-FAMILY RESIDENCES WITH FOUR OR MORE UNITS AND COMMERCIAL ESTABLISHMENTS	4.25% of base refuse rate
ADMINISTRATION FEE FOR COMMERCIAL ESTABLISHMENTS	9.15% of base refuse rate

SECTION 3. That the schedule of Contractor's monthly charges for refuse collection, organic waste collection and optional locking lids for multi-family residences (four or more units) and the schedule of Contractor's charges for refuse collection, organic waste collection, and optional locking lids for commercial establishments in the City of Redondo Beach for the 2022-23 Fiscal Year shall be:

MULTI-FAMILY BUILDINGS (RESIDENTIAL BIN) REFUSE COLLECTION RATE SCHEDULE
(Rates shall be for monthly service.)

BIN SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	7X WK	Extra
1 Cubic Yard	\$ 90.67	\$ 176.87	\$ 263.08	\$ 331.71	\$ 413.59	\$ 495.50	\$ 577.36	\$ 103.34
1.5 Cubic Yard	\$ 93.87	\$ 183.06	\$ 272.23	\$ 361.42	\$ 450.56	\$ 539.75	\$ 628.96	\$ 103.34
2 Cubic Yard	\$ 106.91	\$ 208.47	\$ 310.08	\$ 408.22	\$ 497.87	\$ 587.45	\$ 680.50	\$ 103.34
3 Cubic Yard	\$ 123.14	\$ 240.10	\$ 357.02	\$ 460.55	\$ 561.36	\$ 666.02	\$ 793.89	\$ 103.34
4 Cubic Yard	\$ 139.31	\$ 271.66	\$ 394.14	\$ 504.24	\$ 627.53	\$ 742.92	\$ 873.49	\$ 103.34
6 Cubic Yard	\$ 171.74	\$ 334.96	\$ 473.17	\$ 614.75	\$ 730.05	\$ 870.92	\$ 1,001.58	\$ 103.34
3 Cubic Yard Compactor	\$ 200.03	\$ 391.97	\$ 583.99	\$ 775.96	\$ 967.98	\$ 1,160.00	\$ 1,351.99	\$ 213.92
4 Cubic Yard Compactor	\$ 226.35	\$ 441.39	\$ 656.39	\$ 871.46	\$ 1,086.49	\$ 1,301.54	\$ 1,516.54	\$ 213.92
Green Waste Cart	\$ 4.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fee for Locking Lids	\$ 9.78	\$ 15.68	\$ 21.55	\$ 27.42	\$ 33.27	\$ 39.16	\$ 45.00	\$ -
35 Gallon Organics Cart	\$ 35.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes: X means collection frequency per week, WK means week

COMMERCIAL REFUSE COLLECTION RATE SCHEDULE

(Rates shall be for monthly service.)

BIN SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	7X WK	Extra
Commercial Cart	\$102.89	\$ 221.82	\$ 340.88	\$ 459.84	\$ 578.84	\$ 697.81	\$ 816.76	\$ 131.75
1 Cubic Yard	\$131.78	\$ 257.04	\$ 382.35	\$ 482.15	\$ 601.15	\$ 720.16	\$ 839.14	\$ 131.75
1.5 Cubic Yard	\$136.40	\$ 266.00	\$ 395.65	\$ 525.26	\$ 654.90	\$ 784.49	\$ 914.14	\$ 131.75
2 Cubic Yard	\$155.40	\$ 303.02	\$ 450.69	\$ 593.30	\$ 723.58	\$ 853.83	\$ 989.10	\$ 131.75
3 Cubic Yard	\$178.95	\$ 348.94	\$ 518.94	\$ 669.39	\$ 815.87	\$ 968.05	\$1,153.85	\$ 131.75
4 Cubic Yard	\$202.51	\$ 394.88	\$ 572.89	\$ 732.92	\$ 912.13	\$1,079.76	\$1,269.56	\$ 131.75
6 Cubic Yard	\$249.66	\$ 486.80	\$ 687.76	\$ 895.94	\$1,061.11	\$1,265.85	\$1,455.74	\$ 131.75
3 Cubic Yard Compactor	\$255.02	\$ 499.76	\$ 744.55	\$ 989.30	\$1,234.15	\$1,478.93	\$1,723.72	\$ 272.73
4 Cubic Yard Compactor	\$288.59	\$ 562.75	\$ 836.88	\$ 1,111.05	\$1,385.21	\$1,659.39	\$1,933.52	\$ 272.73
35 Gallon Organics Cart	\$ 42.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes: X means collection frequency per week, WK means week

SECTION 4. That the schedule of Contractor's charges for other services for the City of Redondo Beach for the 2022-2023 Fiscal Year shall be:

OTHER SERVICES	RATE
3-Yard Temporary Bin (includes delivery, seven-day rental and disposal)	\$212.15 / dump
3-Yard Temporary Bin (rental per day beyond seven days)	\$19.91 / day
Compactor Roll-Off Box at Pier:	
-Per pull	\$175.75 / dump
-Per ton	\$73.90 / ton
Commercial Bulky Waste Pickup	\$51.77 / item
Return Trip Charge	\$73.10 / trip
Bin Re-delivery Fee (if bins are pulled for non-payment)	\$112.21 / bin
Bin Cleaning (over once per year)	\$112.21 / cleaning
Bin Overage Cleanup (following one written warning)	\$74.79 / per event
HHW Event (per Appendix D of Agreement)	\$43,189.71 / event
Commercial HHW Collection	\$62.33 / item
Emergency Services Rates – one crew and one collection truck	\$128.48 / hour
Organics Barrel Contamination Fee	\$57.90 / occurrence

SECTION 5. That the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions of said City and shall cause the action of the City Council in adopting the same to be entered in the official minutes of said City Council.

PASSED, APPROVED AND ADOPTED this 7th day of June, 2022.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, 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-2206-034 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 7th day of June, 2022, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



14048 Valley Blvd.
 P.O. Box 60009
 City of Industry, CA 91716-0009
 Fax (626) 330-4686
 (626) 336-3636

February 4, 2022

Ted Semaan
 Public Works Director
 City of Redondo Beach
 531 N. Gertruda Ave.
 Redondo Beach, CA 90277

Re: Annual Rate Adjustment to the Maximum Rates

Mr. Semaan:

In accordance with Athens Services' Agreement with the City of Redondo Beach, and pursuant to Appendix B of that Agreement, please accept this letter and the enclosed supporting documentation as Athens' request to adjust the maximum rates for solid waste handling services effective July 1, 2022.

The enclosed worksheet and documentation supporting the rate adjustment calculations are consistent with the rate adjustment methods described, and formulas shown, in Section B.4 of the Agreement, and are subject to the review and approval of the City.

Please review and process this request in order to make the rates effective July 1, 2022 and call me at (626) 255-6174 with any questions.

Thank you in advance for your assistance with this matter.

Sincerely,

Christian Warner
 Vice President of Government Affairs

Enclosure

Cc: Eleanor Manzano, City Clerk, City of Redondo Beach
 Michael Leidelmeyer, Division Vice President, Athens Services
 Clint Bartlett, Senior Director of Finance, Athens Services

City of Redondo Beach

Annual Rate Adjustment Calculation for Carts & Bins

For Rates Effective: July 1, 2022

Step One: Calculate the percentage change in each component index

Row	Adjustment Factor	Index	A Old Index Value	B New Index Value	C % Change In Index ((Column B/Column A) - 1)
1	Labor	(1)	\$27.95	\$28.75	2.86%
2	Fuel	(2)	65.058	131.567	102.23%
3	Equipment	(3)	151.992	153.308	0.87%
4	Transformation	(4)	\$100.00	\$105.00	5.00%
5	Disposal/GW	(5)	277.995	286.323	3.00%
6	All Other	(6)	266.972	274.925	2.98%

Step Two: Multiply each index % change by its corresponding component weight to get total % change

Row	Adjustment Factor	Index	D Cost Component Weighted as a % of Component Total (7)	E Percent Change in Index (from Column C)	F Total Weighted Change
7	Labor	(1)	26.36%	2.86%	0.75%
8	Fuel	(2)	2.25%	102.23%	2.30%
9	Equipment	(3)	9.55%	0.87%	0.08%
10	Transformation	(4)	20.59%	5.00%	1.03%
11	Disposal/GW	(5)	37.77%	3.00%	1.13%
12	All Other	(6)	3.48%	2.98%	0.10%
13	Sub-total		100.00%		5.40%
14	Additional 1%				1.00%
15	Total				6.40%

Step Three: Apply the total percentage change to the service rates

Row	Rate Category	G Existing Customer Rate	H Total % Change (Row 15, Column F)	I Extraordinary Rate % Change	J Total Rate % Change (Column H + Column I)	K Rate Inc or Dec (Column G x Column J)	L Adjusted Rate (Column G + Column K)
16	Residential Service	\$20.62	6.40%	7.00%	13.40%	\$2.76	\$23.38
17	Push-Out/Push Back	\$6.90	6.40%	7.00%	13.40%	\$0.92	\$7.82
18	MF 3YD Bin, 1x week	\$108.59	6.40%	7.00%	13.40%	\$14.55	\$123.14
19	Com 3YD Bin, 1x week	\$148.65	6.40%	14.00%	20.40%	\$30.33	\$178.98
20	3YD Temporary Bin	\$176.21	6.40%	14.00%	20.40%	\$35.95	\$212.16
21	Extra Empty 3YD Bin	\$109.45	6.40%	14.00%	20.40%	\$22.33	\$131.78

Step Four: Re-weigh the cost components

Row	Adjustment Factor	Index	M Cost Component Weighting (Column D)	N Percent Change in Index (Column E)	O Change in Cost Component Weighting (Column M x Column N)	P Adjusted Cost Component Weighting (Column M + Column O)	Q Cost Components Re-weighted to Equal 100%
22	Labor	(1)	26.36%	2.86%	0.75%	27.12%	25.73%
23	Fuel	(2)	2.25%	102.23%	2.30%	4.55%	4.31%
24	Equipment	(3)	9.55%	0.87%	0.08%	9.63%	9.14%
25	Transformation	(4)	20.59%	5.00%	1.03%	21.62%	20.52%
26	Disposal/GW	(5)	37.77%	3.00%	1.13%	38.90%	36.90%
27	All Other	(6)	3.48%	2.98%	0.10%	3.58%	3.40%
28	Total		100.00%		5.40%	105.40%	100.00%

- (1) Driver A/B rate from Agreement between local haulers and Package and General Utility Drivers Local Union 396, Int'l Brotherhood of Teamsters.
- (2) Producer Price Index WPU0531, Fuels and related products and power, natural gas.
- (3) Producer Price Index, PCU336120336120, Heavy duty truck manufacturing - average annual change.
- (4) Rate at approved Waste-to-Energy facility.
- (5) Consumer Price Index for All Urban Consumers (CUURS49ASA0), Los Angeles-Long Beach-Anaheim, CA, all items, capped at 5% (increase over 5% to be rolled to subsequent years).
- (6) Consumer Price Index for All Urban Consumers (CUUR0000SA0L1E), all items less food and energy index - U.S. city average - avg annual change.
- (7) Based on proposal. After first rate adjustment, this column comes from Column O of the previous year's rate adjustment worksheet.
- (8) Cannot be greater than 5%.

