

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, January 23, 2024**

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

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

**4:30 PM- CLOSED SESSION- ADJOURNED REGULAR MEETING
6:00 PM- OPEN SESSION- REGULAR MEETING**

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

TO WATCH MEETING LIVE ON THE CITY'S WEBSITE:

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

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

TO WATCH MEETING LIVE ON YOUTUBE:

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

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

Register in advance for this meeting:

https://us02web.zoom.us/webinar/register/WN_qRA0EXm3SSu57Dq98ftrnQ

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

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

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

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

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

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

4:30 PM - CLOSED SESSION - ADJOURNED REGULAR MEETING

- A. CALL MEETING TO ORDER**
- B. ROLL CALL**
- C. SALUTE TO FLAG AND INVOCATION**
- D. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

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

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

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

- F. RECESS TO CLOSED SESSION**

- F.1. [CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERSONNEL MATTER/EVALUATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54957\(b\).](#)**

[Title: City Manager](#)

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

6:00 PM - OPEN SESSION - REGULAR MEETING

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. SALUTE TO THE FLAG AND INVOCATION**
- D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS**
- D.1. [PRESENTATION OF ANIMAL OXYGEN MASKS BY THE FRIENDS OF THE REDONDO BEACH DOG PARK TO THE REDONDO BEACH FIRE DEPARTMENT](#)**

- D.2. [COMMENDATION TO THE FRIENDS OF THE REDONDO BEACH DOG PARK FOR THEIR MANY YEARS OF SERVICE TO THE COMMUNITY](#)
- E. **APPROVE ORDER OF AGENDA**
- F. **AGENCY RECESS**
- G. **BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

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

- G.1. [For Blue Folder Documents Approved at the City Council Meeting](#)

H. **CONSENT CALENDAR**

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

- H.1. [APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND ADJOURNED REGULAR MEETING OF JANUARY 23, 2024.](#)

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.2. [APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA](#)

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.3. [APPROVE THE FOLLOWING CITY COUNCIL MINUTES:](#)
 - A. [NOVEMBER 7, 2023 ADJOURNED REGULAR & REGULAR MEETING](#)
 - B. [DECEMBER 19, 2023 REGULAR MEETING](#)

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.4. [REGRETFULLY ACCEPT THE RESIGNATION OF COMMISSIONER SUSAN LAPIN FROM THE PUBLIC ART COMMISSION AND AUTHORIZE THE CITY CLERK TO POST THE VACANCY](#)

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.5. [EXCUSED ABSENCES FROM VARIOUS COMMISSION AND COMMITTEE MEETINGS](#)

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.6. [APPROVE CONTRACTS UNDER \\$35,000:](#)

[1. APPROVE AN AGREEMENT WITH ZOHO CORPORATION TO RENEW LICENSING FOR HELPDESK SOFTWARE WITH IT ASSET MANAGEMENT FOR AN](#)

AMOUNT NOT TO EXCEED \$18,616 FOR THE TERM JANUARY 23, 2024 THROUGH JUNE 30, 2025

2. APPROVE AN AGREEMENT WITH CIVICPLUS, LLC FOR THE MONSIDO TOOL TO SCAN THE CITY'S WEBSITE FOR BROKEN LINKS, MISSPELLINGS, AND ADA COMPLIANCE TO IMPROVE WEBSITE ACCESSIBILITY AND EFFICIENCY FOR AN AMOUNT NOT TO EXCEED \$28,727 FOR THE TERM JANUARY 1, 2024 THROUGH JANUARY 31, 2025, WITH THREE AUTOMATIC ONE-YEAR RENEWALS

3. APPROVE A SIGNATURE AUTHORITY CERTIFICATE AND REVISED TRUE LEASE SCHEDULE FOR DELL WORKSTATIONS PREVIOUSLY APPROVED BY THE CITY COUNCIL ON JULY 23, 2023 WITH DELL FINANCIAL SERVICES, LLC TO REVISE THE COMMENCEMENT DATE TO FEBRUARY 1, 2024 AND EXTEND THE TERM TO JANUARY 31, 2028 AT NO COST TO THE CITY

4. APPROVE AN AGREEMENT WITH FOSTER & FOSTER CONSULTING ACTUARIES, INC. FOR PREPARATION OF AN ACTUARIAL VALUATION THAT IS REQUIRED EVERY TWO YEARS FOR OTHER POST-EMPLOYMENT BENEFITS (OPEB) AND GASB 75 REPORTING IN AN AMOUNT NOT TO EXCEED \$26,500 FOR THE TERM JANUARY 23, 2024 THROUGH DECEMBER 31, 2025

5. APPROVE A RESERVIST LOCATION FACILITY USE AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR USE OF THE AVIATION GYM DANCE ROOM FOR THE MARCH 5, 2024 PRIMARY PRESIDENTIAL ELECTION FOR THE TERM FEBRUARY 24, 2024 TO MARCH 5, 2024 AND FOR THE NOVEMBER 5, 2024 GENERAL ELECTION FOR THE TERM OCTOBER 26, 2024 TO NOVEMBER 5, 2024 AT NO COST TO THE CITY

CONTACT: WENDY COLLAZO, FINANCE DIRECTOR

H.7. APPROVE AN AGREEMENT WITH POWERPHONE FOR EMERGENCY MEDICAL DISPATCH SOFTWARE FOR THE TERM JANUARY 23, 2024 THROUGH JANUARY 22, 2026, WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$41,404.30

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.8. APPROVE AN AGREEMENT WITH SPIDR TECH FOR CUSTOMER ENGAGEMENT SOFTWARE FOR A TOTAL AMOUNT NOT TO EXCEED \$108,579.40 AND THE TERM FEBRUARY 6, 2024 THROUGH FEBRUARY 5, 2029

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.9. APPROVE AN ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH DAVID EVANS AND ASSOCIATES, INC., AN OREGON CORPORATION, FOR CIVIL AND TRANSPORTATION ENGINEERING SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000 AND A TERM ENDING JANUARY 22, 2026

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

H.10. REJECT ALL BIDS FOR THE BICYCLE TRANSPORTATION PLAN IMPLEMENTATION PHASE 1 PROJECT, JOB NO. 40510, AND DIRECT STAFF TO RE-BID THE PROJECT

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.11. [APPROVE ESCROW AGREEMENT NO. 2247 WITH TORO ENTERPRISES, INC. FOR THE DEPOSIT OF THE MONTHLY PROGRESS PAYMENTS' 5% RETENTION FOR THE MANHATTAN BEACH BOULEVARD RESURFACING - AVIATION BOULEVARD TO INGLEWOOD AVENUE PROJECT](#)

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.12. [APPROVE A FIVE-YEAR LEASE OF CANON COPIERS, PRINTERS, AND MANAGED PRINT SERVICES FROM CANON SOLUTIONS AMERICA, INC. TO REPLACE THE EXISTING CANON, DELL, AND LEXMARK COPY AND PRINT DEVICES FOR AN AMOUNT NOT TO EXCEED \\$288,881.30](#)

CONTACT: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

- H.13. [APPROVE AN AGREEMENT WITH TIERRA WEST ADVISORS, INC. FOR CONSULTING SERVICES TO ASSIST WITH THE CITY'S REVIEW OF THE CITY'S CANNABIS REGULATORY ORDINANCES AND DEVELOPMENT OF THE PERMIT SELECTION PROCESS FOR AN AMOUNT NOT TO EXCEED \\$58,000 FOR THE TERM JANUARY 23, 2024 TO JANUARY 22, 2025](#)

CONTACT: ELIZABETH HAUSE, ASSISTANT TO THE CITY MANAGER

- H.14. [APPROVE THE LEGAL SERVICES AGREEMENT WITH COVINGTON & BURLING, LLP FOR LEGAL SERVICES AND ADD THIS FIRM TO THE CITY ATTORNEY'S APPROVED LAW FIRM LIST](#)

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

- H.15. [RECEIVE AND FILE THE MONTHLY UPDATE TO THE TWELVE-MONTH STRATEGIC PLAN OBJECTIVES ADOPTED BY CITY COUNCIL ON MAY 30, 2023](#)

CONTACT: MIKE WITZANSKY, CITY MANAGER

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

- J.1. [For eComments and Emails Received from the Public](#)

K. EX PARTE COMMUNICATIONS

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

L. PUBLIC HEARINGS

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. [DISCUSSION AND POSSIBLE ACTION REGARDING A CHARTER AMENDMENT RELATED TO AN INSTANT RUNOFF VOTING SYSTEM AND AUTHORIZING THE CITY ATTORNEY TO PREPARE AN ORDINANCE AMENDING THE CITY'S MUNICIPAL CODE TO IMPLEMENT A VOTING METHOD IN MARCH 2025](#)

CONTACT: ELEANOR MANZANO, CITY CLERK

N.2. [DISCUSSION AND POSSIBLE ACTION REGARDING QUALIFICATIONS FOR APPOINTMENT TO THE HARBOR COMMISSION](#)

[INTRODUCE BY TITLE ONLY ORDINANCE NO. 3268-24, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING SECTION 2-9.704 OF ARTICLE 7, CHAPTER 9, TITLE 2 OF THE REDONDO BEACH MUNICIPAL CODE REGARDING THE QUALIFICATIONS FOR APPOINTMENT TO THE HARBOR COMMISSION](#)

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION

R.1. [CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERSONNEL MATTER/EVALUATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54957\(b\).](#)

[Title: City Manager](#)

S. RECONVENE TO OPEN SESSION

T. ADJOURNMENT

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, February 6, 2024, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



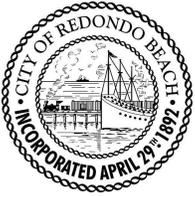
Administrative Report

F.1., File # 24-0096

Meeting Date: 1/23/2024

CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERSONNEL MATTER/EVALUATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54957(b).

Title: City Manager



Administrative Report

D.1., File # 24-0084

Meeting Date: 1/23/2024

TITLE

PRESENTATION OF ANIMAL OXYGEN MASKS BY THE FRIENDS OF THE REDONDO BEACH
DOG PARK TO THE REDONDO BEACH FIRE DEPARTMENT



Administrative Report

D.2., File # 24-0085

Meeting Date: 1/23/2024

TITLE

COMMENDATION TO THE FRIENDS OF THE REDONDO BEACH DOG PARK FOR THEIR MANY YEARS OF SERVICE TO THE COMMUNITY



Administrative Report

G.1., File # 24-0061

Meeting Date: 1/23/2024

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.1., File # 24-0062

Meeting Date: 1/23/2024

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

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND ADJOURNED REGULAR MEETING OF JANUARY 23, 2024.

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council	
Posting Type	Adjourned & Adjourned Regular Agenda	
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277	
	✓ Adjacent to Council Chambers	
Meeting Date & Time	January 23, 2024	4:30 p.m. Closed Session 6:00 p.m. Open Session

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

Eleanor Manzano, City Clerk

Date: JANUARY 19, 2024



Administrative Report

H.2., File # 24-0063

Meeting Date: 1/23/2024

TITLE

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



Administrative Report

H.3., File # 24-0064

Meeting Date: 1/23/2024

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

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

- A. NOVEMBER 7, 2023 ADJOURNED REGULAR & REGULAR MEETING
- B. DECEMBER 19, 2023 REGULAR MEETING

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk



4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

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

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Obagi, Mayor Pro Tem Loewenstein

Councilmembers Absent: Nehrenheim, Mayor Brand

Officials Present: Eleanor Manzano, City Clerk
Mike Webb, City Attorney
Mike Witzansky, City Manager
Melissa Villa, Analyst

C. SALUTE TO THE FLAG AND INVOCATION - None

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

Analyst Villa reported one Blue Folder Item is included regarding Closed Session Item No. F.1.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to approve by voice vote to receive and file Blue Folder Item.

Motion carried, 5-0.

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

There were no public comments on Closed Session items and Non-Agenda items.

Analyst Villa reported receiving one eComment related to Item No. F.1.

F. RECESS TO CLOSED SESSION: 4:32 p.m.

Analyst Villa listed items to be considered in Closed Session.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to recess to Closed Session at 4:32 p.m. to conduct Closed Sessions attended by City Manager Mike Witzansky, City Attorney Mike Webb and Assistant City Attorney Cheryl Park as well as Human Resources Director Diane Strickfaden and Outside Legal Counsel Laura Kalty. There being no objections, Mayor Pro Tem Loewenstein, so ordered.

