

**EIGHTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
THE CITY OF REDONDO BEACH  
AND  
KOSMONT & ASSOCIATES, INC.  
DBA KOSMONT COMPANIES**

THIS EIGHTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Eighth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Kosmont & Associates, Inc., a California corporation dba Kosmont Companies ("Consultant" or "Kosmont").

WHEREAS, on December 2, 2014, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 1, 2015, the parties entered into a First Amendment ("First Amendment") which extended the term to December 31, 2016 and increased the compensation to \$250,000; and

WHEREAS, on July 5, 2016, the parties entered into a Second Amendment ("Second Amendment") which extended the term to June 30, 2017 and increased the compensation to \$430,000; and

WHEREAS, on March 21, 2017, the parties entered into a Third Amendment ("Third Amendment") which extended the term to December 6, 2017 and increased the compensation to \$570,000; and

WHEREAS, on November 7, 2017, the parties entered into a Fourth Amendment ("Fourth Amendment") which extended the term to July 30, 2018 and increased the compensation to \$745,000; and

WHEREAS, on March 20, 2018, the parties entered into a Fifth Amendment ("Fifth Amendment") which extended the term to July 30, 2019 and increased the compensation to \$945,000; and

WHEREAS, on February 19, 2019, the parties entered into a Sixth Amendment ("Sixth Amendment") which extended the term to July 30, 2020 and increased the compensation to \$1,170,000; and

WHEREAS, on October 15, 2019, the parties entered into a Seventh Amendment ("Seventh Amendment") which extended the term to December 31, 2020 and increased the compensation to \$1,335,000; and

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Agreement:



1. Scope of Services: Exhibit A of the Agreement (as amended) is replaced in its entirety by the Scope of Services attached hereto as Exhibit A-8, which is incorporated herein.
2. Compensation: Exhibit C of the Agreement is hereby amended to increase the compensation by \$60,000.00 thereby increasing the total not to exceed amount to \$1,395,000.00. Except as expressly stated herein, Exhibit C of the Agreement (as amended) shall remain unchanged and in full force and effect.
3. Modification. Except as expressly set forth herein, the Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment shall continue in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment together with this Eighth Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency among this Eighth Amendment and the Seventh Amendment, Sixth Amendment, Fifth Amendment, Fourth Amendment, Third Amendment, Second Amendment, First Amendment and the Agreement, the terms of this Eighth Amendment shall prevail. This Eighth Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties have entered into this Eighth Amendment as of this 11<sup>th</sup> day of February, 2020.

CITY OF REDONDO BEACH  
A chartered municipality

KOSMONT & ASSOCIATES, INC  
a California Corporation  
dba KOSMONT COMPANIES



William C. Brand, Mayor



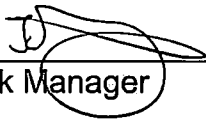
Name LARRY KOSMONT  
Title: CHAIRMAN & CEO

APPROVED AS TO FORM:



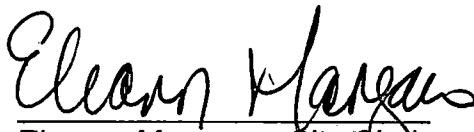
Michael W. Webb, City Attorney

APPROVED:



Risk Manager

ATTEST:



Eleanor Manzano, City Clerk



## EXHIBIT A-8

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### **Task 1: Continued Support on Existing Citywide Economic Development Projects**

Kosmont will provide continued support on existing projects including waterfront redevelopment activities, assistance with the evaluation of proposals related to the potential redevelopment of the AES powerplant site, and the evaluation and negotiation of agreements, due diligence as pertaining to existing and potential future leaseholds at the waterfront.

#### **Task 2: Infrastructure Financing Plan, Fiscal Impact Analysis, Final EIFD Approval**

Based on the City's adopted resolution establishing the EIFD, Kosmont will continue to work with the City to draft an Infrastructure Financing Plan ("IFP"), draft supporting fiscal impact analyses, assist legal counsel in preparation of CEQA documentation, and attend Public Finance Authority ("PFA") meetings and hearings for final approval of IFP and EIFD.

#### **Task 3: Stakeholder Meetings, PFA Board, EIFD Formation and Ongoing Activities**

Kosmont will continue to meet with the PFA board, EIFD property owners, and stakeholders (e.g. Southern California Edison, County Supervisors/CEO), including activities related to the expansion of Public Financing Authority membership to include the County, and ongoing project support for EIFD/PFA activities as may be needed.

#### **Task 4: Waterfront Real Estate Activities**

Kosmont shall provide continued support on the harbor waterfront properties, including assistance with the evaluation and negotiation of proposals related to the potential redevelopment of the properties. Certain of these activities may include litigation support.

#### **Task 5: Other As-Needed Services**

Kosmont will provide other as-needed real estate and economics advisory services as requested by Client, and mutually agreed upon by Consultant.



**SEVENTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
THE CITY OF REDONDO BEACH  
AND  
KOSMONT & ASSOCIATES, INC.  
DBA KOSMONT COMPANIES**

THIS SEVENTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Seventh Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Kosmont & Associates, Inc., a California corporation dba Kosmont Companies ("Consultant").

WHEREAS, on December 2, 2014, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 1, 2015, the parties entered into a First Amendment ("First Amendment") which extended the term to December 31, 2016 and increased the compensation to \$250,000; and

WHEREAS, on July 5, 2016, the parties entered into a Second Amendment ("Second Amendment") which extended the term to June 30, 2017 and increased the compensation to \$430,000; and

WHEREAS, on March 21, 2017, the parties entered into a Third Amendment ("Third Amendment") which extended the term to December 6, 2017 and increased the compensation to \$570,000; and

WHEREAS, on November 7, 2017, the parties entered into a Fourth Amendment ("Fourth Amendment") which extended the term to July 30, 2018 and increased the compensation to \$745,000; and

WHEREAS, on March 20, 2018, the parties entered into a Fifth Amendment ("Fifth Amendment") which extended the term to July 30, 2019 and increased the compensation to \$945,000; and

WHEREAS, on February 19, 2019, the parties entered into a Sixth Amendment ("Sixth Amendment") which extended the term to July 30, 2020 and increased the compensation to \$1,170,000; and

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Agreement:

1. Scope of Services: Exhibit A of the Agreement (as amended) is replaced in its entirety by the Scope of Services Attached to this Seventh Amendment.


2. Term: Exhibit B of the Agreement is hereby amended to extend the term of the Agreement to December 31, 2020.
3. Compensation: Exhibit C of the Agreement is hereby amended to increase the compensation by \$165,000.00 thereby increasing the total not to exceed amount to \$1,335,000.00. Except as expressly stated herein, Exhibit C of the Agreement shall remain unchanged and in full force and effect.
4. Modification. Except as expressly set forth herein, the Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment shall continue in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment together with this Seventh Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency among this Seventh Amendment and the Sixth Amendment, Fifth Amendment, Fourth Amendment, Third Amendment, Second Amendment, First Amendment and Agreement, the terms of this Seventh Amendment shall prevail. This Seventh Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.


**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have entered into this Seventh Amendment as of this 15<sup>th</sup> day of October, 2019.


CITY OF REDONDO BEACH  
A chartered municipality

KOSMONT & ASSOCIATES, INC  
a California Corporation  
dba KOSMONT COMPANIES


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

  
\_\_\_\_\_  
Name: LARRY KOSMONT  
Title: CEO

APPROVED AS TO FORM:

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

APPROVED:

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

ATTEST:

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



## PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

### **Task 1: Continued Support on Existing Citywide Economic Development Projects**

Consultant will provide continued support on existing projects including waterfront redevelopment activities, assistance with the evaluation of proposals related to the potential redevelopment of the AES powerplant site, and the evaluation and negotiation of agreements, due diligence as pertaining to existing and potential future leaseholds at the waterfront.

### **Task 2: County EIFD Participation**

Consultant will continue to work with Los Angeles County ("County") to pursue the County's approval of participation in the Redondo Beach Enhanced Infrastructure Financing District ("EIFD"), including updating the EIFD application and tax increment projections, attending public meetings and hearings, negotiation of tax increment contribution by the County, and assistance with the final Los Angeles County EIFD resolution for consideration by the Board of Supervisors.

### **Task 3: Infrastructure Financing Plan, Fiscal Impact Analysis, Final EIFD Approval**

Based on the City's adopted resolution establishing the EIFD, K will continue to work with the City to draft an Infrastructure Financing Plan ("IFP"), draft supporting fiscal impact analyses, assist legal counsel in preparation of CEQA documentation, and attend Public Finance Authority ("PFA") meetings and hearings for final approval of IFP and EIFD.

### **Task 4: Stakeholder Meetings, PFA Board, EIFD Formation and Ongoing Activities**

Consultant will continue to meet with the PFA board, EIFD property owners, and stakeholders (e.g. Southern California Edison, County Supervisors/CEO), including activities related to the expansion of Public Financing Authority membership to include the County, and ongoing project support for EIFD/PFA activities as may be needed.

### **Task 5: Waterfront Real Estate Activities**

Consultant shall provide continued support on the harbor waterfront properties, including assistance with the evaluation and negotiation of proposals related to the potential redevelopment of the properties. Certain of these activities may include litigation support.

### **Task 6: Other As-Needed Services**

Consultant will provide other as-needed real estate and economics advisory services as requested by Client, and mutually agreed upon by Consultant.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2019

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).