City of Redondo Beach

Annual Rate Adjustment Calculation for Compactor Roll-off & Disposal Rate

For Rates Effective: July 1, 2022

Step One: Calculate the percentage change in each component index

Row	Adjustment Factor	Index	A Old Index Value	B New Index Value	C % Change in Index ((Column B/Column A) - 1)
1	Service Comp (Pull Rate)				
2	Labor	(1)	\$27.95	\$28.75	2.86%
3	Fuel	(2)	65.058	131.567	102.23%
4	Equipment	(3)	151.992	153.308	0.87%
5	All Other	(4)	266.972	274.925	2.98%
6	Disposal	(5)	277.995	286.323	3.00%
7	Additional 1%	(5)			1.00%
8	Total	(5)			4.00%

Step Two: Multiply each index % change by its corresponding component weight to get total % change

Row	Adjustment Factor	Index	D Cost Component Weighted as a % of Component Total (6)	E Percent Change in Index (from Column C)	F Total Weighted Change
9	Service Comp (Pull Rate)				
10	Labor	(1)	76.17%	2.86%	2.18%
11	Fuel	(2)	8.53%	102.23%	8.72%
12	Equipment	(3)	0.00%	0.87%	0.00%
13	All Other	(4)	15.30%	2.98%	0.46%
14	Service Comp Sub-Total		100.00%		11.35%
15	Additional 1%				1.00%
16	Service Comp Total				12.35%
17	Disposal	(5)	100.00%	4.00%	4.00%

Step Three: Apply the total percentage change to the service rates

Row	Rate Category	G Existing Customer Rate	H Total Weighted % Change (Column F)	I Extraordinary Rate % Change	J Total Rate % Change (Column H + Column I)	K Rate Inc. or Dec (Column G x Column J)	L Adjusted Rate (Column G + Column K)
18	Pier Compactor Pull Rate	\$156.43	12.35%	0.00%	12.35%	\$19.33	\$175.76
19	Per Ton Disposal Rate	\$71.06	4.00%	0.00%	4.00%	\$2.84	\$73.90

Step Four: Re-weight the cost components

Row	Adjustment Factor	Index	M Cost Component Weighting (Column D)	N Percent Change in Index (Column E)	O Change in Cost Component Weighting (Column M x Column N)	P Adjusted Cost Component Weighting (Column M + Column O)	Q Cost Components Re-weighted to Equal 100%
20	Labor	(1)	76.17%	2.86%	2.18%	78.35%	70.36%
21	Fuel	(2)	8.53%	102.23%	8.72%	17.25%	15.49%
22	Equipment	(3)	0.00%	0.87%	0.00%	0.00%	0.00%
23	All Other	(4)	15.30%	2.98%	0.46%	15.76%	14.15%
24	Total		100.00%		11.35%	111.35%	100.00%

- (1) Driver A/B rate from Agreement between local haulers and Package and General Utility Drivers Local Union 396, Int'l Brotherhood of Teamsters.
- (2) Producer Price Index WPU0531, Fuels and related products and power, natural gas.
- (3) Producer Price Index, PCU336120336120, Heavy duty truck manufacturing - average annual change.
- (4) Consumer Price Index for All Urban Consumers (CUUR0000SA0L1E), all items less food and energy index - U.S. city average - avgas annual change.
- (5) Consumer Price Index for All Urban Consumers (CUURA421SA0), Los Angeles-Riverside-Orange County, CA, all items, capped at 5% (increase over 5% to be rolled to subsequent years).
- (6) Based on proposal. After first rate adjustment, this column comes from Column O of the previous year's rate adjustment worksheet.
- (7) Cannot be greater than 5%.

City of Redondo Beach

Annual Rate Adjustment Calculation for the Multi-Family per Unit Fee for Recyclables Collection

For Rates Effective: July 1, 2022

Step One: Calculate the percentage change in each component index

			A	B	C
Row	Adjustment Factor	Index	Old Index Value	New Index Value	% Change in Index ((Column B/Column A) - 1)
1	All Other	(1)	266.972	274.925	2.98%
2	Additional 1%				1.00%
3	Total				3.98%

Step Two: Multiply each index % change by its corresponding component weight to get total % change

		D	E	F	G	H	I
Row	Rate Category	Existing Customer Rate	Percent Change in Index	Extraordinary Rate % Change	Total Rate % Change (Column E + Column F)	Rate Inc. or Dec (Column D x Column G)	Adjusted Rate (Column D + Column H)
4	MF Recycle Per Unit Fee	\$2.73	3.98%	7.00%	10.98%	\$0.30	\$3.03

(1) Consumer Price Index for All Urban Consumers (CUUR0000SA0L1E), all items less food and energy index - U.S. city average - avgas annual change.

City of Redondo Beach

Annual Rate Adjustment Calculation for Indices used on Rate Components

For Rates Effective: July 1, 2022

Calculated percentage change in indices

Labor Component

Change in the highest level rate for the "Driver A/B". Classification to be in effect as of the due date the new rates go into effect (July 1st) under the Agreement between local haulers and Package and General Utility Drivers Local Union 396.

Effective Date	Driver Rate	Overall %
1/15/2021	\$ 27.95	Change
1/15/2022	\$ 28.75	2.86%

Fuel Component

Producer Price Index - Fuels and related products and power, natural gas

WPU 0531

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Average	Overall % Change
2019											85.4	81.3		
2020	70.7	59.7	55.4	48.5	59.9	56.3	53.3	64.2	77.2	68.8			65.058	
2020											97.4	98.5		
2021	98.0	168.2	110.4	98.8	112.0	113.7	139.2	152.8	172.7	217.1			131.567	102.23%

Equipment Component

Producer Price Index - Heavy duty truck manufacturing

PCU336120336120

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Average	Overall % Change
2019											151.1	151.1		
2020	151.8	151.8	151.8	151.8	151.8	151.8	152.7	152.7	152.7	152.8			151.992	
2020											152.8	152.9		
2021	152.9	152.9	153.0	153.2	153.2	153.5	153.5	153.8	153.8	154.2			153.308	0.87%

Transformation Component

Actual change in waste-to-energy facility gate fee per ton

Effective Date	Gate Rate	Overall %
1/1/2021	\$ 100.00	Change
1/1/2022	\$ 105.00	5.00%

Disposal / GW Component

Consumer Price Index - All Urban Consumers, Los Angeles-Long Beach-Anaheim, CA

All items, (CUURS49A5A0)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Average	Overall % Change
2019											277.239	275.553		
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947			277.995	
2020											280.102	279.560		
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961			286.323	3.00%

All Other Component

Consumer Price Index - All Urban Consumers, U.S. City Average

All items less food and energy, (CUUR0000SA0L1E)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Average	Overall % Change
2019											265.108	264.935		
2020	266.004	267.268	267.312	266.089	265.799	266.302	267.703	268.756	269.054	269.328			266.972	
2020											269.473	269.226		
2021	269.755	270.696	271.713	273.968	275.893	278.218	279.146	279.507	279.884	281.617			274.925	2.98%

All Other (for HHW only)

Consumer Price Index - All Urban Consumers, U.S. City Average

All items less food and energy, (CUUR0000SA0L1E)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Average	Overall % Change
2020	266.004	267.268	267.312	266.089	265.799	266.302	267.703	268.756	269.054	269.328	269.473	269.226	267.693	
2021	269.755	270.696	271.713	273.968	275.893	278.218	279.146	279.507	279.884	281.617	259.105	259.083	273.215	2.06%

City of Redondo Beach - Annual Rate Adjustmer
Other Refuse Collection Net Rate Schedule

Effective July 1, 2022

BIN SIZE	Rate
3 Yard Temp Bin	\$212.15 / dump
3YDT /day after 7 days	\$19.91 / day
Pier Compactor / pull	\$175.75 / dump
Pier Compactor / ton	\$73.90 / ton
Additional Cart Exchange (above once every 6 months)	\$39.16 / exchange
Com Bulky Pick-up	\$62.33 / item
Return Trip Charge	\$73.10 / trip
Bin Re-delivery Fee	\$112.21 / bin
Bin Cleaning	\$112.21 / cleaning
Bin Overage Clean-up	\$74.79 / event
HHW Event	\$43,189.71 / event
Com HHW Collection	\$62.33 / item
Emergency Service Rate	\$128.48 / hour
Organics Barrel Contamination Fee	\$57.90 / Occurrence
Barrel Push Out/Push Back Service	\$7.82 / Month

APPENDIX "A"

The Appendix "A" which is attached to the above described Agreement is that certain Appendix "A" referred to on Page 7, Article 4, Section 1, thereof, and sets forth the minimum wage rates and maximum payments to the Western Alliance Trust Fund for the classifications of employment covered by said Agreement.