F.1. CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:

Redondo Beach Professional and Supervisory Association, Redondo Beach City Employees Association, Teamsters, and Management & Confidential Employees

G. RECONVENE TO OPEN SESSION – 6:00 p.m.

The City Council reconvened from Closed Session at 6:00 p.m.

H. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Nehrenheim, Obagi,
Mayor Pro Tem Loewenstein

Councilmembers Absent: Mayor Brand

Officials Present: Eleanor Manzano, City Clerk
Mike Webb, City Attorney
Mike Witzansky, City Manager

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky announced there were no reportable actions taken during Closed Session.

J. ADJOURN TO REGULAR MEETING

Mayor Pro Tem Loewenstein adjourned to the regular meeting of the Redondo Beach City Council at 6:00 p.m. without opposition.

6:00 PM - OPEN SESSION - REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:00 p.m. by Mayor Pro Tem Loewenstein in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Nehrenheim, Obagi,
Mayor Pro Tem Loewenstein,

Councilmembers Absent: Mayor Brand

Officials Present: Eleanor Manzano, City Clerk
Mike Webb, City Attorney
Mike Witzansky, City Manager

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Pro Tem Loewenstein led in the salute to the flag followed by a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

D.1. MAYOR’S PRESENTATION OF THE KEY TO THE CITY TO POLICE CAPTAIN JON NAYLOR FOR HIS 28 YEARS OF SERVICE

On behalf of City Council, Mayor Pro Tem Nehrenheim presented the Key to the City to Police Captain Jon Naylor for his 28 years of service.

Police Captain Naylor announced he has a new job working with the County and will start November 20, 2023; expressed his appreciation for the acknowledgement and thanked the City for opportunity to serve.

RBPD Police Chief Hoffman commented favorably about Captain Naylor’s service and stated he is proud of his accomplishments.

D.2. CHECK PRESENTATION OF ASSEMBLYMEMBER AL MURATSUTCHI TO THE CITY OF REDONDO BEACH FOR \$5 MILLION FOR FUTURE PARK ACQUISITION AND DEVELOPMENT

Mayor Pro Tem Nehrenheim accepted a check for \$5 million from Assemblymember Al Muratsutchi for future park acquisition and development at the AES site.

Councilmember Nehrenheim announced the District 1 community meeting will be held November 11, 2023, at Alta Vista at 9:30 a.m. and an online meeting next week; reported that Veterans Park will hold the annual Veterans Day celebration at 1:00 p.m. on November 11, 2023; noted that there will be no street sweeping on Friday; thanked the Riviera Village BID for the successful Halloween event and encouraged residents to save the date of December 7, 2023, for the Riviera Village Holiday Stroll.

Councilmember Kaluderovic thanked Jordan Small for attending the last District 3 community meeting; reported attending the El Segundo ribbon cutting for the Local Travel Network and looked forward to attending the upcoming Veterans Day ceremony.

Councilmember Obagi spoke about a meeting with Metro regarding the C line extension project; reported it was noted that if the C line is built along Hawthorne Boulevard, the stop would be in the middle of Hawthorne Boulevard, every bus would stop there so there would be no need to board a different bus or walk to the Transit Center and acknowledged the attendance of the Teamsters.

Councilmember Behrendt spoke about the recent District 5 community meeting.

Mayor Pro Tem Loewenstein spoke about observing the Police and Fire dispatch and spoke about the October, District 2 community meeting and announced the November community meeting will on November 13, 2023, at 7:30 p.m. via Zoom.

E. APPROVE ORDER OF AGENDA

City Manager Witzanky requested removing Item No. N.3. from the agenda.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, to approve the agenda, as modified, removing Item No. N.3.

Substitute Motion by Councilmember Kaluderovic, seconded by Behrendt, to approve the agenda, as

modified, removing Item No. N.3.from the agenda and moving Item No. P.1 prior to Item No. L.1.

The Substitute Motion carried with the following roll call vote:

AYES: Behrendt, Kaluderovic, Obagi, Mayor Pro Tem Lowenstein
NOES: Nehrenheim
ABSENT: None
ABSTAIN: None

Motion carried, 4-1.

F. AGENCY RECESS – 6:23 p.m.

The City Council recessed to the Community Financing Authority meeting at 6:23 p.m.

F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

CONTACT: WENDY COLLAZO, FINANCE DIRECTOR

The City Council reconvened from the Community Financing Authority meeting.

ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Nehrenheim, Obagi,
Mayor Pro Tem Loewenstein,

Councilmembers Absent: Mayor Brand

Officials Present: Eleanor Manzano, City Clerk
Mike Webb, City Attorney
Mike Witzansky, City Manager

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

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

City Clerk Manzano announced Blue Folder Items for Items No. J.1, L., and P.1.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, to approve by voice vote to receive and file Blue Folder Items.

Motion carried, 5-0.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF NOVEMBER 7, 2023.

CONTACT: ELEANOR MANZANO, CITY CLERK

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

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES:**
A. SEPTEMBER 5, 2023 ADJOURNED AND REGULAR MEETING
B. SEPTEMBER 12, 2023 ADJOURNED AND REGULAR MEETING
C. SEPTEMBER 19, 2023 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.4. PAYROLL DEMANDS**
CHECKS 29383-29412 IN THE AMOUNT OF \$36,943.06, PD. 10/27/23
DIRECT DEPOSIT 270013-270588 IN THE AMOUNT OF \$2,134,610.55, PD. 10/27/23
EFT/ACH \$403,784.63, PD. 10/4/23 (PP2320)
EFT/ACH \$8,191.86, PD. 10/13/23 (PP2321)
EFT/ACH \$406,117.59, PD. 10/16/23 (PP2321)

ACCOUNTS PAYABLE DEMANDS
CHECKS 111171-111394 IN THE AMOUNT OF \$2,041,696.00
EFT CALPERS MEDICAL INSURANCE \$407,874.39
DIRECT DEPOSIT 100007710-100007803 IN THE AMOUNT OF \$87,466.33,
PD.11/1/23

CONTACT: WENDY COLLAZO, FINANCE DIRECTOR

- H.5. APPROVE CONTRACTS UNDER \$35,000:**
- 1. APPROVE AN AGREEMENT WITH THE LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SPCALA) FOR ANIMAL SHELTERING SERVICES AT A RATE OF \$984.06 PER MONTH, PLUS \$50.00 PER DAY, PER ANIMAL HELD IN EXCESS OF THE CITY'S MANDATED HOLDING PERIOD, FOR A TOTAL AMOUNT NOT TO EXCEED \$25,000 FOR THE TERM SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2024**
 - 2. APPROVE AN AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE PROVISION OF INMATE FOOD SERVICES BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOOD SERVICES UNIT AT A COST OF \$3.20 PER MEAL, FOR FISCAL YEAR 2023-2024, FOR THE TERM JULY 1, 2023 THROUGH JUNE 30, 2028**
 - 3. APPROVE A CHECK-IN CENTER PLAN AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR USE OF THE REDONDO BEACH PERFORMING ARTS CENTER PARKING LOT (5 SPACES) FOR ELECTION WORKERS TO CHECK-IN ELECTION MATERIALS FOR THE MARCH 5, 2024 PRESIDENTIAL PRIMARY ELECTION, AT NO COST, FOR THE TERM FEBRUARY 24, 2024 THROUGH MARCH 5, 2024**
 - 4. APPROVE AN AMENDMENT TO THE AGREEMENT WITH ROBERT HALF, INC. TO CHANGE THE NAME OF THE ASSIGNED INDIVIDUAL, HOURLY RATE, AND THE ESTIMATED START AND END DATES FOR TEMPORARY STAFFING SERVICES FOR THE IT DEPARTMENT, IN AN AMOUNT NOT TO EXCEED \$34,999, FOR THE EXISTING TERM THROUGH JUNE 30, 2024**
 - 5. APPROVE A LICENSE AGREEMENT WITH VERITONE, INC. FOR A 14-DAY TRIAL OF A COMPUTER REPORTING APPLICATION DESIGNED TO REPORT ENFORCEMENT DATA TO THE STATE TO COMPLY WITH STATE ASSEMBLY BILL 953 AT NO COST TO THE CITY**

CONTACT: WENDY COLLAZO, FINANCE DIRECTOR

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

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.7. REGRETFULLY ACCEPT THE RESIGNATION OF COMMISSIONER JAMIL GITTENS FROM THE PUBLIC SAFETY COMMISSION AND AUTHORIZE THE CITY CLERK TO POST THE VACANCY**

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.8. APPROVE A CONTRACT WITH TETRA TECH, INC. FOR PLANNING AND DESIGN OF THE GLEN ANDERSON PARK REGIONAL STORMWATER CAPTURE GREEN STREETS PROJECT, JOB NO. 60290 FOR AN AMOUNT NOT TO EXCEED \$526,012 AND THE TERM NOVEMBER 7, 2023 THROUGH NOVEMBER 7, 2028**

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.9. APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH JILK HEAVY CONSTRUCTION, INC. FOR PIER REPAIR SERVICES TO INCREASE THE CONTRACT BY \$450,000, FOR A NEW NOT TO EXCEED AMOUNT OF \$3,721,730, AND TO EXTEND THE TERM TO JANUARY 1, 2027**

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2311-111, A RESOLUTION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DECLARING WORK ASSOCIATED WITH THE PIER STRUCTURES REPAIR PROJECT, JOB NO. 70350 AS "REPAIR" AND EXEMPTING IT FROM BIDDING REQUIREMENTS PURSUANT TO SECTIONS 19 AND 19.1 (A) OF THE CITY CHARTER OF REDONDO BEACH

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.10. APPROVE AN AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH TELECOM LAW FIRM P.C. TO EXTEND THE TERM TO DECEMBER 3, 2024, ADD TWO ANNUAL RENEWALS, AND INCREASE THE TOTAL NOT TO EXCEED VALUE OF THE AGREEMENT FROM \$120,000 TO \$240,000 TO ACCOMMODATE THE THREE ADDITIONAL YEARS OF SERVICE WHICH ARE EXPECTED TO COST \$40,000 PER YEAR**

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.11. This Item was pulled by Councilmember Behrendt for separate consideration.**

- H.12. APPROVE AN AGREEMENT WITH HF&H CONSULTANTS TO PERFORM A GAP ANALYSIS AND MAKE RECOMMENDATIONS RELATED TO THE CITY'S COMPLIANCE WITH CALRECYCLE SB1383 REQUIREMENTS FOR AN AMOUNT NOT TO EXCEED \$46,000 PAID FOR BY CALRECYCLE LOCAL ASSISTANCE GRANT FUNDS**

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.13. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2311-112, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING SUBMITTAL OF INDIVIDUAL GRANT APPLICATIONS FOR ALL DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) GRANT PROGRAMS FOR WHICH THE CITY OF REDONDO BEACH IS ELIGIBLE**

ADOPT BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC-2311-113, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A CARRY OVER OF UNEXPENDED BALANCE OF CALRECYCLE SB1383 LOCAL ASSISTANCE GRANT FUNDS FROM THE INTERGOVERNMENTAL GRANTS FUND AND APPROPRIATE TO

THE 2023-2024 FISCAL YEAR PUBLIC WORKS OPERATING BUDGET

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.14. APPROVE PLANS AND SPECIFICATIONS FOR THE ANITA STREET (WESTBOUND CHANNELIZATION IMPROVEMENTS) AT PACIFIC COAST HIGHWAY PROJECT, JOB NO. 41240, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS**

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.15. APPROVE AN AMENDMENT TO THE AGREEMENT WITH WALLACE & ASSOCIATES CONSULTING, LLC. TO INCLUDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE KING HARBOR MAINTENANCE DREDGING PROJECT, JOB NO. 70660**

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.16. APPROVE AN AMENDMENT TO THE ON-CALL CONSULTING SERVICES AGREEMENT WITH ELLIS ENVIRONMENTAL MANAGEMENT, INC. TO INCREASE THE NOT TO EXCEED AMOUNT BY \$100,000 FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$200,000, AND TO EXTEND THE TERM TO NOVEMBER 1, 2025**

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.17. This Item was pulled by Councilmember Kaluderovic for separate consideration.**

- H.18. This Item was pulled by Councilmember Kaluderovic for separate consideration.**

- H.19. This Item was pulled by Councilmember Behrendt for separate consideration.**

- H.20. APPROVE THE SIXTH AMENDMENT TO THE AGREEMENT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) TO ACCEPT \$33,666 OF HOMELESS INCENTIVE PROGRAM (HIP) MEASURE H FUNDS AND EXTEND THE TERM TO JUNE 30, 2024**

CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

- H.21. APPROVE AN AMENDMENT TO THE AGREEMENT WITH RINCON CONSULTANTS, INC. FOR ENVIRONMENTAL REVIEW SERVICES FOR PEER REVIEW OF THE BEACH CITIES HEALTH DISTRICT HEALTHY LIVING CAMPUS PHASE ONE PROJECT ENVIRONMENTAL IMPACT REPORT TO EXTEND THE CONTRACT TERM TO NOVEMBER 14, 2024 AT NO ADDITIONAL COST**

CONTACT: SEAN SCULLY, ACTING COMMUNITY DEVELOPMENT DIRECTOR

- H.22. ADOPT BY TITLE ONLY ORDINANCE NO. 3264-23 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 2 OF THE MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES CONSISTENT WITH STATE LAW. FOR SECOND READING AND ADOPTION**

CONTACT: SEAN SCULLY, ACTING COMMUNITY DEVELOPMENT DIRECTOR

There were no public comments on the Consent Calendar.