<b>PRODUCER</b> License # 0C36891 <b>Lyddy Martin Company</b> 20300 Ventura Blvd. Suite 340 Woodland Hills, CA 91364	<b>CONTACT NAME:</b> Brett R Sternberg <b>PHONE (A/C, No, Ext):</b> (310) 478-2625 317 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> brett@lyddymartin.com
<b>INSURED</b>  <b>Kosmont &amp; Associates, Inc.</b> <b>Dbas: Kosmont Companies</b> <b>1601 N. Sepulveda Blvd. #382</b> <b>Manhattan Beach, CA 90266</b>	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Sentinel Insurance Company, Ltd <b>NAIC # 11000</b> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	72SBABC3942	6/27/2019	6/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY	SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	72SBABC3942	6/27/2019	6/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB EXCESS LIAB	X OCCUR CLAIMS-MADE	72SBABC3942	6/27/2019	6/27/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 DED X RETENTION \$ 10,000
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)

<b>CERTIFICATE HOLDER</b>  City of Redondo Beach Attn: Risk Manager 415 Diamond Street Redondo Beach, CA 90277	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## BUSINESS LIABILITY COVERAGE FORM

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

### b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

### c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

### d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

### e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

### 3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

### 4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

### 5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

### 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit:

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a State or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

## BUSINESS LIABILITY COVERAGE FORM

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2019

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

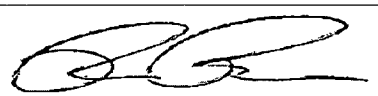
<b>PRODUCER</b> Rick Powell Insurance Agency, Llc 3500 West Olive Ave, Suite 300 Burbank, CA 91505 Phone (818) 861-7440 Fax (760) 804-9710	<b>CONTACT NAME:</b> Rick Powell <b>PHONE (A/C, No, Ext):</b> (818) 861-7440	<b>FAX (A/C, No):</b> (760) 804-9710	
	<b>E-MAIL ADDRESS:</b> rick@insurance4ca.com		
<b>INSURED</b> Kosmont & Associates, Inc. dba Kosmont Companies 1601 N Sepulveda Blvd #382 Manhattan Beach CA 90266	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> HISCOX INSURANCE COMPANY INC.		10200
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$  \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$  \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions Coverage	Y		MPL1425837.19	03/15/2019	03/15/2020	\$2,000,000/\$2,000,000 Per Claim/Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
City of Redondo Beach, its officers, elected and appointed officials employees and volunteers are Additional Insured as respects operations performed by the named insured, per form PLPMPL P0002 CW (06/14) attached.

<b>CERTIFICATE HOLDER</b>  City of Redondo Beach Attn: Risk Manager 415 Diamond Street Redondo Beach, CA 90277	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**SIXTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
THE CITY OF REDONDO BEACH  
AND  
KOSMONT & ASSOCIATES, INC.  
DBA KOSMONT COMPANIES**

THIS SIXTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Sixth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Kosmont & Associates, Inc., a California corporation dba Kosmont Companies ("Consultant").

WHEREAS, on December 2, 2014, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 1, 2015, the parties entered into a First Amendment ("First Amendment") which extended the term to December 31, 2016 and increased the compensation to \$250,000; and

WHEREAS, on July 5, 2016, the parties entered into a Second Amendment ("Second Amendment") which extended the term to June 30, 2017 and increased the compensation to \$430,000; and

WHEREAS, on March 21, 2017, the parties entered into a Third Amendment ("Third Amendment") which extended the term to December 6, 2017 and increased the compensation to \$570,000; and

WHEREAS, on November 7, 2017, the parties entered into a Fourth Amendment ("Fourth Amendment") which extended the term to July 30, 2018 and increased the compensation to \$745,000; and

WHEREAS, on March 20, 2018, the parties entered into a Fifth Amendment ("Fifth Amendment") which extended the term to July 30, 2019 and increased the compensation to \$945,000; and

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Agreement:

1. Scope of Services: Exhibit A of the Agreement (as amended) is replaced in its entirety by the Scope of Services Attached to this Sixth Amendment.
2. Term: Exhibit B of the Agreement is hereby amended to extend the term of the Agreement to July 30, 2020.



3. Compensation: Exhibit C of the Agreement is hereby amended to increase the compensation by \$225,000.00 thereby increasing the total not to exceed amount to \$1,170,000.00. Except as expressly stated herein, Exhibit C of the Agreement shall remain unchanged and in full force and effect.
4. Modification. Except as expressly set forth herein, the Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment shall continue in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment together with this Sixth Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency among this Sixth Amendment and the Fifth Amendment, Fourth Amendment, Third Amendment, Second Amendment, First Amendment and Agreement, the terms of this Sixth Amendment shall prevail. This Sixth Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

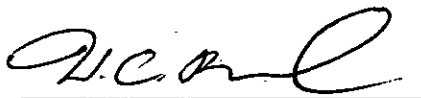
**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties have entered into this Sixth Amendment as of this 19<sup>th</sup> day of February, 2019.


CITY OF REDONDO BEACH  
A chartered municipality

KOSMONT & ASSOCIATES, INC  
a California Corporation  
dba KOSMONT COMPANIES

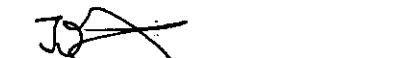
  
\_\_\_\_\_  
William C. Brand, Mayor

  
\_\_\_\_\_  
Name Larry Kosmont  
Title: CEO

APPROVED AS TO FORM:

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

APPROVED:

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

ATTEST:

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





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

### **Task 1: Continued Support on Existing Citywide Economic Development Projects**

Consultant shall provide continued support on existing projects, assistance with the evaluation of proposals related to the potential redevelopment of the AES powerplant site, redevelopment of the Redondo Beach Galleria and other projects as assigned.

### **Task 2: Refine Tax Increment Analysis, Update County EIFD Application**

Consultant shall continue to refine EIFD boundaries, parameters, and development scenarios to update tax increment projections for EIFD and prepare final Los Angeles County EIFD application to the CEO's office for consideration by the Board of Supervisors.

### **Task 3: Stakeholder Meetings, PFA Board, EIFD Formation**

Consultant shall continue to meet with EIFD property owners and stakeholders (e.g. Southern California Edison, LA County Supervisors/CEO), propose Public Financing Authority membership, and prepare documentation for EIFD formation resolution by Redondo Beach City Council and LA County Board of Supervisors.

### **Task 4: EIFD City/County Resolutions**

Consultant shall prepare final EIFD formation resolutions for City/County, attend meetings with staff to review, and publicly-noticed meetings for approval.

### **Task 5: Infrastructure Financing Plan, Fiscal Impact Analysis, Final EIFD Approval**

Upon approval of EIFD City/County resolutions, Consultant shall work with City to draft an Infrastructure Financing Plan and supporting fiscal impact analysis. Consultant shall assist legal counsel in preparation of CEQA documentation and attend public hearing for final approval of EIFD.

### **Task 6: Waterfront Real Estate Activities**

Consultant shall provide continued support on the harbor waterfront properties, including assistance with the evaluation and negotiation of proposals related to the potential redevelopment of the properties. Certain of these activities may include litigation support.

### **Task 7: Other As-Needed Services**

Consultant shall provide other as-needed real estate advisory services as requested by Client, and mutually agreed upon by Consultant.



**FIFTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
THE CITY OF REDONDO BEACH  
AND  
KOSMONT & ASSOCIATES, INC.  
DBA KOSMONT COMPANIES**

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("FIFTH Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Kosmont & Associates, Inc., a California corporation dba Kosmont Companies ("Consultant").

WHEREAS, on December 2, 2014, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 1, 2015, the parties entered into a First Amendment ("First Amendment") which extended the term to December 31, 2016 and increased the compensation to \$250,000; and

WHEREAS, on July 5, 2016, the parties entered into a Second Amendment ("Second Amendment") which extended the term to June 30, 2017 and increased the compensation to \$430,000; and

WHEREAS, on March 21, 2017, the parties entered into a Third Amendment ("Third Amendment") which extended the term to December 6, 2017 and increased the compensation to \$570,000;

WHEREAS, on November 7, 2017, the parties entered into a Fourth Amendment ("Fourth Amendment") which extended the term to July 30, 2018 and increased the compensation to \$745,000; and

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, 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 the following duties to the Scope of Services: Consultant shall assist the City with real estate advisory services related to the potential acquisition of the AES powerplant site within the City. Consultant's services shall include property due diligence, the evaluation of potential acquisition funding mechanisms, and evaluation of potential acquisition partners. As part of this task, Consultant will retain subcontractors to provide general site planning services and due diligence on physical site conditions. Consultant shall provide real estate advisory services as part of the City's consideration and review of the potential redevelopment of the Redondo



Beach Galleria. Consultant shall provide real estate advisory services as part of the City's potential efforts for enhancing Artesia Boulevard.

2. Term: Exhibit B of the Agreement is hereby amended to extend the term of the Agreement to July 30, 2019.
3. Compensation: Exhibit C of the Agreement is hereby amended to increase the compensation by \$200,000.00 thereby increasing the total not to exceed amount to \$945,000.00. Except as expressly stated herein, Exhibit C of the Agreement shall remain unchanged and in full force and effect.
4. Modification. Except as expressly set forth herein, the Agreement, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment shall continue in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment together with this Fifth Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency among this Fifth Amendment and the Fourth Amendment, Third Amendment, Second Amendment, First Amendment and Agreement, the terms of this Fifth Amendment shall prevail. This Fifth Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

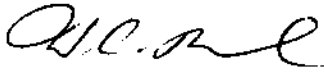
**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties have entered into this Fifth Amendment as of this 20<sup>th</sup> day of March, 2018.