The hourly wage rates of pay and maximum payments to the Western Alliance Trust Fund for the variance classifications of work covered by this Agreement shall be as follows:

General Wage Increases	Effective 1/15/18	Effective 1/15/19	Effective 1/15/20	Effective 1/15/21	Effective 1/15/22
All Classifications	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80
Wage Rate Progression	Effective 1/15/18	Effective 1/15/19	Effective 1/15/20	Effective 1/15/21	Effective 1/15/22
Driver	\$25.55	\$26.35	\$27.15	\$27.95	\$28.75
	\$24.95	\$25.75	\$26.55	\$27.35	\$28.15
	\$24.35	\$25.15	\$25.95	\$26.75	\$27.55
Swing (Relief) Driver	\$27.55	\$28.35	\$29.15	\$29.95	\$30.75
	\$26.95	\$27.75	\$28.55	\$29.35	\$30.15
	\$26.35	\$27.15	\$27.95	\$28.75	\$29.55
Scout Driver/Sweeper (With CDL)	\$25.55	\$26.35	\$27.15	\$27.95	\$28.75
	\$24.95	\$25.75	\$26.55	\$27.35	\$28.15
	\$24.35	\$25.15	\$25.95	\$26.75	\$27.55
Scout Driver/Sweeper (without CDL)	\$21.00	\$21.80	\$22.60	\$23.40	\$24.20
Scout Driver (hired after 1/14/08)	\$23.55	\$24.35	\$25.15	\$25.95	\$26.75
	\$23.15	\$23.95	\$24.75	\$25.55	\$26.35
	\$22.55	\$23.35	\$24.15	\$24.95	\$25.75
Helper	\$24.75	\$25.55	\$26.35	\$27.15	\$27.95
	\$24.15	\$24.95	\$25.75	\$26.55	\$27.35
	\$23.55	\$24.35	\$25.15	\$25.95	\$26.75
Helper (hired after 6/14/03)	\$19.20	\$20.00	\$20.80	\$21.60	\$22.40
Mechanic	\$26.05	\$26.85	\$27.65	\$28.45	\$29.25
	\$25.55	\$26.35	\$27.15	\$27.95	\$28.75
	\$24.76	\$25.56	\$26.36	\$27.16	\$27.96
Truck Welder	\$26.05	\$26.85	\$27.65	\$28.45	\$29.25
Compactor Technician	\$24.85	\$25.65	\$26.45	\$27.25	\$28.05
	\$24.25	\$25.05	\$25.85	\$26.65	\$27.45
	\$25.65	\$26.45	\$27.25	\$28.05	\$28.85
Bin Welder/Painter	\$25.05	\$25.85	\$26.65	\$27.45	\$28.25
	\$24.45	\$25.25	\$26.05	\$26.85	\$27.65
	\$26.05	\$26.85	\$27.65	\$28.45	\$29.25
Loader Operator	\$21.55	\$22.35	\$23.15	\$23.95	\$24.75
Yard Operator	\$21.05	\$21.85	\$22.65	\$23.45	\$24.25
Scale Operator (formerly titled Weighmaster)	\$21.05	\$21.85	\$22.65	\$23.45	\$24.25
Laborer/Spotter	\$19.10	\$19.90	\$20.70	\$21.50	\$22.30

DH

PPI Commodity Data
Original Data Value

Series Id: WPU0531
Not Seasonally Adjusted
Series Title: PPI Commodity data for Fuels and related products and
Group: Fuels and related products and power
Item: Natural gas
Base Date: 198200
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	179.6	183.0	165.0	178.6	182.4	183.9	184.0	182.5	167.1	158.4	148.3	144.4
2012	132.4	115.3	104.7	92.3	89.4	102.1	115.6	125.9	115.4	126.2	143.5	152.3
2013	143.1	138.2	144.2	163.9	172.2	170.1	155.6	146.8	149.8	149.5	150.0	163.2
2014	180.7	235.1	210.3	194.7	193.4	186.7	179.6	159.5	162.8	160.4	155.1	170.5
2015	127.6	114.7	115.8	101.1	101.0	108.8	109.4	112.1	104.5	99.6	84.6	85.4
2016	93.6	84.0	64.4	70.2	75.0	82.3	113.5	105.9	113.0	114.4	106.0	132.5
2017	156.2	133.0	103.8	120.4	119.8	120.3	115.1	111.8	111.6	108.8	106.6	116.7
2018	112.6	125.5	94.1	96.0	100.1	103.1	105.4	104.0	104.9	108.3	126.0	165.5
2019	126.9	102.4	96.6	84.3	80.2	76.6	74.2	70.6	75.1	72.6	85.4	81.3
2020	70.7	59.7	55.4	48.5	59.9	56.3	53.3	64.2	77.2	68.8	97.4	98.5
2021	98.0	168.2	110.4	98.8	112.0	113.7	139.2	152.8	172.7	217.1	221.2	194.6

PPI Industry Data
Original Data Value

Series Id: PCU336120336120
Series Title: PPI industry data for Heavy duty truck mfg, not
Industry: Heavy duty truck mfg
Product: Heavy duty truck mfg
Base Date: 200312
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	130.4	130.1	130.1	130.1	130.6	130.6	131.3	131.3	131.4	132.5	132.7	132.7
2012	133.6	133.9	133.9	134.4	134.6	134.8	134.7	134.7	134.7	134.7	135.3	135.5
2013	136.1	135.8	135.6	135.2	136.1	136.9	137.1	136.8	136.9	138.0	138.6	138.3
2014	138.8	139.3	139.4	139.1	139.1	139.2	139.1	139.4	139.5	139.7	139.8	139.7
2015	140.7	140.9	141.9	141.9	141.8	141.8	142.3	142.4	142.5	142.6	142.7	142.9
2016	144.3	144.3	144.3	144.7	144.9	144.6	144.7	144.8	145.2	145.0	145.3	145.5
2017	147.9	147.6	147.5	148.2	148.3	147.3	147.6	147.8	147.4	147.0	147.4	147.6
2018	147.7	148.5	148.8	148.5	148.9	148.9	149.3	150.4	150.3	150.4	150.4	150.4
2019	150.6	150.6	150.6	150.6	150.6	150.6	151.2	151.2	151.2	151.1	151.1	151.1
2020	151.8	151.8	151.8	151.8	151.8	151.8	152.7	152.7	152.7	152.8	152.8	152.9
2021	152.9	152.9	153.0	153.2	153.2	153.5	153.5	153.8	153.8	154.2	155.1	155.1

CITY OF
LONG BEACH
ENERGY RESOURCES

2400 EAST SPRING STREET • LONG BEACH, CA 90806
(562) 570-2000 • www.langbeach.gov

December 1, 2020

SUBJECT: SERRF SOLID WASTE DISPOSAL FEE: January 1, 2021

Dear Hauler:

This letter is to advise you that effective **January 1, 2021**, the tipping fee at SERRF will be **\$100.00/ton**. This disposal fee increase is necessary to keep the SERRF facility viable into the future. This rate increase is the only anticipated increase for 2021. The SERRF tip fee increase is regulated by the City of Long Beach.

Your tonnage allocation will not change, nor the requirement that deliveries of Acceptable Waste be made on self-unloading vehicles at no charge to the City of Long Beach.

The definitions on the reverse side of this advisement govern the quality of waste to be brought to SERRF. Please note that these definitions are intended to preclude significant quantities of *Unprocessable Waste* from being delivered.

Please contact us at (562) 570-7840 if you have any questions.

Sincerely,



Charles R. Tripp, Manager
Electric Generation Bureau
120 Pier S Avenue
Long Beach, CA 90802-1039

CRT:MY
12001.400

Tipping Fees for Solid Waste and Recyclables

Payment at the scales must be in cash, credit card (MasterCard, American Express, & Discover only), debit card, or by pre-arranged credit. No checks are accepted. All rates, excluding green waste rates, include state, county and appropriate local fees and taxes.

Important Announcement

(Updated March 17, 2020)

Our Solid Waste facilities continue to operate normally and remain open to the public. However, our administration offices will be closed to public visitors until further notice to reduce the spread of the coronavirus (COVID-19).

If you need to make a payment, go to the Make an Online Payment page to pay by credit card or e-check. For in-person payments, you may leave your check with the lobby guard at our Joint Administration Office.

If you have any questions about payments, pre-arranged credit accounts, or tipping fees, please call (562) 908-4288, ext. 8801 or email SWAccounts@lacsds.org.

Rates

Effective January 1, 2022

MATERIALS RECOVERY FACILITIES (MRF) +

REFUSE-TO-ENERGY FACILITY -

Southeast Resource Recovery Facility (SERRF), Long Beach⁶

Type of Solid Waste/Recyclables	Rate
Municipal Solid and Inert Waste (1-ton minimum charge)	\$105.00 per ton

LANDFILLS +

Please Note:

Uncovered Loads Capable of Producing Litter:

Calabasas Landfill, Puente Hills MRF, South Gate, DART - \$4.40 per ton or \$4.40 per load surcharge.

Scholl Canyon Landfill - \$5.00 per ton or \$5.00 per load surcharge.

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49ASA0
Not Seasonally Adjusted
Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all
Area: Los Angeles-Long Beach-Anaheim, CA
Item: All items
Base Period: 1982-84=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.086	246.328	245.431	245.812	245.711	245.357
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SA0L1E

Not Seasonally Adjusted

Series Title: All items less food and energy in U.S. city average, all

Area: U.S. city average

Item: All items less food and energy

Base Period: 1982-84=100

Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	222.177	223.011	223.690	224.118	224.534	224.891	225.164	225.874	226.289	226.743	226.859	226.740
2012	227.237	227.865	228.735	229.303	229.602	229.879	229.893	230.196	230.780	231.276	231.263	231.033
2013	231.612	232.432	233.052	233.236	233.462	233.640	233.792	234.258	234.782	235.162	235.243	235.000
2014	235.367	236.075	236.913	237.509	238.029	238.157	238.138	238.296	238.841	239.413	239.248	238.775
2015	239.248	240.083	241.067	241.802	242.119	242.354	242.436	242.651	243.359	243.985	244.075	243.779
2016	244.528	245.680	246.358	246.992	247.544	247.794	247.744	248.278	248.731	249.218	249.227	249.134
2017	250.083	251.143	251.290	251.642	251.835	252.014	251.936	252.460	252.941	253.638	253.492	253.558
2018	254.638	255.783	256.610	257.025	257.469	257.697	257.867	258.012	258.429	259.063	259.105	259.083
2019	260.122	261.114	261.836	262.332	262.590	263.177	263.566	264.169	264.522	265.059	265.108	264.935
2020	266.004	267.268	267.312	266.089	265.799	266.302	267.703	268.756	269.054	269.328	269.473	269.226
2021	269.755	270.696	271.713	273.968	275.893	278.218	279.146	279.507	279.884	281.617	282.754	283.908