Councilmember Kaluderovic pulled Items No. H.17 and H.18 from the Consent Calendar for separate

consideration.

Councilmember Behrendt pulled Item No. H.11 and H.19 from the Consent Calendar for separate consideration.

Councilmember Obagi stated he was glad to see the City allocate \$25,000 for animal sheltering services.

City Clerk Manzano reported receiving eComments in support of H.6, H.7, and in opposition to H.21.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, to approve the amended Consent Calendar as presented except for H.11, H.17, H.18, and H.19, which were pulled for separate consideration.

Motion carried, 5-0.

City Clerk Manzano read titles to Resolutions Nos.: CC-2311-111, CC-2311-112, CC-2311-113, and Ordinance No. 3264-23.

I. EXCLUDED CONSENT CALENDAR ITEMS

H.11. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE AVIATION BLVD NORTHBOUND AT ARTESIA BLVD RIGHT TURN LANE PROJECT, JOB NO. 40780, FOR AN AMOUNT NOT TO EXCEED \$117,070 FOR THE TERM ENDING DECEMBER 31, 2025

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

Councilmember Behrendt announced he will abstain from voting on this item.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, to approve by voice vote, Consent Calendar H.11, as presented.

Motion carried, 4-0-1. Councilmember Behrendt abstained.

H.17. ADOPT BY TITLE ONLY RESOLUTION NO CC-2311-114, A RESOLUTION OF THE CITY COUNCIL OF REDONDO BEACH, CALIFORNIA, APPROVING THE WAIVER OF PARKING METER FEES FOR AREAS OF THE RIVIERA VILLAGE, SOUTH CATALINA AVENUE, AND PEARL STREET FOR THE 2023 HOLIDAY SEASON FROM DECEMBER 2, 2023 THROUGH JANUARY 1, 2024

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.18. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2311-115, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING FREE PARKING WITHIN THE PIER AND PLAZA PARKING STRUCTURES FOR THE 2023 HOLIDAY SEASON, DURING THE HOURS OF 8:00 A.M. TO 10:00 P.M., FROM DECEMBER 2, 2023 THROUGH JANUARY 1, 2024

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

Councilmember Kaluderovic reported that Items H.17 and H.18 represent a total net loss for the City of \$255,000; spoke about having a conversation about wants versus needs and felt this is not opportune during these times.

Councilmember Behrendt asked how costs were developed and City Manager Witzansky reported it is based on monthly projections for typical parking and is a rough estimate; noted the item has been budgeted and generally speaking, it has been a historical practice during the holidays.

Discussion followed regarding whether the practice invites more people to the area, getting input from the businesses in the area, general support for the practice from Harbor businesses and reevaluating revenue streams to update projections.

Waterfront & Economic Development Director Kapovich added that staff meets regularly with business tenants; stated that they have asked about the program and support it, especially in the International Boardwalk; discussed projections and agreed that the revenue stream may be higher than stated.

Mayor Pro Tem Loewenstein noted that it is already built into the budget and that it has been a tradition in Redondo Beach for many years and spoke about it being a gift to the community.

Councilmember Nehrenheim spoke about it being included in the budget; stated it is a gift to Riviera Village in acknowledgement of the BID's phenomenal work; reported the practice in Manhattan Beach and Hermosa Beach; commented on needing to stay competitive and relative and felt it brings in a lot of people to the area who would not otherwise, stay for a longer length of time.

Councilmember Obagi suggested shortening the time period from December 20, 2023 through January 1, 2023 and referenced negotiations with employee groups.

Councilmember Nehrenheim stressed that businesses in the area have expectations that the practice will continue; suggested that next year, this be part of the budget conversation and expressed support for continuing the practice.

Councilmember Obagi noted he is not attacking anyone, but rather offering a possible alternative.

Councilmember Nehrenheim pointed out that Hanukkah is December 7th and would be cut out of the benefit.

Mayor Pro Tem Loewenstein invited public comments on this item.

Speaker commented that Manhattan Beach and Hermosa Beach posting their annual reports; wondered when Redondo Beach will do so in order for Council to make an informed decision on this item; opined Redondo Beach has a deep, declining revenue; referenced employee groups deserving a decent wage and opined free parking is a luxury.

Clarissa noted Hermosa Beach decided to continue providing free parking during the Holidays; reported it has been done for many years and spoke about it being something nice that Redondo Beach can do for residents.

Brad Waller, District 1, spoke in support of Councilmember Obagi's idea to shorten the time period for free parking and noted it can serve as a compromise while also paying employees a reasonable wage.

Niki Negrete-Mitchell, District 3, spoke about free parking being a tradition and spoke in support of remaining competitive with Hermosa Beach and Manhattan Beach.

Bob Pinzler, via Zoom, claimed a sale that is lost by not having free parking is lost revenue and urged Council to consider that a customer that might go to Manhattan Beach or Hermosa Beach is a greater loss of revenue than the loss of parking.

There were no other public comments.

Councilmember Obagi acknowledged that businesses in the area need as much support as possible during the Holidays.

Councilmember Behrendt spoke about the possibility of reprogramming the revenue for the Tidelands or Riviera Village.

Councilmember Kaluderovic stated that if the intent of free parking is to make a sale, then the City should offer free parking year-round; noted that community spreads cheer, not free parking; spoke in support of properly compensated workers; reported she is amenable to a reduced time period for free parking and felt that given the circumstances, tradition does not always mean it is the right thing to do.

Motion by Councilmember Kaluderovic, to amend the free parking period to include Hanukah and then from December 22, 2023 to January 1, 2024 for both Riviera Village and Pier Plaza.

The motion failed for lack of a second.

In reply to Councilmember Behrendt's questions, City Manager Witzansky addressed other parking districts in the City, the estimated revenue over ten years, having staff create a Budget Response Report (BRR) on the two items as part of the budget process, this item being allocated under the Uplands Fund, and the four-hour turnover requirement.

Councilmember Nehrenheim commented on addressing this item during the budget process; noted Riviera Village is always looking for improvements and offered to discuss the issue with the BID.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, to ADOPT BY TITLE ONLY RESOLUTION NO CC-2311-114, A RESOLUTION OF THE CITY COUNCIL OF REDONDO BEACH, CALIFORNIA, APPROVING THE WAIVER OF PARKING METER FEES FOR AREAS OF THE RIVIERA VILLAGE, SOUTH CATALINA AVENUE, AND PEARL STREET FOR THE 2023 HOLIDAY SEASON FROM DECEMBER 2, 2023 THROUGH JANUARY 1, 2024; and

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2311-115, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING FREE PARKING WITHIN THE PIER AND PLAZA PARKING STRUCTURES FOR THE 2023 HOLIDAY SEASON, DURING THE HOURS OF 8:00 A.M. TO 10:00 P.M., FROM DECEMBER 2, 2023 THROUGH JANUARY 1, 2024, and direct staff to provide a BRR for the 2024 budget season.

Councilmember Obagi offered a friendly amendment for City Council to discuss this matter before the next budget season, for next December so that interested parties know what to expect.

City Manager Witzansky listed available options for getting input from businesses in Riviera Village and Pier Plaza.

Councilmember Nehrenheim accepted the friendly amendment.

The motion carried by the following roll call vote:

AYES: Behrendt, Obagi, Nehrenheim, Mayor Pro Tem Lowenstein
NOES: Kaluderovic
ABSENT: None
ABSTAIN: None

Motion carried, 4-1.

City Clerk Manzano read titles to Resolutions No. CC-2311-114 and CC-2311-115.

H.19. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2310-106, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO HEESHUK CHANG, AN INDIVIDUAL, DBA BOARDWALK CANDY

APPROVE A LEASE WITH HEESHUK CHANG, AN INDIVIDUAL, DBA BOARDWALK CANDY, FOR THE PREMISES AT 124 INTERNATIONAL BOARDWALK FOR THE TERM NOVEMBER 7, 2023 THROUGH NOVEMBER 6, 2028

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

Councilmember Behrendt suggested including direction to the City Attorney to review the subject lease, in the motion to approve.

City Attorney Webb stated he is working on the matter, already.

City Manager Witzansky reported this is the new iteration of the lease.

There were no public comments on this item.

Motion by Councilmember Obagi, seconded by Councilmember Behrendt, to ADOPT BY TITLE ONLY RESOLUTION NO. CC-2310-106, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO HEESHUK CHANG, AN INDIVIDUAL, DBA BOARDWALK CANDY and APPROVE A LEASE WITH HEESHUK CHANG, AN INDIVIDUAL, DBA BOARDWALK CANDY, FOR THE PREMISES AT 124 INTERNATIONAL BOARDWALK FOR THE TERM NOVEMBER 7, 2023 THROUGH NOVEMBER 6, 2028.

The motion carried by the following roll call vote:

AYES: Behrendt, Kaluderovic, Obagi, Nehrenheim, Mayor Pro Tem Lowenstein
NOES: None
ABSENT: None
ABSTAIN: None

Motion carried, 5-0.

City Clerk Manzano read title to Resolution No. CC-2310-106.

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Kelly Garcia, Senior Administrative Specialist, Engineering Department, spoke about pride in providing great service; spoke about her family's history in Redondo Beach; noted the Department creates a quality of life in the City; discussed what she enjoys, working for the City and proposed the City address staffing shortages, close the wage gap and ensure the City hires top-tier talent that provides top-tier service.

Lina Carillo, President, RBPSA, urged Council to realize how City employees are engaged; stated employees are feeling the most undervalued they have ever felt and spoke about making progress in negotiations and about the City falling short of reaching a median salary in the next three years.

Carlos Rubio, President, Teamsters Local 911, opined that Council understands the value of City workers; felt it is time for the City to accelerate negotiations; thanked residents for their trust and urged City Council to keep the talent it has and recruit great talent by offering competitive wages.

Peter Tucker, President, RBCA Bargaining Group, noted there has been no COLA for the last 15 years; discussed the City's high turnover rate and no consistency in the various Departments; spoke about the union acting fairly in negotiations; addressed increased inflation; urged City Council to value its employees and approve their proposal and stressed that without employees, you do not have a City.

Michael Stark spoke about the contributions of the Redondo Beach Rotary Club to the Redondo Beach Police Reserve program; listed other contributions and programs; reported that next year will be the 100-year anniversary of the Rotary Club and mentioned wanting to name a City park after the Redondo Beach Rotary Club.

Niki Negrete-Mitchell, District 3, read a statement she presented at a recent COG Steering Committee meeting regarding the Metro C-line extension project addressing the need for open discussions regarding the preferred alternative, the fact that meetings keep getting cancelled and encouraging the Committee to encourage discussions so the COG will take a position.

Kevin Burnett, Public Works, Maintenance 1, spoke on behalf of City workers who ensure the smooth operation of the City; discussed seeking fairness and not special treatment; requested the City provide them with fair wages that reflect how it values its employees and that is comparable to those of neighboring cities.

Danny Garcia, Teamsters, Local 911, spoke about employees representing the community; opined the City can do a much better job as servants to residents and to serve the community; talked about the City providing fair compensation to its employees, being good stewards of City finances and investing in its most valuable assets, its employees.

Robert Moore, District 3, spoke about the recent community meeting where the proposed new design for the City logo was presented; opined that a sail does not represent Redondo Beach; voiced support for the existing logo and felt the pier should be in the logo.

Matt Kilroy, District 5, read his statement; noted he supports City employees asking for a competitive wage; discussed the need to attract and retain experienced, qualified employees; asked about the \$4 million surplus from refinancing the PERS debt and the \$110 million Council claims was saved; commented on landscaping and street lighting fund money that could have been spent for employees and suggested City Council review its priorities in the best interest of the City and its residents.