CITY OF REDONDO BEACH  
A chartered municipality

KOSMONT & ASSOCIATES, INC  
a California Corporation  
dba KOSMONT COMPANIES



William C. Brand, Mayor



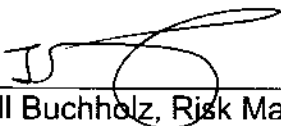
Name: Larry Kosmont  
Title: CEO

APPROVED AS TO FORM:



Michael Webb, City Attorney

APPROVED:



Jill Buchholz, Risk Manager

ATTEST:



Eleanor Manzano, City Clerk



**FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
THE CITY OF REDONDO BEACH  
AND  
KOSMONT & ASSOCIATES, INC.  
DBA KOSMONT COMPANIES**

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fourth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Kosmont & Associates, Inc., a California corporation dba Kosmont Companies ("Consultant").

WHEREAS, on December 2, 2014, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 1, 2015, the parties entered into a First Amendment ("First Amendment") which extended the term to December 31, 2016 and increased the compensation to \$250,000; and

WHEREAS, on July 5, 2016, the parties entered into a Second Amendment ("Second Amendment") which extended the term to June 30, 2017 and increased the compensation to \$430,000; and

WHEREAS, on March 21, 2017, the parties entered into a Third Amendment ("Third Amendment") which extended the term to December 6, 2017 and increased the compensation to \$570,000; and

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, 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 of the Agreement to July 30, 2018.
2. Compensation: Exhibit C of the Agreement is hereby amended to increase the compensation by \$175,000.00 thereby increasing the total not to exceed amount to \$745,000.00. Except as expressly stated herein, Exhibit C of the Agreement shall remain unchanged and in full force and effect.
3. Modification. Except as expressly set forth herein, the Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall continue in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment together with this Fourth Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency among this Fourth Amendment and the Third



Amendment, Second Amendment, First Amendment and Agreement, the terms of this Fourth Amendment shall prevail. This Fourth Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

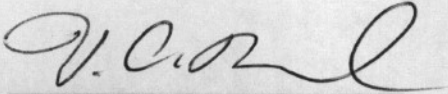
**[SIGNATURES ON FOLLOWING PAGE]**



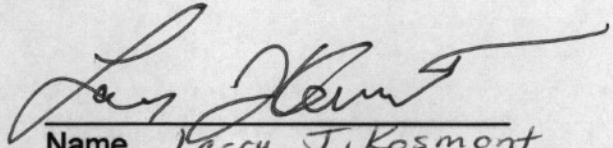
IN WITNESS WHEREOF, the parties have entered into this Fourth Amendment as of this 14<sup>th</sup> day of November, 2017.

CITY OF REDONDO BEACH  
A chartered municipality

KOSMONT & ASSOCIATES, INC  
a California Corporation  
dba KOSMONT COMPANIES

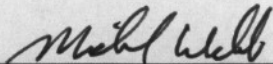


William C. Brand, Mayor



Name Larry J. Kosmont  
Title: President

APPROVED AS TO FORM:



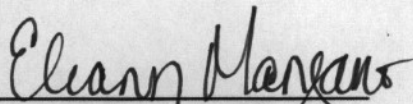
Michael Webb, City Attorney

APPROVED:



Jill Buchholz, Risk Manager

ATTEST:



Eleanor Manzano, City Clerk





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER License # 0C36891
Lyddy Martin Company
20300 Ventura Blvd. Suite 340
Woodland Hills, CA 91364
CONTACT NAME: Brett R Sternberg
PHONE (A/C, No, Ext): (310) 478-2625 317
FAX (A/C, No):
E-MAIL ADDRESS: brett@lyddymartin.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Foremost Signature Insurance Company NAIC # 41513

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.

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. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City, its officers, elected and appointed officials, employees, and volunteers are named additional insured. The insurance is primary and non-contributory
Other named insureds under the policy: Kosmont Realty Corporation

CERTIFICATE HOLDER: City of Redondo Beach, Attn: Risk 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: Brett Sternberg





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/07/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 License # 0C36891  
Lyddy Martin Company  
20300 Ventura Blvd. Suite 340  
Woodland Hills, CA 91364

CONTACT NAME: Brett R Sternberg  
PHONE (A/C. No, Ext): (310) 478-2625 317 FAX (A/C. No):  
E-MAIL ADDRESS: brett@lyddymartin.com

INSURED  
Kosmont & Associates, Inc.  
Dba: Kosmont Companies  
1601 N. Sepulveda Blvd. #382  
Manhattan Beach, CA 90266

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Foremost Signature Insurance Company	41513
INSURER B:		
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	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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PAS040846504	06/27/2018	06/27/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		PAS040846504	06/27/2018	06/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PAS040846504	06/27/2018	06/27/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City, its officers, elected and appointed officials, employees, and volunteers are named additional insured. The insurance is primary and non-contributory

Other named insureds under the policy: Kosmont Realty Corporation, DBA, Kosmont Transaction Services

### CERTIFICATE HOLDER CANCELLATION

City of Redondo Beach  
Attn: Risk Manager  
415 Diamond Street  
Redondo Beach, CA 90277

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

**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**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. 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", "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(s) at the location(s) designated above.

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

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 location 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

Acct# 1171322

DATE (MM/DD/YYYY)

10/01/2018

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

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

<b>PRODUCER</b> Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	<b>CONTACT NAME:</b> PHONE (AC, No, Ext): 888-828-8365		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Insperity, Inc. L/C/F KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Ace American Insurance Co.		22667
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES** \_\_\_\_\_ **CERTIFICATE NUMBER:** \_\_\_\_\_ **REVISION NUMBER:** \_\_\_\_\_

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$		
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$		
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$		
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	C65746645	10/01/2018	10/01/2019	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 WAIVER OF SUBROGATION IN FAVOR OF CITY OF REDONDO BEACH, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS WHEN REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF REDONDO BEACH  
 415 DIAMOND STREET  
 REDONDO BEACH, CA 90277

AUTHORIZED REPRESENTATIVE

*J. Kelly*

**Workers' Compensation and Employers' Liability Policy**

Named Insured Insperity, Inc. L/C/F KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX.77339	Endorsement Number
	Policy Number Symbol: RWC      Number: C65746645
Policy Period 10/01/2018 <b>TO</b> 10/01/2019	Effective Date of Endorsement 10/01/2018
Issued By (Name of Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1.  Specific Waiver

Name of person or organization:

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

Blanket Waiver


Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:  
VOLUNTEERS.

3. Premium:

The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium :    INCLUDED



\_\_\_\_\_  
Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured Insuperity, Inc. L/C/F KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339			Endorsement Number
Policy Symbol <b>RWC</b>	Policy Number <b>C65746645</b>	Policy Period 10/01/2018 TO 10/01/2019	Effective Date of Endorsement 10/01/2018
Issued By (Name of Insurance Company) <b>Ace American Insurance Co.</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES**

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

**SCHEDULE**

Name of Certificate Holder	E-Mail Address	Physical Address
City of Redondo Beach		415 Diamond Street Redondo Beach, CA 90277

All other terms and conditions of the Policy remain unchanged.

  
 Authorized Representative

Acct#: 1171322

ALL-32688 (01/11)

**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**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. 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", "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(s) at the location(s) designated above.

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

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 location 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.

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
THE CITY OF REDONDO BEACH  
AND  
KOSMONT & ASSOCIATES, INC. DBA KOSMONT COMPANIES**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Kosmont & Associates, Inc., a California corporation dba Kosmont Companies ("Consultant").

WHEREAS, on December 2, 2014, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 1, 2015, the parties entered into a First Amendment ("First Amendment") which extended the term to December 31, 2016 and increased the compensation to \$250,000; and

WHEREAS, on July 5, 2016, the parties entered into a Second Amendment ("Second Amendment") which extended the term to June 30, 2017 and increased the compensation to \$430,000; and

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, 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 of the Agreement to December 6, 2017.
2. Compensation: Exhibit C of the Agreement is hereby amended to increase the compensation by \$140,000.00 thereby increasing the total not to exceed amount to \$570,000.00. Except as expressly stated herein, Exhibit C of the Agreement shall remain unchanged and in full force and effect.
3. Modification. Except as expressly set forth herein, the Agreement, the First Amendment and Second Amendment shall continue in full force and effect. The Agreement, First Amendment, Second Amendment together with this Third Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency among this Third Amendment, Second Amendment, First Amendment and Agreement the terms of this Third Amendment shall prevail. This Third Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties have entered into this Third Amendment as of this 21st day of March, 2017.

CITY OF REDONDO BEACH  
A chartered municipality

KOSMONT & ASSOCIATES, INC.  
a California Corporation,  
dba KOSMONT COMPANIES

\_\_\_\_\_  
Steve Aspel, Mayor

\_\_\_\_\_  
Name  
Title:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Webb, City Attorney

APPROVED:

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

ATTEST:

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





IN WITNESS WHEREOF, the parties have entered into this Third Amendment as of this 21st day of March, 2017.

CITY OF REDONDO BEACH  
A chartered municipality

KOSMONT & ASSOCIATES, INC.  
a California Corporation,  
dba KOSMONT COMPANIES

  
\_\_\_\_\_  
Steve Aspel, Mayor

  
\_\_\_\_\_  
Name  
Title:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Webb, City Attorney

APPROVED:

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

ATTEST:

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







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2016

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

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

<b>PRODUCER</b> Rick Powell Insurance Agency, Llc 3500 West Olive Ave, Suite 300 Burbank, CA 91505 Phone (818) 861-7440 Fax (760) 804-9710		<b>CONTACT NAME:</b> Rick Powell <b>PHONE (A/C No. Ext):</b> (818) 861-7440 <b>FAX (A/C, No.):</b> (760) 804-9710 <b>E-MAIL ADDRESS:</b> rick@insurance4ca.com	
<b>INSURED</b> Kosmont & Associates, Inc. dba Kosmont Companies 1601 N Sepulveda Blvd #382 Manhattan Beach CA 90266		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> HISCOX INSURANCE COMPANY INC. <b>NAIC #</b> 10200 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	


<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYE \$ E L DISEASE - POLICY LIMIT \$
A	Errors & Omissions Coverage	Y		MPL1425837.16	03/15/2016	03/15/2017	\$2,000,000/\$2,000,000 Per Claim/Aggregate

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

City of Redondo Beach, its officers, elected and appointed officials employees and volunteers are Additional Insured as respects operations performed by the named insured, per form PLPMPL P0002 CW (06/14) attached.