SINGLE FAMILY REFUSE RATE SURVEY AS OF MAY 2022

NO.	CITY (Hauler)	SERVICES	TOTAL SINGLE FAMILY MONTHLY RATE
1.	Hermosa Beach (Athens Services)	Refuse & Recycling, Green Waste	FY 2021-22 Variable Can Rate 35-g: \$8.07 64-g: \$12.74 96-g: \$17.38 Proposed FY 2022-23: \$22.31*
2.	Inglewood (Republic)	Refuse, Recycling, Green Waste	FY 2021-22: \$18.78*
3.	Redondo Beach (Athens Services)	Refuse, Recycling, Green Waste	FY 2021-22: \$22.72* Proposed FY22-23: \$25.48
4.	Manhattan Beach (Waste Management)	Refuse, Recycling, Green Waste	FY 2021-22: Variable Can Rate 35-g: \$14.49 64-g: \$18.83 96-g: \$23.14
5.	Carson (Waste Resources)	Refuse, Recycling, Green Waste	FY 2021-22 \$22.53*
6.	Gardena (Waste Resources)	Refuse, Recycling, Green waste	FY 2021-23: \$23.51*
7.	Hawthorne (Republic)	Refuse, Recycling, Green Waste	FY 2020-21: Variable Can Rate 35-g: \$19.22 64-g: \$22.45 96-g: \$26.19
8.	Lawndale (Republic)	Refuse, Recycling, Green Waste	FY 2021-22: Variable Can Rate 35-g: \$23.09 65-g: \$27.45 96-g: \$31.80
9.	Monrovia (Athens Services)	Refuse, recycling, Green Waste	FY 2021-22: \$36.47*
10.	Glendora (Athens Services)	Refuse, Recycling, Green Waste	FY 2021-22: \$39.93*
11.	Rancho Palos Verdes (EDCO Disposal)	Refuse, Recycling, Green Waste	FY 2021-22: Variable Can Rate 35-g: \$26.06 64-g: \$33.54 96-g: \$40.99

*Uniform pricing for all cart sizes

COMMERCIAL RATE SURVEY AS OF MAY 2022

	CITY (Hauler)	SERVICES	COMMERCIAL MONTHLY RATE
1.	Rancho Palos Verdes (EDCO Disposal)	Refuse & Recycling 3-yard bin serviced 1x per week	FY 2021-22: \$144.23
2.	Hawthorne (Republic)	Refuse & Recycling 3-yard bin serviced 1x per week	FY 2020-21: \$158.69
3.	Hermosa Beach (Athens Services)	Refuse & Recycling 3-yard bin serviced 1x per week	FY 2021-22: \$161.67 Proposed FY 2022-23: \$168.99
4.	Redondo Beach (Athens Services)	Refuse & Recycling 3-yard bin serviced 1x per week	FY 2021-22: \$168.55 Proposed FY2022-23 \$203.55
5.	Gardena (Waste Resources)	Refuse & Recycling 3-yard bin serviced 1x per week	FY 2021-22: \$177.53 Proposed FY 2022-23: \$188.09
6.	Carson (WM & EDCO)	Refuse & Recycling 3-yard bin serviced 1x per week	FY 2021-22: \$181.91
7.	Manhattan Beach (Waste Management)	Refuse & Recycling 3-yard bin serviced 1x per week	FY 2021-22: \$188.54
8.	Inglewood (Republic)	Refuse & Recycling 3-yard bin serviced 1x per week	FY 2021-22: \$206.90
9.	Monrovia (Athens Services)	Refuse & Recycling 3-yard bin serviced 1x per week	FY 2021-22: \$212.68
10.	Lawndale (Republic)	Refuse & Recycling 3-yard bin serviced 1x per week	FY 2021-22: \$220.40
11.	Glendora (Athens Services)	Refuse & Recycling 3-yard bin serviced 1x per week	FY 2021-22: \$235.24

Public Hearing to Consider Proposed Adjustments to Solid Waste Refuse Rates for the 2022-2023 Fiscal Year

PUBLIC WORKS DEPARTMENT

Rate Adjustment Process

Pre-approved formula ratified via the Proposition 218 process in April 2019.

Annual Changes in Six Industry Costs:

- Labor
- Fuel
- Equipment
- Waste to Energy
- Disposal
- Other

Proposed Refuse Rate Adjustments

- Large Increases Across Indices – Largest Increase to the Fuel Index of 102.23%
- Indices Rate Change of 5.4% (Compared with 2.65% in FY2021-22)
- Proposed Increase to Multi-Family Recycling Fee Index of 2.98% (Rate adjustment factor differs from the other service rates)

Current Solid Waste Agreement Rates

- June 2019- First Amendment approved by City Council with the following 5-year rate structure.
 - 7% Annual Residential and MF Increase, and 14% Annual Commercial Increase Phase-In for 5 years, plus CPI and 1%
- FY2022-23 is Year Four (4) of 5-year rate structure
- Residential Rate Proposed Increase for FY 2022-23: 13.4%
- Commercial Rate Proposed Increase for FY 2022-23: 20.4%

Single Family Monthly Refuse Rates*

FY 22-23

Monrovia	\$36.47
Hawthorne	\$26.19
Gardena	\$23.51
Manhattan Beach	\$23.14
Carson	\$22.53
Lawndale	\$31.80
Redondo Beach (Proposed)	\$25.48
Redondo Beach (Current)	\$22.72
Inglewood	\$18.78
Hermosa Beach	\$22.31

*Price comparison of 95 gallon carts

Commercial Monthly Refuse Rates

FY 22-23

Monrovia	\$212.68
Inglewood	\$206.90
Gardena	\$188.09
Manhattan Beach	\$188.54
Hawthorne	\$158.69
Redondo Beach (Proposed) *	\$203.55
Redondo Beach (Current) *	\$168.55
Lawndale	\$220.40
Hermosa Beach	\$168.99

*Cost is inclusive of all fees

Recommendation

1. Open Public Hearing and take public testimony; and
2. Close public hearing; and
3. Adopt by title only Resolution No. CC-XXXX, a resolution of the City Council of the City of Redondo Beach, California, establishing contractor's charges and corresponding City fees for residential, multi-family and commercial refuse collection for the 2022-2023 Fiscal Year; and
4. Direct staff to allow commercial organics co-mingling with City of Hermosa Beach and monitor implementation.

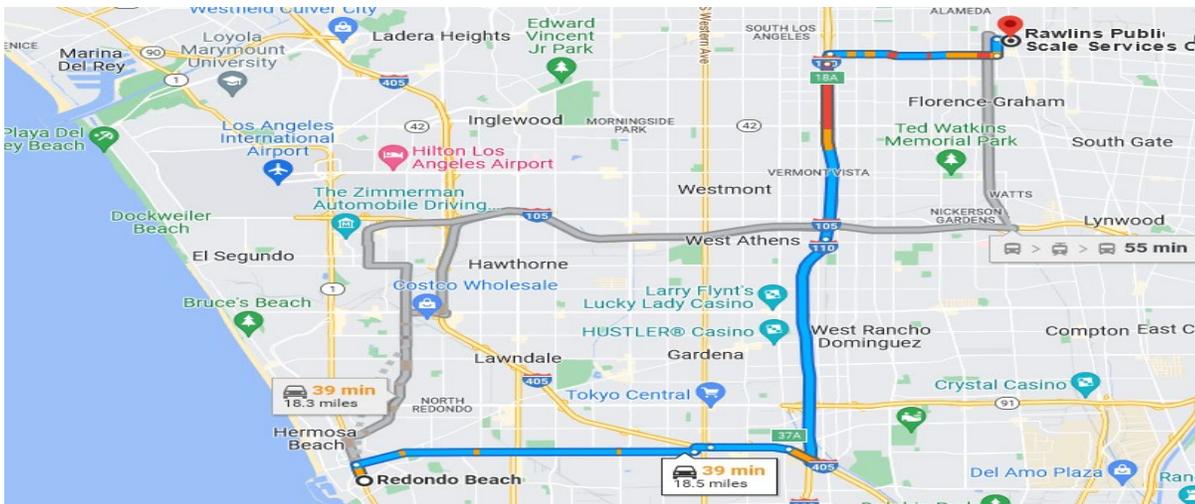
Date: 6/13/2022
Mr. Ted Semann
Public Works Director
City of Redondo Beach

Per conversations exchanged between the City of Redondo Beach staff, Athens Services would like to formally provide the city with a proposal to comingle Redondo Beach Commercial Organics collection with Hermosa Beach Commercial Organics collection.

The plan is to continue to service Residential Organics routes in Redondo Beach as before with no changes scheduled. For the Commercial Organics, before entering the City of Hermosa Beach to service routes, all Redondo Bch Commercial Organic locations would be serviced and then the load will be taken to a Public Scale for a certified weight ticket before comingling with Hermosa Bch Residential /Commercial locations. No service interruptions or delays are to be expected with the comingling operations. Redondo Beach residential organics would maintain their schedule and collection in 32g & 64g barrels by the residential service teams.

Our proposed operational adjustments shall contribute positively to the South Bay cities' efforts to continue to be environmentally friendly as it relates to the number of vehicles on the streets.

We kindly ask for this city's approval to adjust our operations to allow for the comingling for Redondo Beach organics collection and Hermosa Beach organics collection.



Thank you for your consideration

Best Regards

Michael Leidelmeyer | Division Vice President

Athens Services LA South Office | 1301 W 228th St | Torrance, CA 90501

Office 424-337-5013 | Cell 562-332-7029

Email MLeidelmeyer@athensservices.com



Administrative Report

L.3., File # 22-4263

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

PUBLIC HEARING TO CONSIDER THE PROPOSED ASSESSMENTS FOR THE STREET LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2022-2023;

ADOPT, BY TITLE ONLY, RESOLUTION NO. CC-2206-033, A RESOLUTION OF THE CITY COUNCIL OF REDONDO BEACH, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT, AND LEVYING OF THE ASSESSMENT FOR THE STREET LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FOR THE FISCAL YEAR FROM JULY 1, 2022 TO JUNE 30, 2023; AND

PROCEDURES:

- A. OPEN THE PUBLIC HEARING, TAKE TESTIMONY; AND
- B. CLOSE THE PUBLIC HEARING; AND
- C. ADOPT THE RESOLUTION

EXECUTIVE SUMMARY

On May 3, 2022, the City Council approved the City Engineer's Report and adopted Resolution No. CC-2205-026, declaring its intention to levy assessments for the Street Landscaping and Lighting District for maintenance of street lighting fixtures and landscaped areas for the 2022-2023 Fiscal Year. As part of the approval, the City Council set June 7, 2022 as the date for a public hearing to consider the proposed District assessment. The annual assessment fee is not proposed for adjustment in the upcoming Fiscal Year and has not been changed since 1991. It should be noted that current assessment fee revenue does not fully cover District expenses. As a result, the General Fund must annually subsidize District operations. The subsidy for the 2022-2023 Fiscal Year is \$1,067,107.

BACKGROUND

On April 5, 2022, the City Council adopted Resolution No. CC-2204-014, ordering a report from the City Engineer for the 2022-2023 Fiscal Year Landscaping and Lighting Assessment District, including an assessment diagram, plans, specifications, and cost estimates for furnishing electrical energy, maintenance, and improvements for public lighting facilities and landscaped areas included in the District. The report was presented to the City Council on May 3, 2022.