City Clerk Manzano reported receiving one eComment which was neutral and another one on Zoom.

There were no other public comments and Mayor Pro Tem Loewenstein closed this portion of the meeting.

The City Council skipped to consider Item No. P.1.

K. EX PARTE COMMUNICATIONS

Mayor Pro Tem Loewenstein reported speaking with Mayor regarding Item No. L.1.

Councilmembers Nehrenheim joined the meeting.

Councilmember Nehrenheim reported speaking with City staff and the Mayor regarding Item No. L.1.

Councilmember Kaluderovic reported speaking with City staff regarding Item No. L.1.

Councilmember Obagi joined the meeting.

Councilmember Obagi reported speaking with City staff and Councilmember Behrendt regarding Item No. L.1.

Councilmember Behrendt reported speaking with the Mayor, Councilmember Obagi, City staff, the City Legal Adviser and members of the public regarding Item No. L.1.

City Manager Witzansky noted the lateness of the evening and suggested continuing Item No. N.2. to the next City Council meeting.

Motion by Councilmember Nehrenheim, seconded by Councilmember Kaluderovic, by voice vote to continue Item No. N.2. to the next regular City Council meeting.

Motion carried, 5-0.

L. PUBLIC HEARINGS

L.1. PUBLIC HEARING FOR INTRODUCTION AND FIRST READING OF ORDINANCES TO AMEND THE REDONDO BEACH MUNICIPAL CODE (RBMC) TITLE 10, CHAPTER 1 SUBDIVISIONS AND TITLE 10, CHAPTER 2 ZONING AND LAND USE, AND TITLE 10 CHAPTER 5 COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE PERTAINING TO URBAN LOT SPLITS AND TWO-UNIT DEVELOPMENTS SUBJECT TO SENATE BILL 9 (SB9) AND CONSIDERATION OF A CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXEMPTION FOR THE PROPOSED AMENDMENTS IN ACCORDANCE WITH THE CEQA GUIDELINES

PROCEDURES:

- 1. Open the public hearing and take testimony;**
- 2. Close the public hearing and deliberate;**
- 3. Introduce the following two ordinances by title only; and**
- 4. Adopt by title only the resolution submitting ordinance to the CA Coastal Commission.**

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3266-23 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 1, SUBDIVISIONS AND TITLE 10, CHAPTER 2, ZONING AND LAND USE OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO URBAN LOT SPLITS AND TWO-UNIT DEVELOPMENTS SUBJECT TO SENATE BILL 9 (SB9) AND DETERMINING SUCH AMENDMENTS AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3267-23 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 5, COASTAL LAND USE IMPLEMENTING ORDINANCE OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO URBAN LOT SPLITS AND TWO-UNIT DEVELOPMENTS SUBJECT TO SENATE BILL 9 (SB9) AND DETERMINING SUCH AMENDMENTS AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2311-116, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, FORWARDING TO AND REQUESTING CERTIFICATION BY THE CALIFORNIA COASTAL COMMISSION OF AMENDMENTS TO THE COASTAL LAND USE PLAN IMPLEMENTATION ORDINANCE (TITLE 10, CHAPTER 5 OF THE MUNICIPAL CODE) PERTAINING TO URBAN LOT SPLITS AND TWO-UNIT DEVELOPMENTS SUBJECT TO SENATE BILL 9 (SB9) IN SINGLE-FAMILY RESIDENTIAL ZONES IN THE COASTAL ZONE, CONSISTENT WITH STATE LAW, WHICH IS INTENDED TO BE CARRIED OUT IN A MANNER FULLY IN CONFORMITY WITH THE COASTAL ACT; AND PROVIDING THAT THE AMENDMENTS TO THE CITY'S LOCAL COASTAL PROGRAM WILL TAKE EFFECT AUTOMATICALLY UPON COASTAL COMMISSION APPROVAL PURSUANT TO PUBLIC RESOURCES CODE SECTION 30514 AND TITLE 14, SECTION 13551 OF THE

CALIFORNIA CODE OF REGULATIONS

CONTACT: SEAN SCULLY, ACTING COMMUNITY DEVELOPMENT DIRECTOR

Motion by Councilmember Nehrenheim, seconded by Councilmember Kaluderovic, by voice vote to open the public hearing.

Motion carried, 5-0.

Acting Community Development Director Sean Scully noted the attendance of Legal Outside Counsel Diana Varat, RWG law, via Zoom and Cheryl Park, City Attorney's Office; narrated a PowerPoint presentation with details of the proposed ordinances and resolution; spoke about SB 9, what it allows and how the City has addressed it, to date; discussed Council direction, to date and staff responses to each and presented staff recommendations.

Mayor Pro Tem Loewenstein invited public comments. There were no public comments on this item.

Discussion followed regarding limiting the demolition by 25% of an existing dwelling unless the site has not been occupied by a tenant, within the last three years.

Councilmember Obagi reported meeting with staff; stated he is comfortable with the Planning Commission's recommendations and expressed appreciation for the work that went into developing the ordinances and resolution.

There was no one from the public wishing to speak on this item.

Motion by Councilmember Obagi, seconded by Councilmember Nehrenheim, by voice vote to close the public hearing.

Motion carried, 5-0.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, and by voice vote to INTRODUCE BY TITLE ONLY ORDINANCE NO. 3266-23 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 1, SUBDIVISIONS AND TITLE 10, CHAPTER 2, ZONING AND LAND USE OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO URBAN LOT SPLITS AND TWO-UNIT DEVELOPMENTS SUBJECT TO SENATE BILL 9 (SB9) AND DETERMINING SUCH AMENDMENTS AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT and INTRODUCE BY TITLE ONLY ORDINANCE NO. 3267-23 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 5, COASTAL LAND USE IMPLEMENTING ORDINANCE OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO URBAN LOT SPLITS AND TWO-UNIT DEVELOPMENTS SUBJECT TO SENATE BILL 9 (SB9) AND DETERMINING SUCH AMENDMENTS AS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT and ADOPT BY TITLE ONLY RESOLUTION NO. CC-2311-116, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, FORWARDING TO AND REQUESTING CERTIFICATION BY THE CALIFORNIA COASTAL COMMISSION OF AMENDMENTS TO THE COASTAL LAND USE PLAN IMPLEMENTATION ORDINANCE (TITLE 10, CHAPTER 5 OF THE MUNICIPAL CODE) PERTAINING TO URBAN LOT SPLITS AND TWO-UNIT DEVELOPMENTS SUBJECT TO SENATE BILL 9 (SB9) IN SINGLE-FAMILY RESIDENTIAL ZONES IN THE COASTAL ZONE, CONSISTENT WITH STATE LAW, WHICH IS INTENDED TO BE CARRIED OUT IN A MANNER FULLY IN CONFORMITY WITH THE COASTAL ACT; AND PROVIDING THAT THE AMENDMENTS TO THE CITY'S LOCAL COASTAL PROGRAM WILL TAKE EFFECT AUTOMATICALLY UPON COASTAL COMMISSION APPROVAL PURSUANT TO PUBLIC RESOURCES CODE SECTION 30514 AND TITLE 14, SECTION 13551 OF THE CALIFORNIA CODE OF REGULATIONS, as amended per the Blue Folder Language.

Motion carried, 5-0.

City Clerk Manzano read titles to Ordinances No. 3266-23 and 3267-23 and Resolution No. CC-2311-116.

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS – None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION ON ENHANCED RESPONSE TO HOMELESSNESS

1. RECEIVE AND FILE 2023 CITY NET HOMELESS CENSUS COMPARISON REPORT.

2. APPROVE AGREEMENT WITH CITY NET FOR HOUSING NAVIGATION SERVICES FOR THE AMOUNT NOT TO EXCEED \$226,800 FOR THE TERM MAY 1, 2023 TO JUNE 30, 2024.

3. DISCUSSION AND POSSIBLE ACTION REGARDING REALLOCATION OF UP TO \$768,000 TO EXPAND THE PALLET SHELTER IN THE CAPITAL IMPROVEMENT PROGRAM.

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

City Attorney Webb introduced the item including the 2023 City Net Homeless Census Comparison report; discussed an agreement with City Net for housing navigation services and addressed the potential reallocation of up to \$768,000 to expand the Pallet Shelter in the Capital Improvement Program.

City Net, narrated a PowerPoint presentation with highlights of the Homeless Census Comparison report.

Discussion followed a list of specific questions included in the census in the agenda report, community ties, seeking out regional partnerships for housing, increased homelessness in the growing senior population and cities taking care of their population but not wanting to be a magnet for others.

Mayor Pro Tem Loewenstein invited public comments on this item.

There were no public comments on this item.

City Attorney Webb spoke about the City wanting an objective, outside party to review this matter; noted the contract will continue until June 30, 2024 and reported direction staff has given direction to focus on people living in their cars; added that it does not include a census for this year to save money and referenced BRR 12 relative to expanding the pallet shelters.

Quality of Life Prosecutor Joy Ford narrated a PowerPoint presentation regarding the possibility of expanding the Pallet Shelter in Redondo Beach; discussed costs for expansion and addressed grant funding.

Deputy, Public Works Operations Mike Klein noted the project was initially an interim program with an expedited schedule and many challenges and noted there is a lot of engineering and infrastructure work that is needed on the vacant lot.

Discussion followed regarding operation costs, having 24/7 security in order to keep residents safe, taking advantage of economies of scale, potential timelines and homelessness-related grants received by the City.

City Manager Witzansky stated he would not recommend spending additional money until the final costs are known and suggested trusting City staff's recommendations on how to find whatever resources are needed and spoke about possible funds to target for the reallocation and suggested discussing those issues after presentation of Capital Improvement Projects, next week.

Discussion followed regarding other possible sources of money and partnering with Hermosa Beach for a mental health clinician.

Councilmember Obagi reported that his goal was to prioritize the homelessness near the Ralphs Market and North Redondo Beach; stated he favors moving forward with this and noted he would like to see the City reach out to State legislators and other offering money towards homelessness efforts.

Councilmember Behrendt pointed out that originally, the property was to be used for Public Works and invited Deputy, Public Works Operations Klein to the podium.

Deputy, Public Works Operations Klein reported the presently, the yard next to the Pallet Shelter is used as a “lay down” yard by Public Works; stated that if it is used for the Pallet Shelter, they would lose it for Public Works and spoke about other potential sites for the yard, including a using a portion of the Pallet Shelter.

City Manager Witzansky reported there is a vast and underutilized parking area, immediately above the site and felt it was reasonable to use part of the underutilized park-and-ride for Public Works purposes.

Councilmember Behrendt invited Police Chief Hoffman for his thoughts on his duties and obligations and any challenges he sees if the City were to add 25 more units.

RBPD Chief Hoffman reported he has seen relative few calls for service relative to the Pallet Shelter; spoke favorably about the resources and services being provided by the program; noted the more opportunity the City has to help a greater number of homeless individuals, the more it will improve the quality of life of the citizens of Redondo Beach and voiced support for adding pallet housing.

In response to Councilmember Nehrenheim’s inquiry, City Attorney Webb reported that adding units will not “permanentize” the Pallet Shelter, but rather it will be done under the auspices of the Declaration of Emergency passed throughout the County and added it is being expanded for six months because the homeless crisis still exists.

Councilmember Nehrenheim spoke about homelessness being a regional issue and noted the City Attorney’s homelessness efforts are not included in the Charter.

Discussion regarding having a “Homeless Czar”, determining how to pay for homeless services in the long term, Council direction to the City Attorney related with homelessness and creating a formal structure in the City to be able to manage future housing needs.

City Manager Witzansky spoke about determining which of the enterprise funding sources could be reallocated to this matter and discussed potential other projects that could be used to fund homelessness services.

Mayor Pro Tem Loewenstein invited public comments.

Ms. Gallardo shared that her cousin’s son has schizophrenia and experienced homelessness and has gotten the help he needs through a similar program in Arizona; reported working as a License Mental Health Clinician for over twenty years and expressed pride in what Redondo Beach has done, so far to help those suffering from homelessness, especially providing wrap-around services.

Frank Rossman spoke about keeping women experiencing homelessness, safe; commended Lila about her work helping the homeless and encouraged Council to approve this item.

There were no other public comments on this item.