<b>CERTIFICATE HOLDER</b>  City of Redondo Beach Attn: Risk Manager 415 Diamond Street Redondo Beach, CA 90277	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Administrative Report

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Council Action Date: July 5, 2016

**To: MAYOR AND CITY COUNCIL**

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

**Subject: SECOND AMENDMENT TO AGREEMENT FOR REAL ESTATE CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND KOSMONT & ASSOCIATES, INC.**

## **RECOMMENDATION**

Approve the Second Amendment to Agreement for Consulting Services between the City of Redondo Beach and Kosmont & Associates, Inc. to increase the amount of the contract by \$180,000 and extend the term to June 30, 2017 and authorize the Mayor to execute the Amendment.

## **EXECUTIVE SUMMARY**

Kosmont & Associates, Inc. has assisted the City on a variety of real estate matters in recent years. Kosmont brings over 25 years of experience in structuring public/private partnerships and economic development transactions. The firm's broad professional perspective is crucial given the scope and complexity of the ongoing economic development activities within the City.

The proposed 2<sup>nd</sup> Contract Amendment provides a continuation of these services for projects that include the waterfront revitalization, financial strategies associated with the sale and reuse of the AES site, lease negotiations with master leaseholders, various feasibility analyses, and other real property matters. The amendment increases the compensation on the existing contract by \$180,000, pursuant to the budget adopted by the City Council on June 28, 2016, to an amount not-to-exceed \$430,000. In addition, it extends the term of the contract to June 30, 2017 to better align the contract with the City's fiscal cycle.

## **BACKGROUND**

In 2007, the City initially contracted with Kosmont & Associates to explore the potential for revitalization of the City's Pier and Harbor area. Kosmont developed the Pier & Harbor Asset Management Plan in 2007 and the Harbor Enterprise Business Plan in 2010 which were adopted by the City and continue to serve as the basis for much of the waterfront revitalization underway today. In addition, Kosmont served as the City's

Page 2

advisor during the reacquisition of several large leaseholds by the City to support the waterfront revitalization and during the solicitation and selection of CenterCal as the City's private sector partner for the revitalization effort. In addition, Kosmont has provided real estate advisory services on other economic development activities within the City including transaction support for the development of the Marine Avenue hotels. In December 2014, the City executed a new contract with Kosmont that included funding for continued support of the waterfront revitalization effort, as well as funding to support other City-wide economic development activities.

The proposed 2<sup>nd</sup> Contract Amendment (attached) provides continued funding that allows Kosmont to extend their real estate advisory and financial consulting services to the City. Much of Kosmont's current work effort is focused on representing the City's financial interest in the significant and complex real estate transaction negotiations with CenterCal, which includes the preparation and review of the lease documentation necessary to complete the framework for this public-private partnership. In addition to Kosmont's work on the waterfront initiative, this contract amendment provides the funding necessary to support Kosmont's other real estate and planning efforts within the City, which includes a substantial allocation of time to evaluate the proposals for the disposition and reuse of the AES property, negotiations with master leaseholders, asset management strategies, and restructuring existing agreements to advance the financial and economic interests of the City.

The contract executed in December 2014 was for a not-to-exceed amount of \$175,000. The 1<sup>st</sup> Contract Amendment executed in December 2015 increased the value of the contract to a not-to-exceed amount of \$250,000. The proposed 2<sup>nd</sup> Contract Amendment would add \$180,000 to the value of the contract, pursuant to the budget adopted by the City Council on June 28, 2016, and extend the term of the contract to June 30, 2017 – to align with the City's fiscal year.

### **COORDINATION**

The Waterfront and Economic Development Department collaborated with the City Attorney's Office to develop the agreement. The City Attorney's Office has approved the agreement as to form.

### **FISCAL IMPACT**

The revitalization efforts at the waterfront and economic development efforts within the City have been instrumental in bringing new private sector investment to Redondo Beach and providing additional revenues to the General Fund and the Harbor Enterprise Fund. Kosmont Associates has been crucial in assisting the City in facilitating this investment and the 2<sup>nd</sup> Contract Amendment with Kosmont Associates will provide for an additional \$180,000 to continue this work. Funding for this effort will be provided via Uplands and Tidelands proceeds as follows:

Page 3

Funding:

\$90,000 Harbor Uplands Fund  
\$90,000 Harbor Tidelands Fund  
\$180,000 Total

Expenditures:

\$90,000 Kosmont & Associates, Inc.  
\$90,000 Kosmont & Associates, Inc.  
\$180,000 Total

Submitted by:

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

Approved for forwarding by:

*Office of the City Manager*

Attachments:

- Agreement for Consulting Services between the City of Redondo Beach and Kosmont & Associates, Inc.
- First Amendment to Agreement for Consulting Services between the City of Redondo Beach and Kosmont & Associates, Inc.
- Second Amendment to Agreement for Consulting Services between the City of Redondo Beach and Kosmont & Associates, Inc.

**SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
THE CITY OF REDONDO BEACH  
AND  
KOSMONT & ASSOCIATES, INC.  
DBA KOSMONT COMPANIES**

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 Kosmont & Associates, Inc., a California corporation dba Kosmont Companies ("Consultant").

WHEREAS, on December 2, 2014, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 1, 2015, the parties entered into a First Amendment ("First Amendment") which extended the term to December 31, 2016 and increased the compensation to \$250,000;

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, 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 of the Agreement to June 30, 2017.
2. Compensation: Exhibit C of the Agreement is hereby amended to increase the compensation by \$180,000.00 thereby increasing the total not to exceed amount to \$430,000.00. Except as expressly stated herein, Exhibit C of the Agreement shall remain unchanged and in full force and effect.
3. Modification. Except as expressly set forth herein, the Agreement and First Amendment shall continue in full force and effect. The Agreement, First Amendment together with this Second Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency among this Second Amendment, First Amendment and Agreement the terms of this Second Amendment shall prevail. This Second Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.


**[SIGNATURES ON FOLLOWING PAGE]**

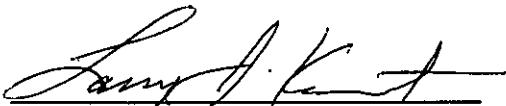


IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of this 5th day of July, 2016.

CITY OF REDONDO BEACH  
A chartered municipality

KOSMONT & ASSOCIATES, INC.  
a California Corporation,  
dba KOSMONT COMPANIES


  
\_\_\_\_\_  
Steve Aspel, Mayor

  
\_\_\_\_\_  
Name LARRY J. KOSMONT  
Title: PRESIDENT & CEO

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Webb, City Attorney

APPROVED:

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

ATTEST:

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







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/22/2016

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

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


<b>PRODUCER License # 0C36891</b> <b>Lyddy Martin Company</b> 20300 Ventura Blvd. Suite 340 Woodland Hills, CA 91364	<b>CONTACT NAME:</b> Brett R Sternberg	
	<b>PHONE (A/C, No, Ext):</b> (310) 478-2625 317	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> brett@lyddymartin.com		
<b>INSURED</b>  <b>Kosmont &amp; Associates, Inc.</b> <b>Db: Kosmont Companies</b> 1601 N. Sepulveda Blvd. #382 Manhattan Beach, CA 90266	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Foremost Signature Insurance Company	<b>NAIC #</b> 41513
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	PAS040846504	06/27/2016	06/27/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	PAS040846504	06/27/2016	06/27/2017	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 DED \$      RETENTION \$		PAS040846504	06/27/2016	06/27/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City, its officers, elected and appointed officials, employees, and volunteers are named additional insured. The insurance is primary and non-contributory

<b>CERTIFICATE HOLDER</b>  City of Redondo Beach Attn: Risk Manager 415 Diamond Street Redondo Beach, CA 90277	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

Acct# 1171322

DATE (MM/DD/YYYY)  
09/11/2015

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

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

<b>PRODUCER</b> Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	<b>CONTACT NAME:</b> 888-828-8365	
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> Inasperity, Inc. L/C/F KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> Ace American Insurance Co	22667
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Par person) \$ BODILY INJURY (Par accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			C48647169	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF REDONDO BEACH  
 ATTN: RISK MANAGER  
 415 DIAMOND STREET  
 REDONDO BEACH, CA 90277

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

AUTHORIZED REPRESENTATIVE

**Workers' Compensation and Employers' Liability Policy**

Named Insured <b>Insperty, Inc. KOSMONT &amp; ASSOCIATES, INC</b> 19001 Crescent Springs Drive Kingwood, TX 77339			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
RWC	C48647169	10/01/2015 TO 10/01/2016	10/01/2015
Issued By (Name of Insurance Company) <b>Ace American Insurance Co.</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES**

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

**SCHEDULE**

Name of Certificate Holder	E-Mail Address	Physical Address
CITY OF REDONDO BEACH		415 DIAMOND STREET REDONDO BEACH, CA 90277

All other terms and conditions of the Policy remain unchanged

  
 Authorized Representative

Acct#: 1171322



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2016

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.