At that time, the City Council approved Resolution No. CC-2205-026, declaring its intention to levy assessments for the 2022-2023 Fiscal Year for maintenance of the public lighting facilities and

landscaped areas. The Resolution set June 7, 2022 as the date for a public hearing to consider the proposed assessments (see attached) for the 2022-2023 Fiscal Year.

As described in the Engineer’s Report, a typical home in Redondo Beach with a frontage of 40 feet pays approximately \$59.20 per year for street landscaping and lighting. The fee has not changed since 1991. In 2006, the City sought voter approval under Proposition 218 to adjust the assessment to pay for all District costs. Redondo Beach property owners voted against the proposed fee increase. The City Council considered initiating the process to increase the assessment during the FY 2016-17 budget adoption discussions, but ultimately decided to leave the assessment unchanged. In the 2022-2023 Fiscal Year, the District will run a \$1,067,107 deficit, which must be offset by a subsidy from the General Fund.

The District was formed in 1983 under the requirements of the 1972 Landscaping and Lighting Act. The District operates and maintains: 5,127 street lights (3,228 Southern California Edison owned and 1,899 City owned); 102 signals (55 traffic and 23 flashing yellow beacon and 24 flashing red beacon); and 21.85 acres of landscaping. Despite the lack of a proposed change to the annual fee, the Act requires that a public hearing be held before implementing each year’s District assessment.

COORDINATION

The attached resolution was prepared by the City Attorney’s Office. Public Works Department staff coordinated with staff in the Financial Services Department to prepare the District’s annual revenue and expense figures.

FISCAL IMPACT

The following funding/expenditure plan is consistent with the May 3, 2022 City Engineer’s Report. The amounts included in the Proposed FY 2022-2023 City Budget (page 42) are lower than the City Engineer’s Report by \$87 in both the general fund subsidy and the personnel expenditures.

<u>FY 2022-23 Funding</u>		<u>FY 2022-23 Expenditures</u>	
Assessment Fee	\$ 1,513,000	Personnel	\$ 879,986
Public Services Lighting Fee	\$ 600	M & O	\$ 1,341,929
Other Revenues	\$ 17,000	POB Debt	\$ 97,450
General Fund Subsidy	\$ 1,067,107	Overhead/Internal Svc Chg	\$ 278,342
Total Funding	\$ 2,597,707	Total Expenditures	\$ 2,597,707

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

1. RESOLUTION- LANDSCAPE & LIGHTING ACT
2. TABLE 1-FY 22-23 ASSESSMENT SCHEDULE

RESOLUTION NO. CC-2206-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT, AND LEVYING OF THE ASSESSMENT FOR THE STREET LANDSCAPING AND LIGHTING DISTRICT FOR THE FISCAL YEAR FROM JULY 1, 2022 TO JUNE 30, 2023

WHEREAS, the City Council of the City of Redondo Beach ("City Council") adopted Resolution No. CC-2204-014 ordering the City Engineer to prepare and file the report required by the Landscaping and Lighting Act of 1972 (California Street & Highways Code § 22500 et seq.; "Act"); and

WHEREAS, pursuant to the Act, the report prepared by the City Engineer is for the proposed levy of an annual assessment for the Fiscal Year from July 1, 2022 to June 30, 2023, and such report has been prepared and filed with the City Clerk; and

WHEREAS, the City Council approved the report filed pursuant to Resolution No. CC-2204-014; and

WHEREAS, the City Council adopted Resolution No. CC-2205-026, declaring its intention to levy assessments in order to improve and maintain certain street lighting fixtures, appurtenances, and landscaped areas, as shown in DIAGRAM, PLAN AND SPECIFICATIONS NO. 3000, on file in the office of the City Engineer; and

WHEREAS, on June 7, 2022, a public hearing was duly held, and all interested persons desiring to be heard were afforded the opportunity to be heard on the report of the City Engineer, the diagram and assessment contained therein, or on any matter relating to the report and the proceedings.

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

SECTION 1. The City Council has considered all protests made or filed by all interested persons, and each and all such protests are overruled and denied.

SECTION 2. The assessment and diagram are hereby confirmed. The adoption of this Resolution constitutes the levy of an assessment for the Fiscal Year from July 1, 2022 to June 30, 2023, as referred to in the assessment.

SECTION 3. The City Clerk is directed to file a certified copy of this Resolution, and of the DIAGRAM and assessment referred to herein with the County Auditor of the County of Los Angeles. Thereupon the County Auditor shall provide for the collection of the assessments at the time and in the manner provided in under the Act.

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

PASSED, APPROVED AND ADOPTED this 7th day of June 2022.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, 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-2206-033 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 7th day of June, 2022, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

TABLE 1
STREET LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT
FY 2022-23 ASSESSMENT SCHEDULE

<u>ZONE 1</u>	<u>RATE PER FOOT</u>	<u>TYPICAL 40 FT. PARCELS</u>
Street Lighting	1.28	51.20
Landscaping	<u>.20</u>	<u>8.00</u>
Total	1.48	59.20
<u>ZONE 2</u>	<u>RATE PER FOOT</u>	<u>TYPICAL 40 FT. PARCELS</u>
Street Lighting	2.62	104.80
Landscaping	<u>.40</u>	<u>16.00</u>
Total	3.02	120.80

There are 5,127 street light throughout the City; 3,228 (Edison), 1,899 (City)
City maintains 102 signals; 55 traffic, 23 (yellow) and 24 (red) flashing beacons.
City maintains 21.85 acres of parkway and median.
A total of 21,373 parcels pay for this assessment fee.



Administrative Report

N.1., File # 22-4280

Meeting Date: 6/7/2022

To: MAYOR AND CITY COUNCIL
From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT
DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING A WATERFRONT EDUCATION FACILITY AND PROGRAMMING CONCEPT TITLED OCEAN ENCOUNTER

APPROVAL OF THE CONCEPT AND DIRECTION TO STAFF TO PREPARE DRAFT PLANS, AGREEMENTS, AND OTHER APPLICABLE FACILITY IMPLEMENTATION DOCUMENTS

EXECUTIVE SUMMARY

The City of Redondo Beach is in the process of completing a master plan for the City's waterfront public amenities. The City has contracted with a consultant team, SWA, to assess current conditions, perform community outreach, and collaborate with a Working Committee, comprised of community stakeholders, to develop a draft plan for review by the Harbor Commission and City Council. SWA has completed the public outreach phase of this effort. One idea that has received universal support, from both the community and Working Committee, is the installation of an interactive educational facility on the site located west of Seaside Lagoon, currently occupied by Joe's Crab Shack. The site is city-owned and the existing tenant is on a month-to-month lease.

A unique and timely waterfront education center concept that would fit well at the Joe's Crab Shack site has been developed by a team of scientists in the marine biology, agriculture, aquaculture, medical and technological fields, lead by Thomas Grimm. The concept, titled "Ocean Encounter", which includes a preliminary design for a new technologically advanced and interactive education facility and a number of exciting and contemporary education and ocean restoration programs, was presented to the Harbor Commission in April and received unanimous support.

The Ocean Encounter concept is also supported by private philanthropists (who have expressed interest in funding the project), the UC medical education community (which would like to assist in the development of education curriculum and research and ocean restoration efforts at the site and in King Harbor), and the SEED Foundation (which is developing a charter school in LA and is interested in becoming an educational partner at the facility). It is also expected that partnerships with USC and Caltech would be developed, as there is currently no waterfront education facility of this type in the Santa Monica Bay.

Given the overwhelming community feedback in support of an educational facility, the number of potential world-class educational partners, and the anticipated private philanthropy that is available to

finance the project, staff recommends the City Council approve the concept and work with Mr. Grimm to develop a plan for facility implementation.

BACKGROUND

The City Council has made the revitalization of the waterfront a strategic priority for many years, the key to which is the creation, upgrade, or replacement of many of the public amenities within the area. These public amenities serve as the underpinning upon which other revitalization activities can occur including the attraction of private investment to the waterfront and the improvement of various offerings available to residents and visitors including recreational, educational, entertainment and other public facility uses.

As mentioned above, the City has contracted with a consultant team, SWA, to assess current conditions, develop a community participation plan, and collaborate with a Working Committee comprised of community stakeholders. The consultant has been charged to gather input from the community and Working Committee, and develop a draft plan that addresses which public amenities should be rebuilt, renovated, or newly added; where the amenities should be located; and what recreational, operational, and other functional elements should be included in the design.

SWA has concluded the public outreach phase of the process (the last public meeting was held on May 31st and had roughly 200 attendees) which included an interactive project website, social media posts, public workshops, and surveys. Next steps include continued dialogue with the Working Committee and digesting the community feedback received in order to develop a draft amenities plan. One idea in particular that was universally supported by both the community and Working Committee was the installation of an interactive educational facility on the waterfront. The facility would attract both residents and visitors and would help to cultivate interest in the area as well as in ocean conservation. Furthermore, community input has demonstrated the preferred location for such an educational facility to be the site located west of Seaside Lagoon currently occupied by Joe's Crab Shack. The site is City-owned and the existing tenant is on a month-to-month lease that the City can terminate with just 60-days' notice.

Due to the overwhelming support for a new educational facility within the waterfront, staff has invited Thomas Grimm to present to the City Council a potential programming idea called Ocean Encounter. Mr. Grimm is the owner and operator of the Carlsbad Aquafarm, a facility that has been in operation for over 50 years and specializes in growing shellfish in an ecologically-mindful manner in a way that has contributed to coastal conservation and habitat restoration. Ocean Encounter would aim to engage and deepen the community's connection with the coastal environment, inform the public about challenges facing the world's oceans, promote seafood for sustained brain and heart health, and address the issue of seafood sustainability. Mr. Grimm plans to achieve his vision through immersive experiences such as augmented reality as well as exhibits for restoration aquaculture, aquaponic gardens, and a studio kitchen.

Mr Grimm's team includes Belinda Zhang, head of research and development for Foxconn (which is the developer of the iPhone). Ms. Zhang also created an underwater drone company called QySea, a technology that would be utilized by Ocean Encounter as part of their educational program. The team also includes educators from John Hopkins University that specialize in marine biology and ocean restoration, as well as representatives from the University of California medical system. Prospective partnership discussions have also begun with the SEED School of LA, a non-profit organization that

provides a diverse range of educational opportunities to underserved students.