Motion by Mayor Pro Tem Loewenstein, seconded by Councilmember Obagi, to RECEIVE AND FILE 2023 CITY NET HOMELESS CENSUS COMPARISON REPORT and APPROVE AGREEMENT WITH CITY NET FOR HOUSING NAVIGATION SERVICES FOR THE AMOUNT NOT TO EXCEED \$226,800 FOR THE TERM MAY 1, 2023 TO JUNE 30, 2024.

The motion carried by the following roll call vote:

AYES: Behrendt, Kaluderovic, Obagi, Nehrenheim, Mayor Pro Tem Loewenstein
NOES: None
ABSENT: None
ABSENT: None

Motion carried, 5-0.

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING THE STATUS AND PRIORITIZATION OF CAPITAL IMPROVEMENT PROJECTS

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

This Item was removed continued to the next regular City Council meeting by Council action.
(See Item No. K.)

N.3. DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S POSITION ON A PROPOSED BALLOT INITIATIVE IMPOSING A TRANSACTIONS AND USE TAX FOR THE PURPOSE OF ADDRESSING THE HOMELESSNESS CRISIS AND REPEALING MEASURE H

CONTACT: ELIZABETH HAUSE, ASSISTANT TO THE CITY MANAGER

This Item was removed from the agenda at the request of the City Manager during Item E.

O. CITY MANAGER ITEMS - None

P. MAYOR AND COUNCIL ITEMS

The City Council discussed Agenda Item No. P.1, after No. J.1 1 – Public Comments, Non Agenda Items.

P.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE CHARTER REVIEW ADVISORY COMMITTEE'S RECOMMENDATIONS ON POSSIBLE CHARTER AMENDMENTS AND THE PREPARATION OF ASSOCIATED BALLOT MEASURES

Mayor Pro Tem Loewenstein invited Rolf Strutzenberg, Chair, Charter Review Advisory Committee (CRAC) to the podium and address the City Council regarding this item.

Rolf Strutzenberg, Chair, Charter Review Advisory Committee, discussed three items for which the CRAC has developed specific recommendations for changes to the City Charter language for the City Clerk, the method of having a City Attorney and inclusion of the School District in the Charter.

Chair Strutzenberg first provided information regarding the School Board District position. The CRAC wanted to have feedback from the School District and after several meetings by the CRAC, their finding was that having the School Board items described in the City Charter was extremely rare. The School Board presented a letter stating that no further action was recommended. The CRAC consensus was that the language be removed, detail regarding at-large member, and revert to the Education Code.

Chair Strutzenberg continued with the more complicated matter relating to the City Clerk's position. He stated that there are duties of the City Clerk that are described as "shall" are not currently being performed, and is in violation of the Charter. Duties relating to financial and accounting matters were to be moved under the prevue of the City Manager. In the past several attempt to modify such language was proposed in 1979, 1982, and 2001, and an advisory vote in 1999 to appoint the City Clerk, but has consistently failed. Currently, the goal was to bring the Charter into alignment with the current functions to resolve the violation of the Charter. He stated that after extensive conversation with City Clerk Manzano, there were substantial changes specifically to Paragraph F relating to key duties of financial matters.

In reply to Councilmember Behrendt's question regarding whether the City Clerk and City Manager agree to the proposed changes with respect to the City Clerk's duties, City Clerk Manzano confirmed speaking with the City Manager, agreeing to the proposed changes and discussed the need for checks and balances in regarding finance

CRAC Chair Strutzenberg explained that the requirements for a bachelor's degree go along with the five years of experience in accounting and in lieu of those, five years of City Clerk experience would suffice and agreed there are ways to add clarity to that language.

In response to Councilmember Obagi's question whether working as a Deputy City Clerk counts as acceptable experience, CRAC Chair Strutzenberg stated there was discussion about that and it was determined it does not count as acceptable experience. He added that relative to the School District being included in the Charter, the CRAC decided to leave it to the City Council to figure it out and that relative to splitting up the City Attorney position to a Civil Attorney and a Prosecutor, the Committee did not find that in existence in other charter cities and spoke about the City of San Diego considering moving in that direction.

Councilmember Obagi stated he favors splitting the City Attorney position to a Civil Attorney and a Prosecutor; commented on the Committee having challenges reaching conclusions; referenced Council's last direction to return with a conclusion about splitting the City Attorney position and favored City Council having a discussion and placing the matter on the ballot.

In reply to Councilmember Nehrenheim's question, City Clerk Manzano explained her duties include reviewing accounts payable and doing financial analysis using the information from the financial system.

CRAC Chair Strutzenberg added that the City Clerk's language in the Charter has not changed since the original Charter in 1949 with the exception of the eligibility for running for office.

City Clerk Manzano recalled that prior to her working for the City, the entire Finance Department, including the Finance Director, was under the City Clerk and the City Clerk oversaw it. However, when the Finance Department was placed under the City Manager, by approval of a City Council resolution. This happened after an election in approximately 2001, in which the proposed change, failed, but the City Council move forward to make the change.

Mayor Pro Tem Loewenstein briefly left the dais at approximately 8:00 p.m.

Councilmember Obagi briefly left the dais at approximately 8:10 p.m.

Mayor Pro Tem Loewenstein returned to the dais at 8:11 p.m.

Councilmember Obagi returned to the dais at 2:11 p.m.

City Attorney Webb added there was no way to interpret having an elected official be, "Under the direction of the City Manager" and discussed a history of the City Clerk's position, responsibilities and related changes to same. He stated that it is not that the City has not been following the City Charter, but rather that it "is

indecipherable what it means to have an elected City Clerk under the direction of the City Manager.” In his review of edits by previous attorney, there were no explanations. Based on a discussion when John Parson was on the City Council, and at that time, former City Manager Bill Workman, City Attorney Webb, and City Clerk Manzano were able to arrange so that the City Clerk had access to MUNIS Financial System and could then complete the duties.

During the City Attorney’s explanation and providing information. City Clerk Manzano also provided historical information that during the time she did not have access to the material and “the budget didn’t tie in”, the former City Manager directed the Finance Department Analyst to “fix it”, the Analyst then went to the City Clerk which resulted in her having access.

Councilmember Nehrenheim asked about the Committee’s consideration of other cities in terms of having an elected prosecutor and appointed City Attorney and CRAC Chair stated it was discussed as a possibility but, because there are no existing examples, the Committee did not take it further. He added that the Committee looked at what other cities have done; commented on the Committee’s discussion of moral turpitude noting the Committee did not find a better solution for moral turpitude and that the decision was to leave it as it is currently addressed in the Charter. Additionally, he addressed the definition of residency; talked about making the residency requirements consistent for the different elected offices and commented on the use of “publish” and support for actual and necessary expenditures for the School Board under the Education Code.

Councilmember Nehrenheim agreed with Councilmember Obagi that Council place the issue of splitting the City Attorney position in two, one as Prosecutor and the other as City Attorney on the ballot as well as whether these should be appointed or elected and mentioned updates for the City Treasurer’s office.

CRAC Chair Strutzenberg addressed next steps relative to the City Treasurer’s office.

Councilmember Kaluderovic mentioned if the item is to be included in the ballot, it should be on the November election versus the March election.

CRAC Chair Strutzenberg reported it can be on the March election.

City Attorney Webb reported it is not allowed to be on the March ballot, pursuant to Section 1415 of the Election Code; spoke about Consulting Counsel Colantuono’s opinion; commented on elected officials being Executive Level Employees and discussed scenarios where it could be included in the November ballot.

Mayor Pro Tem Loewenstein invited public comments on this item.

Bob Pinzler, via Zoom, reported that 473 out of 482 cities in California have an appointed City Attorney; added that out of the 100 top safest cities in California, only one (San Francisco) has an elected City Attorney; commented on challenges of an elected City Attorney injecting his/her own political opinions into his/her advice to Council; suggested Redondo Beach join all other Charter cities and appoint a City Attorney and commented on the matter of the School District being included in the Charter.

Diane Lewis, District 4, opined that an appointed City Attorney smacks of possible cronyism; believed an elected City Attorney is a way to keep maximum control to local voters and not the leanings of the City Council’s interests and spoke about increased costs in having an appointed City Attorney.

Vicki Edsel, District 3, opposed the Charter changes relative to the City Attorney position going from an elected position to an appointed position; believed that if it were an appointed position, the Mayor and City Council majority would appoint someone who would only work in their interests and Council would have the power to fire the City Attorney if he/she did not do what they demand.

Ron Maroko, District 3, CRAC Member, referenced CRAC Chair Strutzenberg’s recommendations; stated he was the dissenting vote on two of the three recommendations; spoke about the Committee’s vote relative to

the proposed City Attorney changes; provided a brief history of the issue including how it was voted down in past elections and encouraged Council to look at the 1999 ballot language; listed the pros and cons of having an elected versus appointed City Attorney; expressed concerns with the qualifications of the City Clerk requiring a bachelor's degree; felt it limits the pool of people qualified to run for the Office of City Clerk and opined Council needs to wait until the City Treasurer issue is brought forward to make it a more-rounded situation. He added that if someone wants to run for City Clerk, they should be allowed to run.

Discussion followed regarding there being no qualifications for the City Treasurer position.

Mayor Pro Tem Loewenstein stated that as written now, specifying 15 units of specific accounting classes, is very limiting; noted he has an MBA and does not have many of the classes listed and striking the language opens up the possibility of more people running and understood it was designed to shut people out.

Brad Waller, District 1, stated he saw this as a solution in search of a problem; spoke in support of having and elected City Attorney with the latitude to make independent and unbiased legal decisions; noted that citizens deserve someone who will protect the interests of the people and not just carry out the wishes of the City Manager and City Council and discussed reasons for keeping the current system.

Robert Moore, District 3, spoke about the recent District 3 community meeting; noted the consensus of attending residents was in support of having an elected City Attorney; pointed out that the matter was voted on before without success and discussed the need to save money.

Mayor Pro Tem Loewenstein explained this is not about having an elected or appointed City Attorney but giving the voters the option to choose and asked the City Clerk to address costs related to placing the item on the ballot for the November or March elections.

City Clerk Manzano referenced an election calculator published by the L.A. County Register Recorder; explained her methodology for estimating costs for two and three measures for both March and November 2024 elections. She provided that if there are 3 measures, the estimated cost was \$267,000 and for 2 measures, the estimated cost was \$252,000, for the March 2024 election. For a November 2024 election, 3 measures was estimated at \$225,000 and 2 measures was estimated at \$208,000. In response to Mayor Pro Tem Loewenstein, she stated that the November cost is lower because there are more agencies involved. She also estimated that if there was only 1 measure relating to the City Clerk, as asked by Mayor Pro Tem, it may be approximately a \$10,000-\$15,000 difference. 2:24

City Attorney Webb provided additional information regarding a March 2025 election option regarding the language for the position of Deputy at-will with no change to the City Clerk status.

Jim Light, District 1, voiced support for having an appointed City Attorney; noted cities are moving away from elected City Attorneys; expressed concerns regarding eligibility requirements for elected City Attorneys; suggested requiring experience in government law; felt the number of candidates is very limited when requiring that he/she live within the limits of Redondo Beach; agreed that an appointed City Attorney can be political and suggested a hybrid system where the City Manager gets to run a hiring process, recommend someone to Council and then Council would vote on the recommendations of the City Manager. He added that things have changed since 1999; spoke in support of letting the people decide; referenced the State Code of Ethics for City Attorneys to be followed by either appointed or elected City Attorneys and agreed with the idea, but felt the item needs more work relative to how to implement it.

Paul Moses, District 2, opposed placing this matter on the ballot; noted that every 20 years, the people vote against it; spoke about the City wasting time and money and opined that no one wants this.

Wayne Craig, District 1, referenced the School Board letter; alleged that if the City continues to allow the School Board to have at-large elections, Council may be exposing the City to potential liability and recommended removing the School Board from the Charter, keeping it separate from City Council. In addition,

he spoke about the City settling a big lawsuit regarding the AES site and wondered what was done with the money, noting he made a previous public records request which has not been addressed.

Mayor Pro Tem Loewenstein commented on the School Board staying with the City; noted there was a lawsuit to keep them away from the City relative to term limits; referenced comments about an elected City Attorney being a political position; stressed that the City Attorney's responsibility is to represent the City and offer sound legal advice to the City. From his point of view, Mayor Pro Tem Loewenstein felt this is an opportunity for the people to have a say.

City Attorney Webb pointed out that there is a check and balance in that if someone violates the Charter, it can be filed as a misdemeanor and presented case law examples.