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<b>PRODUCER</b> Rick Powell Insurance Agency, Llc 3500 West Olive Ave, Suite 300 Burbank, CA 91505 Phone (818) 861-7440 Fax (760) 804-9710	<b>CONTACT NAME:</b> Rick Powell <b>PHONE (A/C, No., Ext):</b> (818) 861-7440 <b>FAX (A/C, No.):</b> (760) 804-9710 <b>E-MAIL ADDRESS:</b> rick@insurance4ca.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>HISCOX INSURANCE COMPANY INC.</td> <td>10200</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	HISCOX INSURANCE COMPANY INC.	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
<b>INSURED</b> Kosmont & Associates, Inc. dba Kosmont Companies 1601 N Sepulveda Blvd #382 Manhattan Beach CA 90266																					

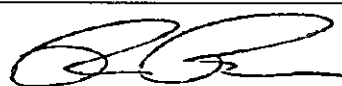
<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Errors & Omissions Coverage	Y		MPL1425837.16	03/15/2016	03/15/2017	\$2,000,000/\$2,000,000 Per Claim/Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

City of Redondo Beach, its officers, elected and appointed officials employees and volunteers are Additional Insured as respects operations performed by the named insured, per form PLPMPPL P0002 CW (06/14) attached.

<b>CERTIFICATE HOLDER</b> City of Redondo Beach Attn: Risk Manager 415 Diamond Street Redondo Beach, CA 90277	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Consultants Professional Liability Coverage Part

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### I. What is covered

We will pay up to the **coverage part limit** for **damages and claim expenses** in excess of the **retention** for covered **claims** against **you** alleging a negligent act, error, or omission in **your consulting services** performed on or after the **retroactive date**, including but not limited to

1. breach of any duty of care,
2. negligent misstatement or negligent misrepresentation, or
3. **personal and advertising injury**,

provided the **claim** is first made against **you** during the **policy period** and is reported to **us** in accordance with Section V Your obligations.

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### II. Coverage enhancements

We will also make the following payments:

Bodily injury/property damage sublimit

A. We will pay **damages and claim expenses** up to the limit stated in the Declarations for any **claim** against **you** for **bodily injury** and/or **property damage**, provided the **claim** is first made against **you** during the **policy period**, it directly results from **your consulting services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

**You** must pay the **retention** stated in the Declarations in connection with any payment **we** make under this subsection A, and any payments **we** make will be a part of, and not in addition to, the **coverage part limit**.

Defense of licensing proceedings

B. We will pay up to the limit stated in the Declarations for the reasonable and necessary fees, costs, and expenses incurred with **our** prior consent in the investigation, defense, or appeal of any state, federal, or other licensing board inquiry or proceeding concerning **your** eligibility or license to engage in **your consulting services**, provided **you** first receive notice of such inquiry or proceeding during the **policy period**, it relates to **your consulting services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

No **retention** will apply to amounts **we** pay under this subsection B, and such amounts will be in addition to, and not part of, the **coverage part limit**.

Subpoena assistance

C. We will pay up to the limit stated in the Declarations for the reasonable and necessary fees, costs, and expenses incurred with **our** prior consent to respond to a subpoena arising from the performance of **your consulting services**, provided **you** first receive notice of such subpoena during the **policy period**, it relates to **your consulting services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

No **retention** will apply to amounts **we** pay under this subsection C, and such amounts will be in addition to, and not part of, the **coverage part limit**.

Supplemental payments

D. We will pay reasonable expenses, including loss of wages and a \$250 travel per diem, incurred by **you** if **we** require **you** to attend depositions, arbitration proceedings, or trials in connection with the defense of a covered **claim**, but **we** will not pay more than an aggregate of \$10,000 per **claim** for such expenses, regardless of the number of **insureds**.

No **retention** will apply to amounts **we** pay under this subsection D, and such amounts will be in addition to, and not part of, the **coverage part limit**.

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### III. Who is an insured

For purposes of this Coverage Part, **you, your, or insured** means a **named insured, subsidiary, employee, independent contractor, joint venture, or additional insured**, as defined below:

**Named insured**

means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.

## Consultants Professional Liability Coverage Part

<b>Subsidiary</b>	means any entity of which the <b>named insured</b> has majority ownership before or during the <b>policy period</b> .
<b>Employee</b>	means any past, present, or future: <ol style="list-style-type: none"><li>1. person employed by the <b>named insured</b> or <b>subsidiary</b> as a permanent, part-time, seasonal, leased, or temporary employee, or any volunteer, or</li><li>2. partner, director, officer, or board member (or equivalent position) of the <b>named insured</b> or <b>subsidiary</b>,</li></ol> but only while in the course of their performance of <b>consulting services</b> on behalf of or at the direction of such <b>named insured</b> or <b>subsidiary</b>
<b>Independent contractor</b>	means any person or entity contracted by the <b>named insured</b> or <b>subsidiary</b> to perform the same <b>consulting services</b> as the <b>named insured</b> or <b>subsidiary</b> , but only while in the course of their performance of <b>consulting services</b> on behalf of or at the direction of the <b>named insured</b> or <b>subsidiary</b> .
<b>Joint venture</b>	means a business enterprise in which the <b>named insured</b> or <b>subsidiary</b> participates pursuant to a written agreement, but only for: <ol style="list-style-type: none"><li>1. <b>consulting services</b> performed by the <b>named insured</b> or <b>subsidiary</b>, and</li><li>2. the same percentage of covered <b>damages</b> and <b>claim expenses</b> as the percentage of the <b>named insured's</b> or <b>subsidiary's</b> participation in the joint venture</li></ol>
<b>Additional insured</b>	<p>(means any person or organization you have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, provided the contract or agreement:</p> <ol style="list-style-type: none"><li>1. is currently in effect or becomes effective during the <b>policy period</b>; and</li><li>2. was executed before the <b>consulting services</b> out of which the <b>claim</b> arises were performed.)<p>(Coverage is available for <b>additional insureds</b> solely for their liability arising out of <b>your</b> negligence or of those acting on <b>your</b> behalf and not for any liability arising out of the sole negligence of the <b>additional insured</b>.)</p></li></ol>

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### IV. Defense and settlement of claims

<b>Defense</b>	<p><b>We</b> have the right and duty to defend any covered <b>claim</b>, even if such <b>claim</b> is groundless, false, or fraudulent</p> <p><b>We</b> have the right to select and appoint counsel to defend <b>you</b> against a covered <b>claim</b>. <b>You</b> may request in writing that <b>we</b> appoint defense counsel of <b>your</b> own choice, but whether to grant or deny such a request will be at <b>our</b> sole discretion</p>
<b>Settlement</b>	<p><b>We</b> have the right to solicit and negotiate settlement of any <b>claim</b> but will not enter into a settlement without <b>your</b> consent, which <b>you</b> agree not to withhold unreasonably. If <b>you</b> withhold consent to a settlement recommended by <b>us</b> and acceptable to the party who made the <b>claim</b>, the most <b>we</b> will pay for that <b>claim</b> is the sum of:</p> <ol style="list-style-type: none"><li>1. the amount of <b>our</b> recommended settlement;</li><li>2. <b>claim expenses</b> incurred up to the date of <b>our</b> recommendation;</li><li>3. 50% of all <b>claim expenses</b> incurred after <b>our</b> recommendation; and</li><li>4. 50% of all <b>damages</b> in excess of the settlement amount recommended by <b>us</b></li></ol>



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# Administrative Report

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Council Action Date: December 1, 2015

**To: MAYOR AND CITY COUNCIL**

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

**Subject: FIRST AMENDMENT TO THE AGREEMENT FOR REAL ESTATE CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND KOSMONT & ASSOCIATES, INC.**

**AGREEMENT FOR FINANCIAL ADVISORY SERVICES BETWEEN THE CITY OF REDONDO BEACH AND KOSMONT TRANSACTION SERVICES**

## **RECOMMENDATION**

Approve the First Amendment to the Agreement for Consulting Services between the City of Redondo Beach and Kosmont & Associates, Inc. to increase the amount of the contract to \$250,000 and extend the term to December 31, 2016 and authorize the Mayor to execute the Amendment.

Approve an Agreement for Consulting Services between the City of Redondo Beach and Kosmont Transaction Services for financial advisory services.

## **EXECUTIVE SUMMARY**

Real estate consultant Kosmont & Associates, Inc. has assisted the City on a variety of real estate matters in recent years. The attached contract amendment provides a continuation of these services for projects that include the waterfront revitalization, financial strategies associated with the disposition and reuse of the AES site, lease negotiations, analyses associated with restructuring agreements to improve the City's financial position, and other real property matters. The amendment increases the compensation on the existing contract by \$75,000 from \$175,000 to an amount not to exceed \$250,000. In addition, it extends the term of the contract to December 31, 2016. Kosmont brings over 25 years of experience in public / private and economic development transactions. The firm's broad professional perspective is crucial given the scope and complexity of the ongoing economic development activities occurring within the City.

In addition to the Amendment to the base contract with Kosmont and Associates, a new contract is attached for financial advisory services with Kosmont Transaction Services ("KTS") to assist the City in the analysis of various public financing options and

Agreement for Financial Advisory Services Between  
the City of Redondo Beach and Kosmont Transaction Services

Page 2

strategies associated with the provision of public infrastructure projects. The existing contract with Kosmont and Associates requires the creation of a separate contract and approval by the City Council for this scope of work. In addition, as a registered "Municipal Advisor" with the SEC and MSRB, Kosmont is required to contract separately for any work that may be deemed financial advisory services. This contract is set at a not to exceed value of \$35,000 and the term of the agreement runs through December 31, 2016.