Mr. Grimm previously made a presentation on the Ocean Encounter concept to the Harbor Commission at the April 2022 meeting. Overall, the programming concept was well-received by the Harbor Commission; specific comments included a desire to incorporate an “on-the-water” experience that gets users to physically explore the ocean, a request to create partnerships with other local non-profit organizations, and the inclusion of an underwater robotics program.

If City Council has an interest in further pursuing this effort, staff is requesting direction to continue working with Mr. Grimm to locate the Ocean Encounter program at the Joe’s Crab Shack site. Potential next steps include staff returning to City Council for consideration of either a memorandum of understanding, negotiation of a lease with a non-profit organization, funding agreement, and/or design contract. In addition, the project would be subject to the typical entitlement process consisting of public hearings with the Planning Commission, Harbor Commission, City Council, and Coastal Commission.

COORDINATION

The Ocean Encounter concept has been prepared by a team of scientists and has support from a number of education and philanthropic groups. The concept was reviewed by the Harbor Commission and received unanimous support.

FISCAL IMPACT

There is no fiscal impact associated with staff’s work with Mr. Grimm on implementation of the Ocean Encounter concept. It is anticipated that funding for construction and operation of the facility would be largely provided by private philanthropists and prospective education grants.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Ocean Encounter Presentation to Harbor Commission on 04.11.22
Letter of Support from UC San Diego

BLUE FOLDER ITEM

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.

HARBOR COMMISSION MEETING April 11, 2022

L.2. DISCUSS AND PROVIDE INPUT REGARDING POTENTIAL PROGRAMMING OF A FUTURE EDUCATIONAL FACILITY AT THE WATERFRONT

Attachments: Presentation by Thomas Grimm

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

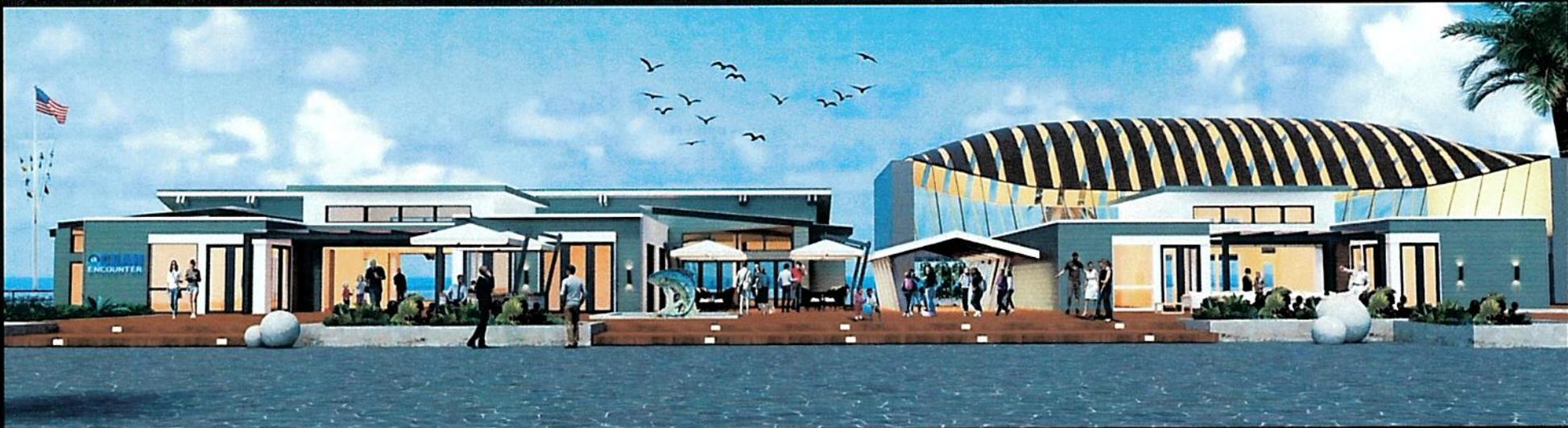
The logo features a circular emblem on the left. Inside the circle, there are stylized blue waves at the bottom, a white splash in the center, and two small blue circles above the splash, resembling bubbles or droplets. The word "OCEAN" is written in a large, bold, dark blue sans-serif font to the right of the emblem. Below "OCEAN", the word "ENCOUNTER" is written in a smaller, bold, light blue sans-serif font.

OCEAN ENCOUNTER

Ocean Encounter will be established as a non-profit organization to engage and deepen our connection with the coastal environment, to promote benefits of seafood for sustained brain and heart health beginning at conception and continuing throughout our lifetimes, and to address the issues of seafood insecurity and sustainability.



OCEAN ENCOUNTER



Augmented Reality, Restoration Aquaculture,
Aquaponics Gardens and Studio Kitchen



OCEAN ENCOUNTER

Aquaculture

Habitat Restoration,
Demo and Training

Augmented Reality

Encounter Exhibits
Marine Drone Simulators

Studio Kitchen

Public Food Gardens
& Public Education

Aquaponics

Public Food Gardens
& Public Education

Conferences

Teacher Workshops
and Public Forums

Ocean Culture

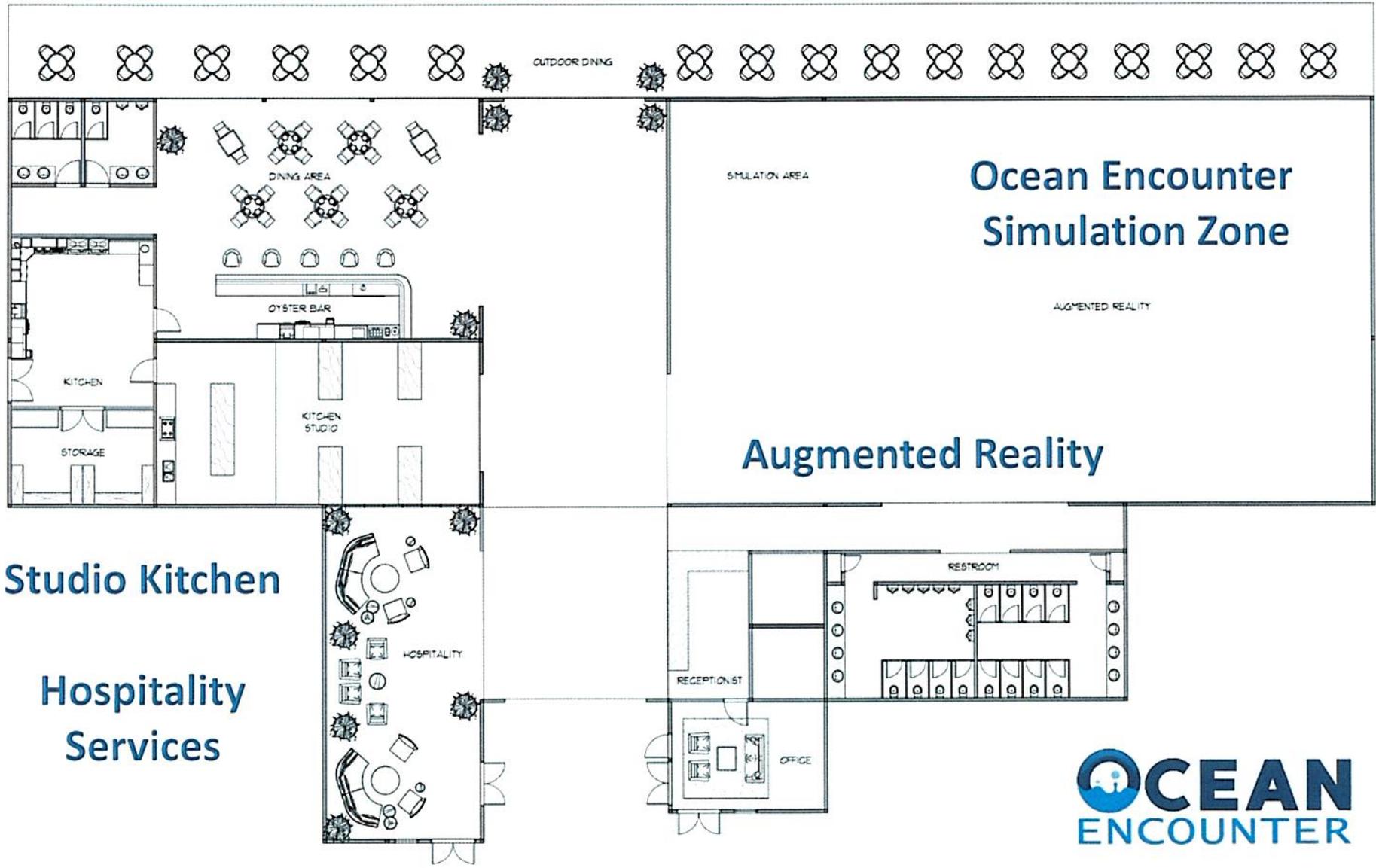
Performing Arts &
Harvest Festivals



OCEAN ENCOUNTER



Augmented Reality, Restoration Aquaculture,
Aquaponics Gardens and Studio Kitchen