Matt Kilroy, District 5, CRAC Member, asserted the Committee is filled with smart people who have done a tremendous amount of work; stated it is a balancing act for Council to decide how much to limit the pool of qualified candidates (City Clerk, City Attorney and City Treasurer) and how much to let the voters decide who is qualified and who is not. He did not appreciate the characterization and disagreed with CRAC Member Pinzler that there are no benefits to having an elected City Attorney. Committee Member Kilroy mentioned an incident when he was on Council and disagreed with the advice of the City Attorney. In response to a previous question by the City Council, he stated that they discussed the splitting of the City Attorney's position at length, however, he noted that the biggest issue the Committee had with splitting the City Attorney position into two, was cost; adding that the Committee felt the additional costs would not justify splitting the position into two.

Marian Butler, via Zoom, spoke about the people already having voted on the issue of an elected versus appointed City Attorney; commented on additional costs related to placing the item on the ballot, again; discussed risks in having an appointed City Attorney; talked about the great job done by the current City Attorney and urged Council to stop wasting time and energy on placing unnecessary items on the ballot and start working on the City's economy and giving increased attention to North Redondo Beach.

Brianna Egan, District 1, via Zoom, spoke about voter participation and elections in Redondo Beach; wondered if holding municipal elections in March of odd years is in the best interest of the City; referenced SB 415 which prohibits local governments from holding elections on dates other than Statewide election dates if doing so in the past has resulted in a significant decrease in voter turnout and asked that Council looks into SB 415 and move to even year elections in support of civic and voter participation and turnout.

Mayor Pro Tem Loewenstein referenced SB 415, noting the City sued the State and won.

City Clerk Manzano reported receiving 18 E-Comments related to the City Attorney position with 14 opposed, one neutral, two in support and one not commenting.

There were no other public comments on this item.

In reply to Councilmember Obagi's question, City Clerk Manzano reported language for the November 2024 ballot measure would be due the first week of August. Relative to splitting the City Attorney position, City Attorney Webb reported that the Long Beach model could be on the March election because the current Charter, for the City Attorney, specifically says the Council can remove prosecution and go the District Attorney's office.

Councilmember Obagi noted that Council has placed five measures of Charter amendments on the ballot; asserted the City does not do things recklessly; dispelled a comment regarding declining revenues; announced he favors the split model for the City Attorney; declared he sees no benefit to having an elected Civil Attorney considering the public does not see the advice of Civil Attorneys during Closed Sessions and agreed with the suggestion to have the Civil Attorney appointed by the City Manager and confirmed by City Council. He added that he favors having the issue on the ballot in November 2024; addressed costs and the

need for additional resources to oversee the City's civil and criminal cases as well as provide advice on matters; commented on the use of Outside Counsel; agreed with electing a City Prosecutor and proposed having three separate discussions on the three subjects and putting together ballot measures at a later time with direction to return with a report by June 2024.

Councilmember Obagi commented on the work of the CRAC; wondered what direction would be needed for the Committee to provide written advisements; asked whether the Committee has discussed extending City Councilmember limits to match Manhattan Beach practices and mentioned issues with the City Treasurer position and the possibility of Council discussing it rather than waiting on the CRAC.

Discussion followed regarding the status of CRAC discussions regarding the subject, inclusion of the School Board in the Charter and whether the Charter is consistent with the Education Code.

Councilmember Obagi reiterated that he would like separate discussions on the various subjects at a later time, with notice that the discussion will be in part, at least in part, about splitting the City Attorney position responsibilities into City Prosecutor and Civil City Attorney.

City Attorney Webb noted Council had indicated the consensus was not to put it on the ballot until November 2026, taking effect March or April of 2029 and explained the reason for not placing it on the November 2024 ballot.

Councilmember Obagi declared he does not favor removing the City Prosecutor from being elected and suggested a discussion as to when the effective date of that ballot measure should be, including putting it out to be effective 2029 in the election of 2026.

City Attorney Webb indicated the City is still short of an attorney and mentioned he cannot hire someone if the City Attorney's office would cease to exist if the City Attorney is appointed.

Councilmember Nehrenheim understood the CRAC taking its time; felt they have ideas to fix the City Treasurer position as well as other issues; suggested placing all on the November election and believed Council should wait for the CRAC to finish its work; added Council can then have a discussion regarding an appointed City Treasurer and elected City Prosecutor.

Discussion followed regarding considering all Charter amendments during the State election, engaging Consulting Counsel Colantuono only for the limited purpose of the actual Charter amendment, potential conflicts by splitting the City Attorney position into Civil and Prosecutor and having the Committee work with City Attorney Webb to develop appropriate language.

Motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, to direct the Charter Review Advisory Committee to return to Council with a report of all items that the Committee is currently discussing and that need to be on the November election by the first City Council meeting in April 2024, have City Council discussions in May 2024, regarding splitting the City Attorney position into City Prosecutor and Civil Attorney, revisions for the City Clerk position and the City Treasurer position, School Board revisions and term limits and that the CRAC rotate the Committee Chair.

Discussion followed regarding remaining issues to be addressed by the CRAC, having some of the amendments on the March ballot and the remainder on the November ballot, having the CRAC submit its report in April and Council discussing it in May, for the March 2025 election, regarding splitting the City Attorney position into City Prosecutor and Civil Attorney, revisions for the City Clerk position and the City Treasurer position, School Board revisions and term limits.

City Attorney Webb commented on the CRAC's discussion of the City Clerk position and the Deputy City Clerk position and addressed positions that are Civil Service protected as well as at-will.

Discussion continued regarding determining the effective dates of measures at the time Council discusses the item and options for Council to consider in terms of when measures take effect.

Councilmember Behrendt commended CRAC Chair Strutzenberg for his leadership and work on this item and agreed with the need to rotate Chairs.

City Attorney Webb stated he believed it was up to the Mayor to remove the Chair and he would need to circle back to Council.

In response to Councilmember Behrendt's questions, City Attorney Webb reported that he has come to favor the Long Beach model because the job of City Attorney is becoming more difficult on each end; referenced a PowerPoint presentation included in Blue Folder Items where he addressed special projects such as the homelessness issue; mentioned challenges in L.A. County; felt it makes sense to split the position and would provide a larger pool of candidates and opined that both positions should be elected positions. He added that with an elected City Attorney, the City would have the checks and balances it needs and he/she could handle simple litigation where particular expertise is not needed.

Councilmember Behrendt reported reading through the literature of the League of California Cities regarding this subject; noted it indicates that, "appointment by the City Council may create a more traditional employer/employee relationship and at times loyalty and reporting obligations may become blurred. Elected City Attorneys are likely to have a greater sense of duty to the public who they serve and who elected them. The relative independence of the elected City Attorney from the City Council, who after all cannot fire them, can also lead City Attorneys to be more direct and emphatic in communicating their legal advice. Although the elected City Attorney is accountable to the public for elections, the City, and not the public, is the City Attorney's client" and agreed with discussing the item at a later date.

Councilmember Nehrenheim recalled he asked for a report in August and then in September and Council did not receive it until now.

Discussion followed regarding asking for a substantive, written report from the CRAC and term limits begin open-ended.

Councilmember Kaluderovic confirmed that the motion will not prohibit the City Attorney from hiring and spoke about him needing to continue the homeless efforts.

Councilmember Obagi stated the report from the Committee could be bullet points, include conclusions and what the vote was and added the ballot language and resolution will be resolved by the City Attorney and staff.

Councilmember Obagi restated the motion for clarification that the Charter Review Advisory Committee develop conclusions to present to City Council by May 2024, that staff agendize separate discussions to place the Charter amendments on the March 2025 ballot including numerous Charter revisions regarding whether to split the City Attorney position into City Prosecutor and Civil Attorney, revisions for the City Clerk position and the City Treasurer position, School Board revisions, and term limits of Councilmembers.

The motion carried by the following roll call vote:

AYES: Behrendt, Kaluderovic, Obagi, Nehrenheim, Mayor Pro Tem Lowenstein
NOES: None
ABSENT: None
ABSTAIN: None

Motion carried, 5-0.

RECESS/RECONVENE

Mayor Pro Tem Nehrenheim called for a 5-minute recess at 9:55 p.m.

The meeting reconvened at 10:00 p.m.

ROLL CALL

Councilmembers Present: Behrendt, Kaluderovic, Mayor Pro Tem Loewenstein,

Councilmembers Absent: Obagi, Nehrenheim, Mayor Brand

Officials Present: Mike Webb, City Attorney
Mike Witzansky, City Manager
Eleanor Manzano, City Clerk

The City Council returned to Item No. K, and followed the rest of the agenda, as amended.

P.2. DISCUSSION AND CONSIDERATION OF MAYOR APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

There was no one from the public wishing to speak on this item.

Motion by Councilmember Nehrenheim, seconded by Councilmember Behrendt, to approve by voice vote the Mayor appointments to the various Boards and Commissions, as presented.

Motion carried, 5-0.

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Nehrenheim requested a BRR regarding Dispatchers, specifically moving 9 positions to 12 positions and increasing the number of supervisors/managers to 4 and asked for another BRR regarding the history and why the City pays for the electricity, lighting and infrastructure on the walk and bike path down at the beach.

R. RECESS TO CLOSED SESSION - None

R.1. CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:

Redondo Beach Professional and Supervisory Association, Redondo Beach City Employees Association, Teamsters, and Management & Confidential Employees

S. RECONVENE TO OPEN SESSION ADJOURNMENT - None

S.1. ADJOURN IN MEMORY OF JESSE MARTINEZ, 19 YEAR CITY EMPLOYEE.

The City Manager made brief comments and presentation and expressed that she will be missed.

S.2. ADJOURN IN MEMORY OF LAURIE KOIKE, 12 YEAR CITY EMPLOYEE.

The City Manager made brief comments and presentation and expressed he will be missed.

There being no further business to come before the City Council, motion by Councilmember Nehrenheim, seconded by Councilmember Obagi, to adjourn the meeting in Memory of Jesse Martinez, 19-year City Employee and Laurie Koike, 12-year City Employee, at 11:57 p.m., to an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. on Tuesday, November 14, 2023, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California. There being no objections, Mayor Pro Tem Loewenstein so ordered.

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

Respectfully submitted:

Eleanor Manzano, City Clerk



Minutes
Redondo Beach City
Council Tuesday,
December 19, 2023

Closed Session - Adjourned Regular Meeting 4:30 p.m.
Open Session –Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING (CANCELLED)

6:00 PM - OPEN SESSION - REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:00 p.m. by Mayor Pro Tem Loewenstein in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present: Councilmembers Behrendt, Kaluderovic, Nehrenheim, and Mayor Pro Tem Loewenstein

Councilmembers Absent: Councilmember Obagi and Mayor Brand

Officials Present: Eleanor Manzano, City Clerk
Mike Webb, City Attorney
Mike Witzansky, City Manager
Lucie Colombo, Chief Deputy City Clerk

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Pro Tem Loewenstein led the salute to the flag followed by a moment of silence.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

D.1. PRESENTATION BY LOS ANGELES COUNTY SUPERVISOR HOLLY J. MITCHELL TO THE CITY OF REDONDO BEACH FOR THE AWARD OF \$800,000 OF COUNTY GRANT FUNDING FOR EXPANSION OF THE CITY'S PALLET SHELTERS

Mayor Pro Tem Loewenstein announced that L.A. County Supervisor Holly J. Mitchell presentation would be briefly delayed as her Board of Supervisors Meeting is running late but she would be joining the meeting later tonight.

E. APPROVE ORDER OF AGENDA

City Manager Witzansky requested removing Agenda Item Nos. H.5. (only Sub-item 5) and H.12. from the agenda, as staff is waiting on the contracts and will return with those items on City Council's next meeting of January 9, 2024.

Councilmember Kaluderovic requested moving N.4. to right after Supervisor Mitchell's presentation. After brief discussion, the City Council will delay this item and at such time, reorder the agenda.

Motion by Councilmember Nehrenheim, seconded by Councilmember Kaluderovic, and approved by voice vote, to approve the agenda, as amended, continuing Agenda Items No. H.5. (Sub-item 5) and H.12 to January 9, 2024 and reordering the agenda so that Agenda Item No. N.4. is heard after Supervisor Mitchell's presentation.

Motion carried, Councilmember Obagi was absent.

F. AGENCY RECESS – None

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

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

Motion by Councilmember Kaluderovic, seconded by Councilmember Nehrenheim, and approved by voice vote to Receive and File Blue Folder Items.

Motion carried, 4-0-1. Councilmember Obagi was absent.

ANNOUNCEMENTS FROM CITY COUNCILMEMBERS

Councilmember Nehrenheim discussed the recent District 1 community meeting; cautioned residents about upcoming storms; announced the AES Powerplant will be permanently shut down on December 31, 2023 and wished everyone Happy Holidays.