The cost of the contract amendment and the contract with KTS, a total of \$110,000, will be funded by the Harbor Uplands and Tidelands Funds.

**BACKGROUND**

In 2007, the City entered into a contract with Kosmont & Associates to explore the potential for revitalization of the City's Pier and Harbor area. Kosmont developed the Pier & Harbor Asset Management Plan and the Harbor Enterprise Business Plan which continue to serve as the basis for much of the waterfront revitalization underway today. Kosmont's experience and expertise has also been crucial to support property acquisitions, lease negotiations, and in setting broader strategies for City-wide economic development efforts.

With regard to the Waterfront, many years of hard work and significant City resources have been dedicated to advancing the revitalization effort. One of the primary focuses of this work has been the pier area through a private sector partnership with CenterCal Properties. With the recent release of the Waterfront EIR, the upcoming work effort will focus on the significant and complex real estate transaction work necessary to develop the framework for this public-private partnership. While much of Kosmont's work will be dedicated to the Waterfront project, including lease documentation and infrastructure and entitlement planning, this contract amendment provides the funding necessary to support other real estate and planning efforts within the City, including the strategies associated with disposition and reuse of the AES property, negotiations with master leaseholders, asset management, and restructuring existing agreements to advance the financial and economic interests of the City.

The initial contract approved in December 2014 was for a not to exceed amount of \$175,000 and expires on December 1, 2015. To date, approximately \$85,000 of the contract has been expended, leaving a balance of approximately \$90,000. The proposed contract amendment would add \$75,000 to the value of the contract, for a not to exceed amount of \$250,000 – which would increase the remaining balance of the contract to \$165,000. In addition, the contract amendment would extend the term of the contract to December 31, 2016.



Agreement for Financial Advisory Services Between  
the City of Redondo Beach and Kosmont Transaction Services

Page 3

When the City Council approved the Kosmont Contract in December 2014, a provision was included in the contract to address work related to financial advisory services. Based on concerns expressed by the City Council, at the time, that provision requires specific authorization from the City Council before a Kosmont & Associates related entity could perform any financial advisory services for the City.

Consequently, a separate contract has been prepared with Kosmont Transaction Services ("KTS") for Financial Advisory services. This contract will allow KTS to collaborate with KNN, the financial advisor recently selected by the City, on collateral financial advice as redevelopment efforts shift to the resolution of tax-exempt and/or taxable bond financing for various waterfront and infrastructure improvements. This work may include:

- Advising the City on financial evaluations completed to date and proposed transaction terms;
- Assisting the City with the evaluation and structuring of potential financing structures;
- Assisting the City with evaluation of various financing districts including but not limited to Enhanced Infrastructure Financing Districts (EIFDs), parking and tourism districts, and other such potential financing alternatives to fund public infrastructure and amenities as may be appropriate;
- Assisting the City with the preparation of credit rating packages and participating in meetings with rating agencies;
- Advising on the attainability and/or desirability of credit enhancements, such as bond insurance, letters of credit, etc.;
- Reviewing the text of official statements and disclosure documents for proposed financing(s); and
- Participating in public meetings to discuss the financing process and potential issuance of debt.

The contract with KTS is for a not to exceed amount of \$35,000 and has a term that lasts until December 31, 2016.

Agreement for Financial Advisory Services Between  
the City of Redondo Beach and Kosmont Transaction Services

Page 4

**COORDINATION**

The Waterfront and Economic Development Department collaborated with the City Attorney's Office to develop the agreement. The City Attorney's Office has approved the agreement as to form.

**FISCAL IMPACT**

The revitalization efforts at the waterfront and economic development efforts within the City have been instrumental in bringing new private sector investment to Redondo Beach. Kosmont Companies has been crucial in assisting the City in facilitating this investment and the contract amendment with Kosmont Associates and contract with KTS – a Kosmont affiliate - will provide for an additional \$110,000 to continue this work. Funding for this effort will be provided via Uplands and Tidelands proceeds as follows:

Funding	Expenditures
Contract Amendment w/Kosmont Associates	
\$37,500 Harbor Uplands Fund	\$37,500 Kosmont & Associates, Inc.
<u>\$37,500 Harbor Tidelands Fund</u>	<u>\$37,500 Kosmont &amp; Associates, Inc.</u>
\$75,000 Total	\$75,000 Total
Contract with Kosmont Transaction Services	
\$17,500 Harbor Uplands Fund	\$17,500 Kosmont Transaction Services
<u>\$17,500 Harbor Tidelands Fund</u>	<u>\$17,500 Kosmont Transaction Services</u>
\$35,000 Total	\$35,000 Total

Submitted by: *Stephen Proud, Waterfront and Economic Development Director*  
Approved for forwarding by: *Joe Hoefgen, City Manager*

Attachments:

- Agreement for Consulting Services between the City of Redondo Beach and Kosmont & Associates, Inc.
- First Amendment to Agreement for Consulting Services between the City of Redondo Beach and Kosmont & Associates, Inc.
- Agreement for Consulting Services between the City of Redondo Beach and Kosmont Transaction Services

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
THE CITY OF REDONDO BEACH  
AND  
KOSMONT & ASSOCIATES, INC.  
DBA KOSMONT COMPANIES**

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 Kosmont & Associates, Inc., a California corporation dba Kosmont Companies ("Consultant").

WHEREAS, on December 2, 2014, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, 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 of the Agreement to December 31, 2016.
2. Compensation: Exhibit C of the Agreement is hereby amended to increase the compensation by \$75,000.00 thereby increasing the total not to exceed amount to \$250,000.00. Except as expressly stated herein, Exhibit C of the Agreement shall remain unchanged and in full force and effect.
3. Modification. Except as expressly set forth herein, the Agreement shall continue in full force and effect. The Agreement together with this First Amendment constitutes the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this First Amendment and Agreement the terms of this First Amendment shall prevail. This First Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

**[SIGNATURES ON FOLLOWING PAGE]**




IN WITNESS WHEREOF, the parties have entered into this First Amendment as of this 1st day of December, 2015.

CITY OF REDONDO BEACH  
A chartered municipality

KOSMONT & ASSOCIATES, INC.  
a California Corporation,  
dba KOSMONT COMPANIES

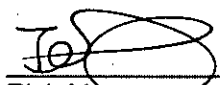
  
\_\_\_\_\_  
Steve Aspel, Mayor

  
\_\_\_\_\_  
Name: Larry J. Kosmont  
Title: President & CEO

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Webb, City Attorney

APPROVED:

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

ATTEST:

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





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# Administrative Report

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Council Action Date: December 2, 2014

**To: MAYOR AND CITY COUNCIL**

**From: PETE CARMICHAEL, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR**

**Subject: AGREEMENT FOR REAL ESTATE CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND KOSMONT & ASSOCIATES, INC.**

## **RECOMMENDATION**

Approve the Agreement for Consulting Services between the City of Redondo Beach and Kosmont & Associates, Inc. in the amount of \$175,000 and authorize the Mayor to execute the Agreement.

## **EXECUTIVE SUMMARY**

Real estate consultant Kosmont & Associates, Inc. has assisted the City on a variety of real estate matters in recent years. The attached contract provides a continuation of these services related to the Waterfront Revitalization and other real property matters in an amount not to exceed \$175,000. Kosmont brings over 25 years of experience in public / private and economic development transactions. The firm's broad professional perspective is crucial given the scope and complexity of the ongoing economic development activities in the City.

The cost of the new contract will be funded in part (\$125,000) by the Reimbursement Agreement with CenterCal Properties for work related to the Waterfront Project and in part (\$50,000) by the Harbor Uplands and Tidelands Fund for other advisory services not related to the Waterfront project. The contract also contains a provision requiring specific preauthorization by the City Council for any work related to brokerage or financial advisory services, beyond the scope of the hourly consulting agreement contained here.

## **BACKGROUND**

In 2007, the City entered into a contract with Kosmont & Associates to explore the potential for revitalization of the City's Pier and Harbor area. Kosmont developed the Pier & Harbor Asset Management Plan, providing strategies for stewardship of the City's waterfront real property assets. The plan, along with the subsequent Harbor Enterprise Business Plan and strategic direction from the City Council, serves as the basis for much of the revitalization underway today. Kosmont's experience and

expertise has also been crucial during recent lease negotiations and in setting broader economic development strategy. Kosmont brings broad expertise including economic development, strategic planning, financial analysis, and Redevelopment.

Based on the City's Strategic Plan, many years of hard work and significant City resources have been dedicated to advancing Waterfront Revitalization. One of the primary focuses of this work has been the revitalization of the pier area through a private sector partnership with CenterCal Properties. The next year will be a critical period with significant and complex revitalization and real estate transaction planning work ongoing in the City. The majority of Kosmont's work will be dedicated to the Waterfront project, including lease documentation and infrastructure and entitlement planning. Kosmont, with broad experience in public / private transactions and a deep understanding of the City's waterfront history, is uniquely positioned to assist with the diverse tasks involved in this process.

CenterCal Properties will reimburse \$125,000 of the \$175,000 contract amount for work related to the Waterfront Project funded through a Reimbursement Agreement previously approved by the City Council on October 21. The City has employed and will continue to employ other consultants to serve in an advisory capacity on this project as well, including an ongoing AECOM market study to be presented to the City Council after the first of the year and a separate financial advisor, expected to be engaged early next year.