Studio Kitchen

Hospitality Services

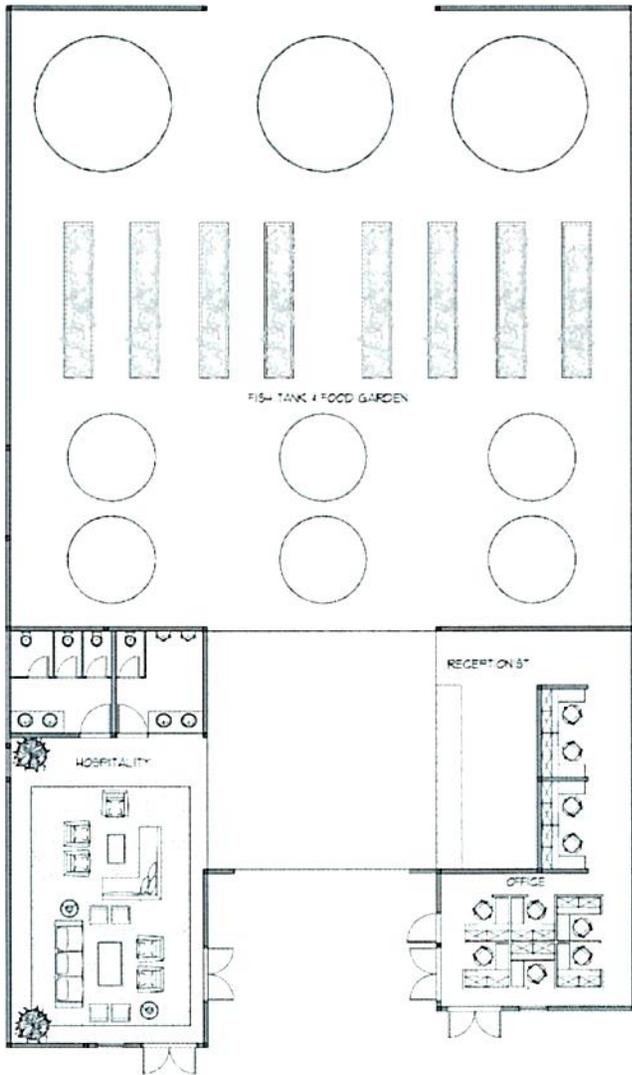
Ocean Encounter Simulation Zone

Augmented Reality



Ocean Encounter Conceptual Space Plan

Aquaponics Garden



Ocean Encounter

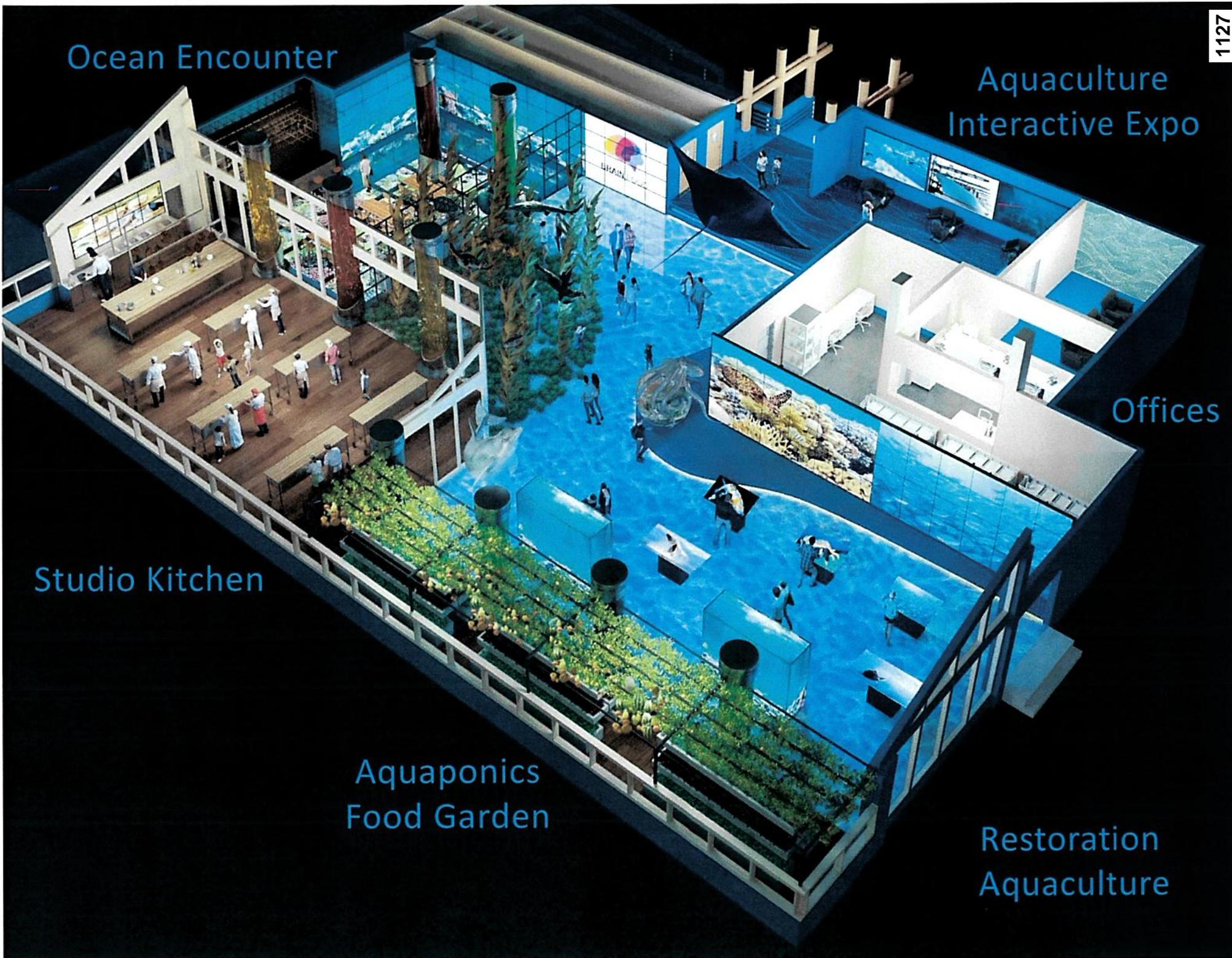
Aquaculture
Interactive Expo

Offices

Studio Kitchen

Aquaponics
Food Garden

Restoration
Aquaculture





Augmented Reality

Studio Kitchen

Aquaponics Gardens

Reception





OCEAN ENCOUNTER

Visitors explore immersive coastal habitats where marine life behaves and responds to the visitor's every motion.

EXPERIENCE THE UNDERWATER WORLD



Consumer OMNI-4K Underwater Robot

FIFISH V6
UNDERWATER ROBOT

Escape to the Ocean



QySea Founder
Belinda Zhang

Concept Proposal

2022

Ocean Encounter Portal



Thomas Grimm
 Brain Food Entertainment
 3/5/2022

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OCEAN ENCOUNTER



3 | Page

Virtual and Augmented Reality



*In addition to Augmented Reality **Ocean Encounter** utilizes interactive visualization to enliven the visitor experience in exploring diverse marine habitats by delivering intimate, entertaining and transformative encounters without headsets that inform the public about the challenges facing the World Ocean, and to inspire and engage people with a sense of exploration, discovery, wonder and adventure.*

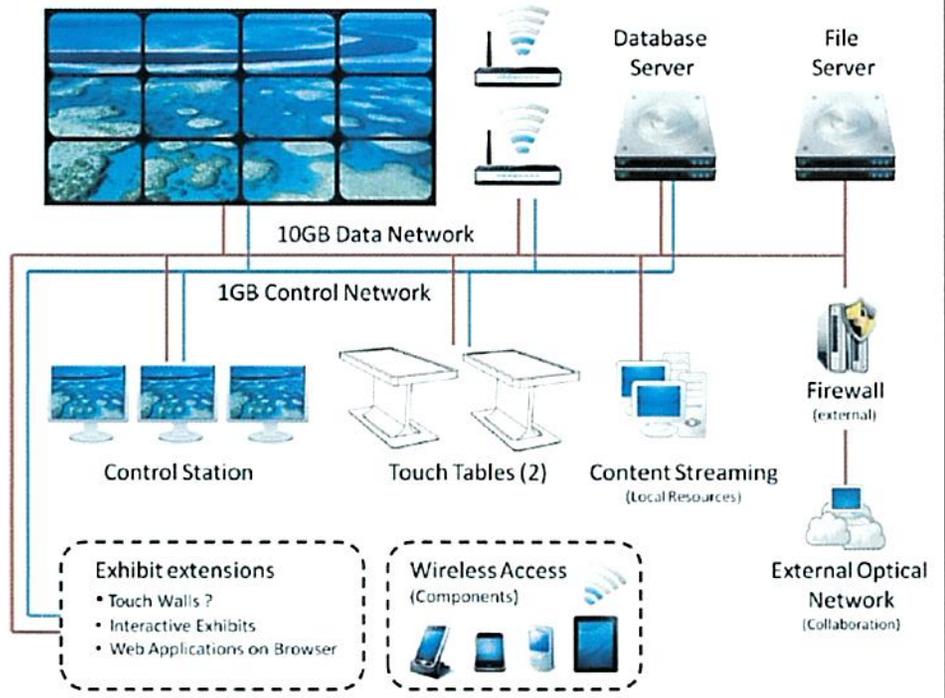


Figure 4: Basic Ocean Quest Portal Layout

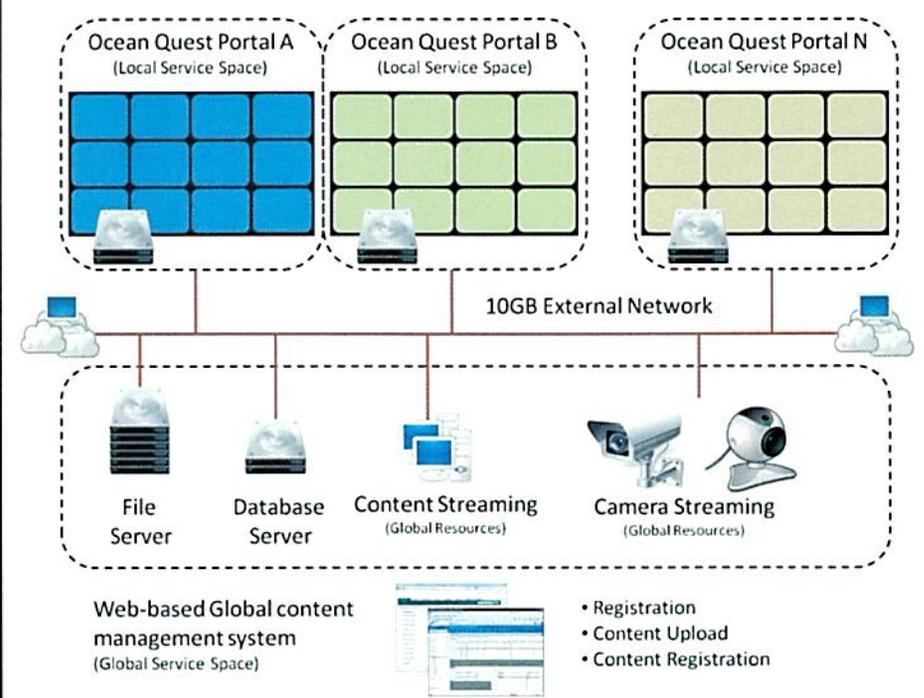


Figure 5: Global Service Management

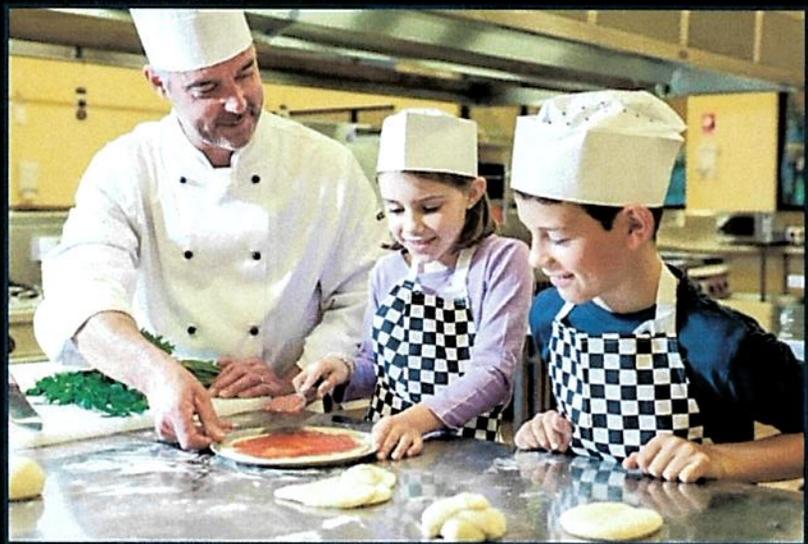
Ocean Encounter's Hiperwall backend portal layout and global service management architecture