Councilmember Kaluderovic reported she toured the Homeless Court and the Pallet Shelter; noted she attended the opening of the Diamond Street Bike Path; commented on Space Force celebrating its fourth anniversary and wished everyone Happy Holidays. Additionally, she reported attending Supervisor Mitchell's walk of the Metro ROW option and noted it was great to see so much support for the Hawthorne Boulevard option.

Councilmember Behrendt announced that the District 5 community meeting will be held January 4, 2024 and wished everyone Happy Holidays.

Mayor Pro Tem Loewenstein congratulated Councilmember Obagi on his recent marriage; reported attending the Diamond Street Bike Path and the tour of the Metro ROW with Supervisor Mitchell; spoke about the closure of the AES Powerplant and the event relating to the closure; invited residents to the ceremony at 2:00 p.m. and wished everyone Happy Holidays.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF DECEMBER 19, 2023.

CONTACT: ELEANOR MANZANO, CITY CLERK

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

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS

**CHECKS 29483-29511 IN THE AMOUNT OF \$38,597.58, PD. 12/8/23
DIRECT DEPOSIT 271748-272327 IN THE AMOUNT OF \$2,120,742.43, PD. 12/8/23
EFT/ACH \$8,191.86, PD. 10/27/23 (PP2322)
EFT/ACH \$413,710.48, PD. 10/30/23 (PP2322)
EFT/ACH \$8,191.86, PD. 11/9/23 (PP2323)
EFT/ACH \$8,058.52, PD. 11/24/23 (PP2324)
EFT/ACH \$410,834.04, PD. 11/29/23 (PP2323)
EFT/ACH \$417,402.63, PD. 12/8/23 (PP2324)**

ACCOUNTS PAYABLE DEMANDS

**CHECKS 111840-112094 IN THE AMOUNT OF \$3,077,878.60
EFT M.S. CONSTRUCTION MANAGEMENT GROUP \$183,825.00
EFT PALLET PBC \$300,057.41**

CONTACT: WENDY COLLAZO, FINANCE DIRECTOR

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

- 1. APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE FUNDING AGREEMENT WITH 1736 FAMILY CRISIS CENTER FOR SHELTER AND COUNSELING SERVICES PROGRAM IN AN AMOUNT NOT TO EXCEED \$12,664 FOR THE TERM OF JULY 1, 2023 THROUGH JUNE 30, 2024, WITH AN OPTION TO EXTEND THE TERM FOR TWO (2) YEARS.**
- 2. APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE FUNDING AGREEMENT WITH ST. PAUL'S UNITED METHODIST CHURCH FOR PROJECT NEEDS PROGRAM IN AN AMOUNT NOT TO EXCEED \$9,498 FOR THE TERM JULY 1, 2023 THROUGH JUNE 30, 2024, WITH AN OPTION TO EXTEND THE TERM FOR ONE (1) YEAR.**
- 3. APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE FUNDING AGREEMENT WITH VENICE FAMILY CLINIC FOR BEHAVIOR HEALTH SERVICES PROGRAM IN AN AMOUNT NOT TO EXCEED \$6,332 FOR THE TERM JULY 1, 2023 THROUGH JUNE 30, 2024, WITH AN OPTION TO EXTEND THE TERM FOR ONE (1) YEAR.**
- 4. APPROVE A VOTE CENTER FACILITY USE AGREEMENT AND THE ELECTION AND SAFETY PLANS FOR USE OF THE ALTA VISTA PARK COMMUNITY**

CENTER AND PERRY PARK TEEN CENTER WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR THE STATEWIDE MARCH 5, 2024 PRIMARY PRESIDENTIAL ELECTION AT NO COST TO THE CITY FOR THE TERM DECEMBER 19, 2023 THROUGH NOVEMBER 12, 2024.

- 5. THIS AGENDA ITEM WAS CONTINUED TO JANUARY 9, 2024, AT THE CITY MANAGER'S REQUEST.**

CONTACT: WENDY COLLAZO, FINANCE DIRECTOR

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

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.7. APPROVE THE INSTALLATION OF ALL-WAY STOP CONTROLS AT THE INTERSECTION OF FLAGLER LANE AND SPEYER LANE**

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.8. APPROVE AN AMENDMENT TO THE AGREEMENT WITH NICHOLS CONSULTING ENGINEERS, CHTD TO INCREASE THE NOT TO EXCEED AMOUNT BY \$319,750, FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$553,750, TO PREPARE PLANS, SPECIFICATIONS, AND ESTIMATES FOR THE RESIDENTIAL STREET REHABILITATION PROJECT**

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.9. ACCEPT AS COMPLETE THE REDONDO BEACH TRANSIT CENTER PROJECT, JOB NO. 20120 AND THE KINGSDALE AVENUE WIDENING PROJECT, JOB NO 41150 APPROVE AND AUTHORIZE THE CITY ENGINEER TO EXECUTE A FINAL CHANGE ORDER IN THE AMOUNT OF \$190,000 FOR THE WORK**

AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION FOR THE PROJECT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER AND RELEASE THE RETENTION PAYMENT UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED UPON THE PROJECT

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.10. THIS AGENDA ITEM WAS PULLED BY MAYOR PRO TEM LOEWENSTEIN FOR SEPARATE CONSIDERATION.**

- H.11. APPROVE EQUIPMENT AND LABOR COSTS WITH SOUTH COAST, EMERGENCY VEHICLE SERVICE FOR REPAIRS AND UPGRADES TO THE FIRE DEPARTMENT RESERVE LADDER TRUCK FOR AN AMOUNT NOT TO EXCEED \$97,348**

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

H.12. THIS AGENDA ITEM WAS CONTINUED TO JANUARY 9, 2024, AT THE CITY MANAGER'S REQUEST.

H.13. APPROVE THE PURCHASE OF ONE GAPVAX 2023 MC1309-3S3S COMBINATION VACUUM/JETTER (CNG) VEHICLE FROM PLUMBERS DEPOT INC. FOR USE BY THE PUBLIC WORKS DEPARTMENT FOR A TOTAL COST OF \$842,009.54

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

H.14. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ONWARD ENGINEERING, INC. FOR DESIGN SERVICES, AS-BUILT PREPARATION AND CONSTRUCTION SUPPORT SERVICES FOR THE INGLEWOOD AVENUE AT MANHATTAN BEACH BLVD INTERSECTION IMPROVEMENTS (SOUTHBOUND RIGHT TURN LANE) PROJECT, JOB NO. 40960, FOR AN AMOUNT NOT TO EXCEED \$44,163 FOR THE TERM ENDING DECEMBER 31, 2024

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

H.15. APPROVE AN AMENDMENT TO THE AGREEMENT WITH NC COMMUNICATIONS FOR LOW VOLTAGE CABLING, TELECOMMUNICATIONS AND DATA CENTER SERVICES FOR AN ADDITIONAL \$150,000 OF WORK, INCREASING THE TOTAL NOT TO EXCEED AMOUNT TO \$184,999, FOR THE EXISTING TERM THROUGH SEPTEMBER 18, 2025

CONTACT: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

H.16. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2312-136, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH CITY EMPLOYEES' ASSOCIATION, FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

H.17. APPROVE AN UPDATED PAY AND BENEFITS PLAN FOR THE MANAGEMENT AND CONFIDENTIAL EMPLOYEE GROUP

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2312-137, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, UPDATING THE PAY AND BENEFITS PLAN FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES

CONTACT: MIKE WITZANSKY, CITY MANAGER

H.18. APPROVE THE FINAL TRANSIT SERVICES STUDY REPORT FOR BEACH CITIES TRANSIT

CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

H.19. APPROVE AN AGREEMENT WITH MATRIX CONSULTING GROUP, LTD TO CONDUCT AN ORGANIZATIONAL ASSESSMENT OF THE COMMUNITY DEVELOPMENT DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$74,940 FOR THE TERM DECEMBER 19, 2023 TO JUNE 30, 2024

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

H.20. RECEIVE AND FILE THE MONTHLY UPDATE TO THE TWELVE-MONTH STRATEGIC PLAN OBJECTIVES ADOPTED BY CITY COUNCIL ON MAY 30, 2023

CONTACT: MIKE WITZANSKY, CITY MANAGER

Mayor Pro Tem Loewenstein pulled Agenda Item No. H.10, from the Consent Calendar for separate discussion.

Mayor Pro Tem Loewenstein invited public comments on the Consent Calendar.

There was no one wishing to speak in-person or via Zoom.

City Clerk Manzano announced eComments were received for Items No. H.18, in opposition and another for H.19, neutral.

Motion by Councilmember Nehrenheim, seconded by Councilmember Kaluderovic, and approve by voice vote, the amended Consent Calendar, as presented for Agenda Items H.1 – H.4, H.11, and H.13-H.20, except for Agenda Item No. H.10., which was pulled for separate discussion and Agenda Items Nos. H.5-(5) and H.12, which were continued until January 9, 2024.

Motion carried, 4-0-1. Councilmember Obagi was absent.

City Clerk Manzano read title to Resolution Nos. CC-2312-136 and CC-2312-137.

PUBLIC COMMENTS

Lina Carrillo, President, Redondo Beach Professional and Supervisory Association (PSA), noted that PSA is the only employee group to not have reached a new agreement; reported that PSA feels that the City's offer of a 15% addition to salary ranges fall short and does not achieve the market median shortfall; spoke about base salary ranges being the main drivers of retention, not total compensation; noted more than half of the items listed were prepared by PSA employees not the Department Heads listed under them and indicated City Council should question PSA's expertise and knowledge if they were to accept what the City is offering.

I. EXCLUDED CONSENT CALENDAR ITEMS

H.10. APPROVE CHANGES TO STREET SWEEPING HOURS ALONG THE SOUTH SIDE OF DIAMOND STREET BETWEEN PACIFIC COAST HIGHWAY AND DEL AMO STREET

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

Public Works Director Semaan and Traffic Engineer Lou presented details of the Administrative Report.

Mayor Pro Tem Loewenstein expressed concerns regarding negative comments of residents; spoke about residents complaining that students park in neighborhood streets during street sweeping hours and asked about efforts by the School District to ensure their parking lots are being used.

Mayor Pro Tem Loewenstein invited School Board Member Dan Elder to the podium.

School Board Member Elder addressed the Council; spoke about expensive parking spots noting they are well-utilized.

Mayor Pro Tem Loewenstein noted that most of the parking spots in the lower parking lot are empty.

School Board Member Elder reported that lot is for school staff and spoke about safety concerns with the lower parking lot.

Discussion followed regarding having the street sweepers start at 8:00 a.m., getting more input from residents and Councilmember Obagi and the possibility of creating a pilot program to determine effectiveness.

City Manager Wtizansky suggested approving the item as a pilot program or delaying it to January 16, 2024, for further discussion.

Mayor Pro Tem Loewenstein suggested delaying the change until the City Council meeting of January 16, 2024 and placing a start time of 8:00 a.m. on Mondays.

Councilmember Kaluderovic spoke about overflow parking in the Police lot; discussed a one-hour window where the street sweeper, Athens, can commit to working within that window instead of a three-hour window and commented on how the school serves the entire City.

Councilmember Nehrenheim voiced his support for the item.

Mayor Pro Tem Loewenstein invited public comments.

Lynn Bailey spoke about the lack of parking for students and residents; felt that Mondays at 8:00 a.m. is still early and urged City Council to institute permit parking on North Irena so that high school students are not allowed to park there.

Steve Bopp spoke about impacts on daily parking in the area around the high school; reported there is an unnecessary red curb between the auto shop and the science building that could provide additional parking; hoped City Council will leave things the way they are and consider residents versus the school district.

Public Works Director Semaan reported there are a variety of reasons for the red curb and offered to return to City Council to consider it as part of the assessment.

Wayne Craig believed increased community outreach is in order for this item; questioned why this item is being considered; felt people's ability to park in front of their own homes should be respected

and noted the need for further consideration.

Mayor Pro Tem Loewenstein spoke about parking overflow into surrounding areas especially during street sweeping days; discussed students needing to move their cars being disruptive and suggested having students move their cars after lunch as many seniors leave school then.

Public Works Director Semaan spoke about Athens not having flexibility in the middle of the day to have Athens return to finish their street sweeping tasks and explained the reason for the red curb between the auto shop and the science building.

Byung Cho, School Board Member, via Zoom, spoke in support of this item; noted this was a joint effort; discussed looking at other options.