In addition to work tied to the Waterfront project; Kosmont will assist the City on other asset management and economic development activities in the waterfront on an as needed basis. Waterfront asset management activities include leasing transactions and ground lease extensions as well as other other real estate transaction planning and documentation throughout the Harbor Enterprise, unrelated to the Waterfront project. Thus, \$50,000 of the \$175,000 is for this general economic development and asset management work and will be funded through the approved FY 2014/15 budget for contracts and professional services from the Harbor Uplands and Tidelands Funds, rather than the Reimbursement Agreement. In addition to the contract amount of \$175,000, the contract also provides for the payment of costs for Kosmont's hourly billing since expiration of the previous contract in early August. This cost is \$19,497.40, \$18,708.30 of which will funded through the Reimbursement Agreement with CenterCal Properties and \$789.10 of which will be funded through the Uplands and Tidelands budget for contracts and professional services.

An additional provision has been included in the contract to address work related to commission-based financial advisory services. Based on concerns expressed by the City Council, the new provision requires specific pre-authorization from the City Council before a Kosmont & Associates related entity could perform any commission-based brokerage or financial advisory services for the City.

### COORDINATION

The Waterfront and Economic Development Department collaborated with the City Attorney's Office to develop the agreement. The City Attorney's Office has approved the agreement as to form.

### FISCAL IMPACT

The revitalization efforts at the Waterfront have been instrumental in bringing new private sector investment. Over \$50 million in new investment will be in place or under construction by 2015 with an additional \$250 to \$350 million possible through the proposed Waterfront Project.

Kosmont Companies has been crucial in assisting the City in facilitating this investment and this contract will provide for an additional \$175,000 to continue this work. \$125,000 of the \$175,000 will be funded through the Reimbursement Agreement with CenterCal Properties. This \$125,000 represents the remaining available money within the real estate advisory services budget line item in the Reimbursement Agreement. That budget was increased from \$100,000 to \$400,000 through the amendment approved by the City Council on October 21<sup>st</sup>. \$50,000 of the \$175,000 contract amount will be funded through the approved FY 14/15 Uplands and Tidelands budget for Contract and Professional Services.

Additionally, the contract provides for the payment of Kosmont's hourly billing since expiration of the previous contract, on August 5<sup>th</sup>, in the amount of \$19,947. The majority of this work was related to the Waterfront project (\$18,708.30) and will be paid for out of the Reimbursement Agreement with CenterCal Properties.

#### Funding

##### *Hourly Billing since Aug. 5th*

\$18,708.30	Reimbursement Agmt.
\$ 394.55	Harbor Uplands
<u>\$ 394.55</u>	Harbor Tidelands
\$19,497.40	Total

#### Expenditures

\$18,708.30	Kosmont & Associates, Inc.
\$ 394.55	Kosmont & Associates, Inc.
\$ 394.55	Kosmont & Associates, Inc.
\$19,487.40	Total

##### *Total Contract Amount*

\$125,000	Reimbursement Agmt.
\$ 25,000	Harbor Uplands Fund
<u>\$ 25,000</u>	Harbor Tidelands Fund
\$175,000	Total

\$125,000	Kosmont & Associates, Inc.
\$ 25,000	Kosmont & Associates, Inc.
<u>\$ 25,000</u>	Kosmont & Associates, Inc.
\$175,000	Total

Submitted by:

*Pete Carmichael*  
*Waterfront and Economic Development*  
*Director*

Approved for forwarding by:

*Office of the City Manager*

Attachments:

- Agreement for Consulting Services between the City of Redondo Beach and Kosmont & Associates, Inc.



**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND KOSMONT & ASSOCIATES, INC. DBA KOSMONT COMPANIES**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and KOSMONT & ASSOCIATES, INC., a California Corporation ("Consultant" or "Contractor") DBA KOSMONT COMPANIES.

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".

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**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the 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 reports, calculations, data, 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. Said reports, calculations, data, 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.
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 agreed to by both parties and a written agreement shall be executed and approved by the City Council.
8. 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.

9. 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.
10. 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, computations, or other data, whether complete or not.

Consultant may terminate this Agreement by providing written notice to City at least thirty (30) calendar days in advance of date of termination. Compensation to Consultant in such event shall be determined by City in accordance with the services completed by Consultant and in conformity with Exhibit C of this Agreement.

11. 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.



12. 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.
13. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, successors, and assigns (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, 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 resulting from any act, failure to act, error or omission of Consultant or any of its officers, agents, attorneys, servants, employees, Subcontractors, or any of their officers, agents, servants or employees, arising out of, this Agreement including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Consultant shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was cause in part or contributed to by an Indemnitees except for Claims which were caused by the sole negligence or willful misconduct of Indemnitees.
- b. 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. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.



- c. 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, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Consultant regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.
  - d. Survival. The provisions of this Section 14 shall survive the term and termination of this Agreement, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Consultant shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.
14. 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.

Notwithstanding the foregoing, California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Consultant 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 under take 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."

- 15. 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.
- 16. 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.
- 17. 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.

18. 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.
19. 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.
20. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties and approved by the City Council.
21. 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.
22. 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.
23. 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.

24. Time of Essence. Time is of the essence of this Agreement.
25. 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.
26. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.

34. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*




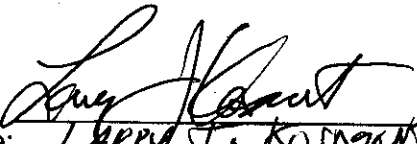


IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 2nd day of December, 2014.

CITY OF REDONDO BEACH

KOSMONT & ASSOCIATES, INC. DBA  
KOSMONT COMPANIES

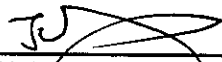
  
\_\_\_\_\_  
Steve Aspel, Mayor

By:   
Name: LARRY J. KOSMONT  
Title: PRESIDENT

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Webb, City Attorney



## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Consultant to provide economic development and real estate advisory services to the City regarding a variety of projects on an as needed basis, including but not limited to;

- Support for the negotiation, structuring, and drafting of multiple long term ground leases
- Assistance with the development and structuring of infrastructure and other public investment
- Property valuation and due diligence support
- CEQA process support related to economic and public benefit analysis

Consultant, nor any of its' related entities, shall provide any other services including but not limited to, real estate or financial brokerage services or any other commission-based services to the City without a written agreement executed by both parties and approved by the City Council. Related entities include Kosmont Realty Corporation. Exempt from this provision is the City's agreement with Kosmont Realty Corporation (contract no. C-1406-076) which has already been approved by City Council and wherein escrow has already closed.



**EXHIBIT "B"**

**SCHEDULE FOR COMPLETION**

Term. This Agreement shall commence on December 2, 2014 and shall continue until December 1, 2015, unless otherwise terminated as provided herein.



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

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

1. Amount. See attached fee schedule for rates and reimbursable expenses. In no event shall the total cost under this Agreement exceed \$175,000.

Consultant provided services to the City from the period commencing on August 6, 2014 and ending on the commencement date of this Agreement in the amount of \$19,497.40. City shall pay for such services subject to the terms of this Agreement. The amount of \$19,497.40 is not included in the above not to exceed amount of \$175,000.

Reimbursable expenses shall include Consultant's travel and mileage; professional printing and delivery charges for messenger and overnight packages. These expenses shall be billed at cost. Copies of receipts shall be provided with the invoices.

2. 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.

3. Schedule for Payment. Monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that payments by City shall not exceed \$175,000.

4. Consultant Address for Notice. Kosmont & Associates, Inc.  
865 South Figueroa Street  
35<sup>th</sup> Floor  
Los Angeles, CA 90017



## 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 are 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 are 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 is 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 are 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)  
1/9/2015

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 # OC36891 Lyddy Martin Company 2034 Cotner Avenue 3rd Floor Los Angeles, CA 90025	CONTACT NAME: <b>Brett R Sternberg</b>		
	PHONE (A/C, No, Ext): <b>(800) 520-1040</b>	FAX (A/C, No): <b>(310) 473-5484</b>	
	E-MAIL ADDRESS: <b>brett@lyddymartin.com</b>		
INSURED  <b>Kosmont &amp; Associates, Inc. Dbas: Kosmont Companies 865 South Figueroa Street, 35Th Floor Los Angeles, CA 90017</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Zurich American Insurance Company of Illinois</b>		<b>27855</b>
	INSURER B :		
	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	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:	X		PAS040846504	06/27/2014	06/27/2015	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>Excluded</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMPI/OP AGG \$ <b>2,000,000</b>
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	X		PAS040846504	06/27/2014	06/27/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> 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 RETENTION \$			PAS040846504	06/27/2014	06/27/2015	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>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	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City, its officers, elected and appointed officials, employees, and volunteers are named additional insured. The insurance is primary and non-contributory

<b>CERTIFICATE HOLDER</b>  City of Redondo Beach Attn: Risk Manager 415 Diamond Street Redondo Beach, CA 90277	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Brett Sternberg</i>
---	--



**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**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. 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", "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(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- 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 location 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.



## Workers' Compensation and Employers' Liability Policy

Named Insured <b>Insperty, Inc. KOSMONT &amp; ASSOCIATES, INC.</b> 19001 Crescent Springs Drive Kingwood, TX 77339			Endorsement Number
Policy Symbol RWC	Policy Number C48183773	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement 1/08/2015
Issued By (Name of Insurance Company) Ace American Insurance Co.			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

#### SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
CITY OF REDONDO BEACH		415 DIAMOND STREET REDONDO BEACH, CA 90277

All other terms and conditions of the Policy remain unchanged.