OCEAN ENCOUNTER



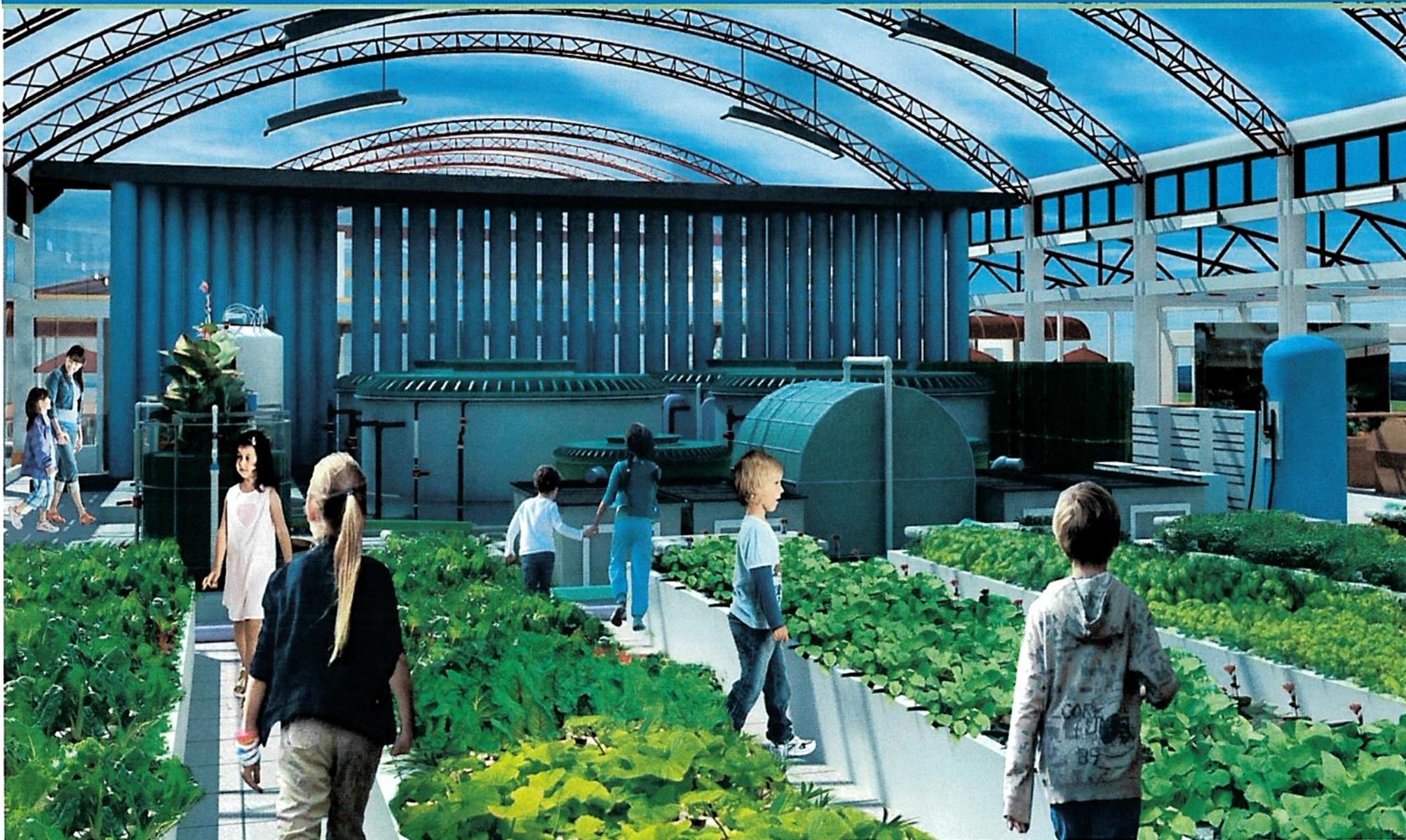
Studio Kitchen



Apprentice Chefs



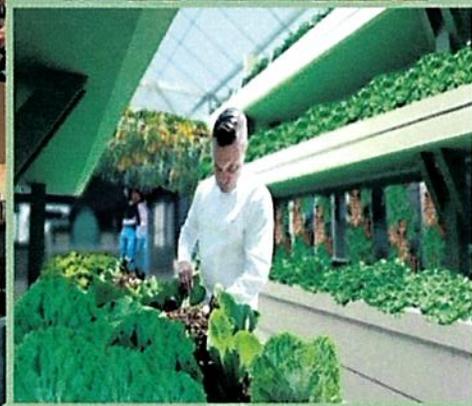
AQUAPONICS GARDENS



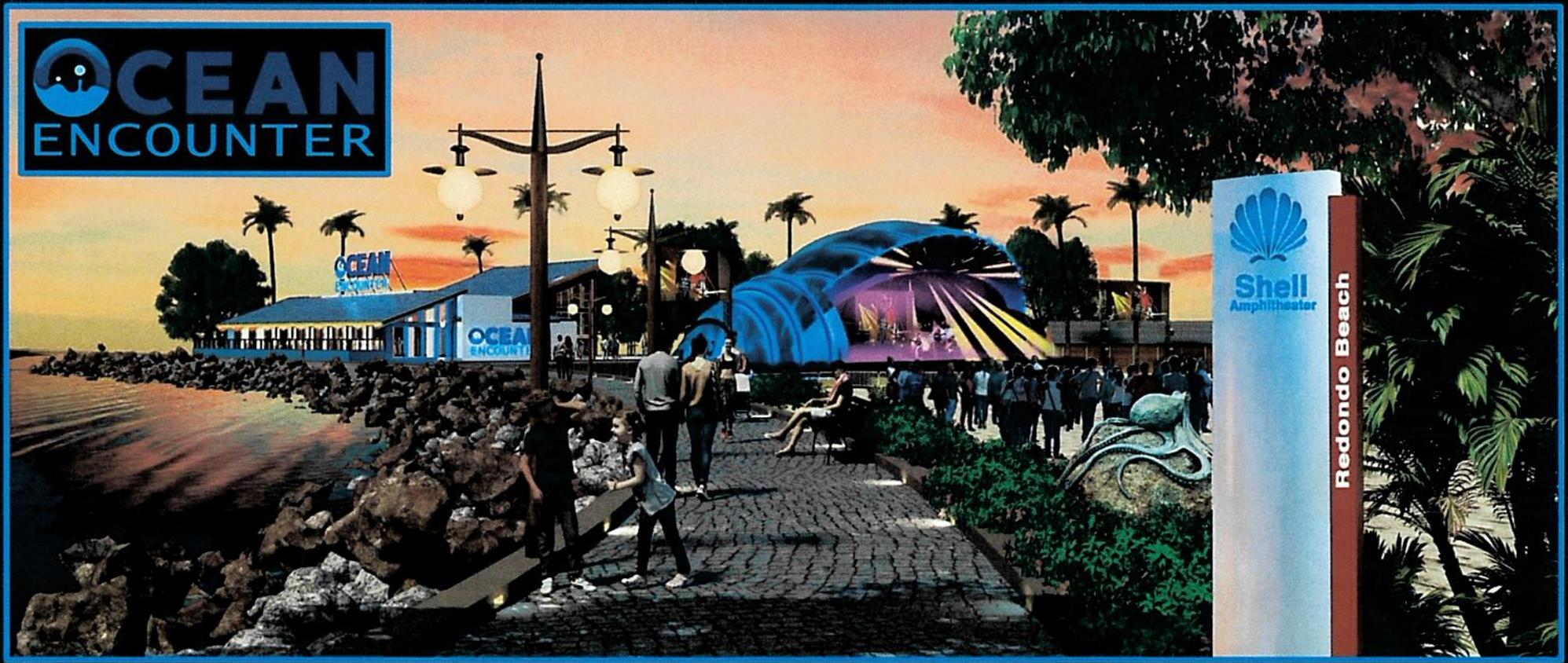
AQUAPONICS GARDENS



BROADCAST STUDIO KITCHEN



Ocean Encounter is a nexus of immersive Augmented Reality of coastal habitats, restoration aquaculture, sustainable seafood, health, community engagement and connection of Redondo Beach with diverse, healthy coastal ecosystems



Solar-powered bandshell with lithium battery arrays under the stage



GORDON SAXE, MD, PHD
EXECUTIVE DIRECTOR
KRUPP CENTER FOR INTEGRATIVE RESEARCH
CENTER FOR INTEGRATIVE NUTRITION
UC SAN DIEGO CENTERS FOR INTEGRATIVE HEALTH

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FAX: (858) 657-8625
EMAIL: ashubov@mednet.ucla.edu

Mon., May 23, 2022

Tom Grimm

Dear Tom,

We are pleased to support your proposal for the Ocean Encounters Project. The project presents an exciting opportunity for eco-restoration and a vibrant community.

In support of the Ocean Encounters Project, we will bring an extensive background at the intersection of ancient wisdom and modern science. We operate at the cutting-edge intersection of culinary medicine, environmental science, regenerative agriculture, and ancient healing wisdom. One central mission is to discover the potential synergies between different foods, algae, fungi, herbs, and other natural products and develop immune-potentiating solutions for disease states such as cancer, heart disease, Alzheimer's, autoimmune conditions, and COVID and other infectious diseases. We currently oversee more than 15 clinical trials, including two FDA-approved trials of INDs using natural products. We have also developed scalable educational programming, video and multimedia production, with hundreds of graduates and global reach.

We look forward to collaborating on a project that we believe will have broad and transformative impact on the Redondo Beach waterfront and community, with the ability to serve as a replicable model for positive global change.

Sincerely,

Gordon Saxe