Michelle Kopf

\_\_\_\_\_  
Authorized Representative

RECEIVED APR - 3 2014

→ ceterk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/26/14

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

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

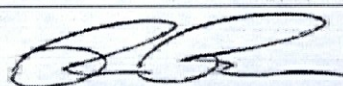
<b>PRODUCER</b> Rick Powell Insurance Agency, LLC 3500 West Olive Ave, Suite 300 Burbank, CA 91505 Phone (818) 861-7440 Fax (760) 804-9710		<b>CONTACT NAME:</b> Rick Powell <b>PHONE (A/C, No, Ext):</b> (818) 861-7440- <b>E-MAIL ADDRESS:</b> Rick@Insurance4CA.com <b>PRODUCER CUSTOMER ID #:</b>		<b>FAX (A/C, No):</b> (760) 804-9710	
<b>INSURED</b> Kosmont & Associates, Inc. dba Kosmont Companies 865 S Figueroa St Ste 3500 Los Angeles, CA 90017		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A :</b> Westchester Surplus Lines Insurance Co.			
		<b>INSURER B :</b>			
		<b>INSURER C :</b>			
		<b>INSURER D :</b>			
		<b>INSURER E :</b>			
		<b>INSURER F :</b>			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Errors & Omissions Coverage	Y		G2419310A-004 \$10,000. Deductible	03/15/2014	03/15/2015	\$2,000,000/\$2,000,000 Per Claim/Aggregate	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 City of Redondo Beach, its officers, elected and appointed officials employees and volunteers are Additional Insured as respects operations performed by the named insured, per form PF-19806 (02/06) attached

<b>CERTIFICATE HOLDER</b>  City of Redondo Beach Attn: Harbor Facilities Manager 415 Diamond Street Redondo Beach, CA 90277 Holly.Short@redondo.org	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1171322

DATE (MM/DD/YYYY)

10/01/2017

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

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

<b>PRODUCER</b> Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	<b>CONTACT NAME:</b> 888-828-8365
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> Ace American Insurance Co.	<b>NAIC #</b> 22667
<b>INSURER B :</b> _____	
<b>INSURER C :</b> _____	
<b>INSURER D :</b> _____	
<b>INSURER E :</b> _____	
<b>INSURER F :</b> _____	

**INSURED**  
 Insperity, Inc. L/C/F  
 KOSMONT & ASSOCIATES, INC.  
 19001 Crescent Springs Drive  
 Kingwood, TX 77339

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	C64742280	10/01/2017	10/01/2018	X 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

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

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF REDONDO BEACH  
 ATTN: RISK MANAGER  
 415 DIAMOND STREET  
 REDONDO BEACH, CA 90277

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

**Workers' Compensation and Employers' Liability Policy**

Named Insured Insperity, Inc. L/C/F KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339			Endorsement Number
Policy Symbol RWC	Policy Number C64742280	Policy Period 10/01/2017 TO 10/01/2018	Effective Date of Endorsement 10/01/2017
Issued By (Name of Insurance Company) <b>Ace American Insurance Co.</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

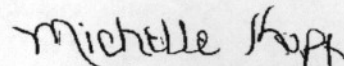
**NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES**

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

**SCHEDULE**

Name of Certificate Holder	E-Mail Address	Physical Address
CITY OF REDONDO BEACH		415 DIAMOND STREET REDONDO BEACH, CA 90277

All other terms and conditions of the Policy remain unchanged.

  
 Authorized Representative

Acct#: 1171322

ALL-32688 (01/11)



# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1171322

DATE (MM/DD/YYYY)

10/01/2018

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

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

<b>PRODUCER</b> Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 888-828-8365		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Insperty, Inc. L/C/F <b>KOSMONT &amp; ASSOCIATES, INC.</b> 19001 Crescent Springs Drive Kingwood, TX 77339	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Ace American Insurance Co.		22667
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	C65746645	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 WAIVER OF SUBROGATION IN FAVOR OF CITY OF REDONDO BEACH, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS WHEN REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****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.

CITY OF REDONDO BEACH  
 415 DIAMOND STREET  
 REDONDO BEACH, CA 90277

AUTHORIZED REPRESENTATIVE

**Workers' Compensation and Employers' Liability Policy**

Named Insured Insperity, Inc. L/C/F KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339	Endorsement Number
	Policy Number Symbol: RWC      Number: C65746645
Policy Period 10/01/2018 <b>TO</b> 10/01/2019	Effective Date of Endorsement 10/01/2018
Issued By (Name of Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. ( X ) Specific Waiver  
Name of person or organization:  
City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
  
( ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:  
VOLUNTEERS.
3. Premium:  
The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium :    INCLUDED



\_\_\_\_\_  
Authorized Representative



**Workers' Compensation and Employers' Liability Policy**

Named Insured Insperty, Inc. L/C/F KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339			Endorsement Number
Policy Symbol <b>RWC</b>	Policy Number <b>C65746645</b>	Policy Period 10/01/2018 TO 10/01/2019	Effective Date of Endorsement 10/01/2018
Issued By (Name of Insurance Company) <b>Ace American Insurance Co.</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES**

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

**SCHEDULE**

Name of Certificate Holder	E-Mail Address	Physical Address
City of Redondo Beach		415 Diamond Street Redondo Beach, CA 90277

All other terms and conditions of the Policy remain unchanged.

  
 Authorized Representative

Acct#: 1171322

ALL-32688 (01/11)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**06/07/2018**

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

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).**

<p><b>PRODUCER License # 0C36891</b>  <b>Lyddy Martin Company</b>          20300 Ventura Blvd. Suite 340          Woodland Hills, CA 91364</p>	<p><b>CONTACT NAME: Brett R Sternberg</b></p> <p>PHONE (A/C, No, Ext): <b>(310) 478-2625 317</b> FAX (A/C, No):</p> <p>E-MAIL ADDRESS: <b>brett@lyddymartin.com</b></p>
<p><b>INSURED</b>   <b>Kosmont &amp; Associates, Inc.</b>  <b>DBa: Kosmont Companies</b>          1601 N. Sepulveda Blvd. #382          Manhattan Beach, CA 90266</p>	<p style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></p> <p>INSURER A: <b>Foremost Signature Insurance Company</b>      NAIC # <b>41513</b></p> <p>INSURER B : _____</p> <p>INSURER C : _____</p> <p>INSURER D : _____</p> <p>INSURER E : _____</p> <p>INSURER F : _____</p>

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

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

INSR LTR	TYPE OF INSURANCE				ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				<b>X</b>	<b>PAS040846504</b>	<b>06/27/2018</b>	<b>06/27/2019</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>1,000,000</b>	
								MED EXP (Any one person)	\$ <b>10,000</b>	
								PERSONAL & ADV INJURY	\$ _____	
								GENERAL AGGREGATE	\$ <b>2,000,000</b>	
								PRODUCTS - COMP/OP AGG	\$ <b>2,000,000</b>	
									\$ _____	
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				<b>X</b>	<b>PAS040846504</b>	<b>06/27/2018</b>	<b>06/27/2019</b>	COMBINED SINGLE LIMIT (Ea accident)	\$ <b>1,000,000</b>
								BODILY INJURY (Per person)	\$ _____	
								BODILY INJURY (Per accident)	\$ _____	
								PROPERTY DAMAGE (Per accident)	\$ _____	
									\$ _____	
<b>A</b>	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					<b>PAS040846504</b>	<b>06/27/2018</b>	<b>06/27/2019</b>	EACH OCCURRENCE	\$ <b>3,000,000</b>
								AGGREGATE	\$ _____	
									\$ <b>3,000,000</b>	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N _____ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below								PER STATUTE    OTH-ER	
									E.L. EACH ACCIDENT	\$ _____
									E.L. DISEASE - EA EMPLOYEE	\$ _____
									E.L. DISEASE - POLICY LIMIT	\$ _____

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City, its officers, elected and appointed officials, employees, and volunteers are named additional insured. The insurance is primary and non-contributory

Other named insureds under the policy: **Kosmont Realty Corporation, DBA, Kosmont Transaction Services**

<p><b>CERTIFICATE HOLDER</b>   <b>City of Redondo Beach</b>          Attn: Risk Manager          415 Diamond Street          Redondo Beach, CA 90277</p>	<p><b>CANCELLATION</b>           SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  <i>Patricia Ruy</i></p>
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**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**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. 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", "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(s) at the location(s) designated above.

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

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 location 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

Acct# 1171322

DATE (MM/DD/YYYY)  
10/01/2018

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

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

<b>PRODUCER</b> Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 888-828-8365		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A : Ace American Insurance Co.	22667
		INSURER B :	
		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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED.    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	C65746645	10/01/2018	10/01/2019	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 WAIVER OF SUBROGATION IN FAVOR OF CITY OF REDONDO BEACH, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS WHEN REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**                      **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

*[Signature]*

CITY OF REDONDO BEACH  
 415 DIAMOND STREET  
 REDONDO BEACH, CA 90277

**Workers' Compensation and Employers' Liability Policy**

Named Insured Insperity, Inc. L/C/F KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339	Endorsement Number
	Policy Number Symbol: RWC      Number: C65746645
Policy Period 10/01/2018 <b>TO</b> 10/01/2019	Effective Date of Endorsement 10/01/2018
Issued By (Name of Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1.  Specific Waiver

Name of person or organization:  
City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:  
VOLUNTEERS.

3. Premium:

The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium :    INCLUDED



\_\_\_\_\_  
Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured Insperity, Inc. L/C/F KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339			Endorsement Number
Policy Symbol <b>RWC</b>	Policy Number <b>C65746645</b>	Policy Period 10/01/2018 TO 10/01/2019	Effective Date of Endorsement 10/01/2018
Issued By (Name of Insurance Company) <b>Ace American Insurance Co.</b>			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES**

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

**SCHEDULE**

Name of Certificate Holder	E-Mail Address	Physical Address
City of Redondo Beach		415 Diamond Street Redondo Beach, CA 90277

All other terms and conditions of the Policy remain unchanged.

  
 Authorized Representative

Acct#: 1171322

ALL-32688 (01/11)