City Clerk Manzano reported receiving nine eComments on this item, eight in support and one opposed.

There were no other public comments on this item.

Discussion followed regarding expanding notification for this item, helping residents, considering other options to parking and the possibility of having the school board issue a questionnaire to parents.

Councilmember Behrendt gave deference to District 2; agreed with expanding outreach and implementing a one-time pilot program and obtain additional community feedback.

Councilmember Nehrenheim felt the window of 7:00 a.m. to 8:00 a.m. could worsen the situation; commented on the possibility of Athens conducting street sweeping in the afternoon, when less students are at school and noted the need to be careful about impacting residents.

Councilmember Kaluderovic noted that students are also residents of the City and agreed to consider the matter as soon as possible.

Councilmember Behrendt agreed with continuing the matter to allow for Councilmember Obagi's attendance and input.

Motion by Mayor Pro Tem Loewenstein, seconded by Councilmember Kaluderovic, by voice vote, to table this item to the City Council meeting of January 16, 2024, expand outreach for this item to everyone living between Diamond and Cornelian from PCH to Juanita on both sides, narrow the window on Thursdays after lunch, investigate whether Mondays at 8:00 a.m. is feasible for Athens and obtaining additional input from residents and the School Board.

Motion carried, 4-0-1. Councilmember Obagi was absent.

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Joan Irvine, Keep the Esplanade Beautiful, asked that residents try to keep the Esplanade clean and beautiful during the holidays and invited the public to join them on January 6, 2024 for the year's first Saturday Sweep of the Esplanade.

Lina Carrillo, President, Redondo Beach Professional and Supervisory Union, stated they are the last remaining unit without a new contract; spoke about employees' commitment to their jobs, the City and residents; reported the City negotiator claimed the City has no retention issue with PSA employees; spoke about staff writing most of the Administrative Reports presented to Council as well as presenting data and analysis for Council to make informed decisions and noted PSA is committed to ensure a fair and competitive contract.

Kirsten Dossett, Executive Assistant to the Chief of Police and PSA Member, reported working for the City for almost ten years; addressed her duties and roles; asserted that her institutional knowledge and commitment to the City, as well as that of other PSA Members should be valued and not ignored and urged City Council to consider that she is worth more than 26% under market value and PSA Members are collectively worth more than 18% under market value.

Lauren Sablan, City Principal Engineer and PSA Member, discussed her duties and tasks; spoke about difficulties with recruiting and high department turnover and asked Council to give PSA a fair contract.

Holly Osborne, District 5, reported on her participation in the recent Metro ROW Walk; listed examples of misstatements in the DEIR; spoke about areas where flooding occurs; discussed the need to educate people and suggested inviting someone from the pipeline companies and BNSF to respond to detailed questions from Council and residents.

Niki Negrete-Mitchell, District 3, spoke about the Metro ROW Walk; thanked Councilmembers who attended; discussed the Hawthorne Boulevard option as the preferred option and noted the need to continue the conversation and keep residents engaged.

Wayne Craig, President of Rescue Our Waterfront, spoke about participating in the recent Metro ROW Walk; stated he was happy to meet Supervisor Holly Mitchell and for her support and commented in the upcoming closure of the AES Powerplant.

AGENDA ITEM D.1 MOVED OUT-OF-ORDER

City Clerk Manzano briefly interjected and announced that L.A. County Supervisor Holly Mitchell was on a brief recess from her Board meeting and was available. City Clerk Manzano introduced her via on Zoom.

Motion by Mayor Pro Tem Loewenstein, seconded by Councilmember Kaluderovic, to revise the agenda to return to Agenda Item No. D.1. (moved out-of-order) now to allow a presentation by Supervisor Holly Mitchell. Councilmember Kaluderovic requested that Agenda Item N.1 be taken out-of-order, at the conclusion of the public participation of Non-Agenda Items. There being no objections, Mayor Pro Tem Loewenstein so ordered.

City Council returned to Agenda Item No. D.1.

D.1 PRESENTATION BY LOS ANGELES COUNTY SUPERVISOR HOLLY J. MITCHELL TO THE CITY OF REDONDO BEACH FOR THE AWARD OF \$800,000 OF COUNTY GRANT FUNDING FOR EXPANSION OF THE CITY'S PALLET SHELTERS

L.A. County Supervisor Mitchell, briefly joined the meeting via Zoom, thanked residents for attending

her recent event; affirmed her support of the pallet shelter program; thanked the City for its leadership in this regard and spoke about a private entity who contacted her to provide additional funding for the project. Supervisor Mitchell excitedly presented and awarded the City of Redondo Beach \$800,000 of County Grant Funding for expansion of the program

Mayor Pro Tem Loewenstein thanked Supervisor Mitchell for her support and award to the City.

City Attorney Webb confirmed receiving additional funding for the balance of \$760,000 from a private entity referenced by Supervisor Mitchell and thanked her for her generosity and support.

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS - CONTINUED

Mayor Pro Tem Loewenstein returned to Agenda Item No. J.1 and continued with Public Participation.

Mayor Pro Tem Loewenstein invited public comments.

Nancy Skiba, District 4, via Zoom, invited residents to attend the RBPB upcoming seminar, "Run, Hide, Fight", about active shooter training, on January 6, 2024, from 10:00 a.m. to 12 noon at the Redondo Beach Performing Arts Center.

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

City Clerk Manzano reported receiving two eComments for Agenda Item No. J.1.

There were no other public comments.

AGENDA ITEM N.4 TAKEN OUT-OF-ORDER

Motion by Councilmember Behrendt, seconded by Councilmember Nehrenheim, and approved by voice vote to consider Agenda Item No. N.4, out-of-order, at this time.

Motion carried, 4-0-1. Councilmember Obagi was absent.

N.4 APPROVE A MASTER PRODUCT AND SERVICES AGREEMENT WITH PALLET PBC FOR THE PURCHASE OF TWENTY-FIVE (25) PALLET SHELTER UNITS FOR AN AMOUNT NOT TO EXCEED \$300,057.41 AND AUTHORIZE THE ADVANCEMENT OF A PORTION OF LA COUNTY PALLET SHELTER EXPANSION GRANT FUNDS TO COMPLETE THE PURCHASE

CONTACT: ELIZABETH HAUSE, ASSISTANT TO THE CITY MANAGER
JOY ABAQUIN, QUALITY OF LIFE PROSECUTOR
TED SEMAAN, PUBLIC WORKS DIRECTOR

City Attorney Webb presented details of the Administrative Report and announced that in addition to the County Grant funding (\$800,000) presented by Supervisor Mitchell the City received a contribution by Health Net and thanked South Bay COG Representative Ronson Chu and Councilmember Kaluderovic who worked on a separate grant proposal for mental health (\$768,000).

Mayor Pro Tem Loewenstein commented on the success of the program and hoped it would be copied in other municipalities.

Councilmember Behrendt asked about impacts to the Public Works yard and City Manager Witzansky reported the Public Works Department's operations will not be impacted further by the expansion of pallet shelters and addressed use of the underutilized Park-and-Ride lot at the Transit Center, creation of temporary fencing and screening and making the area safe and secure. He added that the space could conceivably create more maintenance area and noted no risks in the near future.

Councilmember Nehrenheim referenced comments made at the recent District 1 community meeting; questioned the long-term viability and asked about ownership of the pallet shelters.

City Attorney Webb reported the City does not yet have the terms of the MOUs; noted it is unspecified as to what would happen but asserted that in the past, money from the County that has not been used, goes back to the County to use elsewhere in the County.

Discussion followed regarding expansion of wrap-around services, availability of innovation funds, ensuring the City has control of the pallet shelters and surrounding services, ensuring the Public Safety Commission receives quarterly updates of pallet shelter operations/issues, risks of the pallet shelter attracting people experiencing homelessness from outside the City and challenges with addressing end of lines.

Councilmember Kaluderovic reported that she was contacted by a resident who reported a former neighbor was sleeping near the Seven-Eleven and wanted to ensure that he was housed; announced that he was housed at the pallet shelter and is doing well and asserted these are Redondo residents and neighbors who need help.

City Attorney Webb claimed that if the City does not expand the program, it will not receive the \$800,000 from Supervisor Mitchell or the \$768,000 from Health Net and reported on Edison requirements for electrical upgrades which will benefit the City in the long term.

At the request of Councilmember Kaluderovic, RBPD Chief Hoffman reported he has not seen significant calls based on the pallet shelter and felt that because of the pallet shelters, the Police Department is not getting calls that they would otherwise have to handle, were the pallet shelter not be there.

Mayor Pro Tem Loewenstein invited public comments on this item.

Wayne Craig commented on the success of the program; spoke favorably regarding Housing Navigator Lila Omura; suggested that City Council consider a succession plan going forward and noted the cost to the City is minimal, considering how many people have been helped.

City Clerk Manzano announced receiving one eComment in opposition to the item.

Bowden Allen, Student at Redondo Union High School, spoke in support of the item.

There were no other public comments on this item.

Discussion followed regarding the deadline for the MOU with Los Angeles County.

City Attorney Webb spoke about the need to have MOUs in place prior to obtaining the funding;

Motion by Councilmember Nehrenheim to approve A MASTER PRODUCT AND SERVICES AGREEMENT WITH PALLET PBC FOR THE PURCHASE OF TWENTY-FIVE (25) PALLET SHELTER UNITS FOR AN AMOUNT NOT TO EXCEED \$300,057.41 AND AUTHORIZE THE ADVANCEMENT OF A PORTION OF LA COUNTY PALLET SHELTER EXPANSION GRANT FUNDS TO COMPLETE THE PURCHASE, direct staff to return with a quarterly status report to City Council as well as the Public Safety Commission, list who is responsible for what services and how many people have been helped and ensure MOUs are signed for wrap-around services and all the services surrounding the pallet shelter program.

Substitute motion by Councilmember Kaluderovic, seconded by Councilmember Behrendt, to approve by roll call vote, A MASTER PRODUCT AND SERVICES AGREEMENT WITH PALLET PBC FOR THE PURCHASE OF TWENTY-FIVE (25) PALLET SHELTER UNITS FOR AN AMOUNT NOT TO EXCEED \$300,057.41 AND AUTHORIZE THE ADVANCEMENT OF A PORTION OF LA COUNTY PALLET SHELTER EXPANSION GRANT FUNDS TO COMPLETE THE PURCHASE and have an MOU in place before starting construction.

The motion carried with the following roll call vote:

AYES: Behrendt, Kaluderovic, Nehrenheim, Mayor Pro Tem Lowenstein
NOES: None
ABSENT: Obagi
ABSTAIN: None

Motion carried, 4-0-1.

City Council returned to the Agenda order, Agenda Item No. K.

K. EX PARTE COMMUNICATIONS

Councilmember Behrendt reported speaking with City staff regarding Item No. L.1.

L. PUBLIC HEARINGS

L.1. PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2024 ANNUAL REPORT OF THE RIVIERA VILLAGE BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD AND THE LEVYING OF AN ASSESSMENT FOR FISCAL YEAR 2024

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2312-133, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CONFIRMING THE 2024 REPORT OF THE RIVIERA VILLAGE BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD AND LEVYING AN ASSESSMENT FOR FISCAL YEAR 2024

PROCEDURES:

A. OPEN THE PUBLIC HEARING, TAKE TESTIMONY;

B. CLOSE THE PUBLIC HEARING; AND

C. ADOPT RESOLUTION NO CC-2312-133

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

Motion by Councilmember Kaluderovic, seconded by Councilmember Nehrenheim, approved by voice vote to open the public hearing.

Motion carried, 4-0-1. Councilmember Obagi was absent.

There being no objections, Mayor Pro Tem Loewenstein so ordered the Public Hearing open.

Mayor Pro Tem Loewenstein left the Chambers at 8:00 p.m. and returned to the dais at 8:02 p.m.

Senior Management Analyst Dave Charobee introduced the item and deferred to Alan Sanford, President, Riviera Village BID.

Alan Sanford, President, Riviera Village BID, narrated a PowerPoint presentation with an update of the Riviera Village BID, the proposed assessment, 2023 accomplishment and parklets.

Councilmember Nehrenheim spoke favorably regarding the work of the BID and thanked Mr. Sanford for his involvement and participation.

Mayor Pro Tem Loewenstein invited public comments on this item.

Joan Irvine, District 1, spoke favorably about the BID and its work in Riviera Village and commented on having permanent, retractable bollards.

There were no other public comments.

Motion by Councilmember Nehrenheim, seconded by Councilmember Behrendt, to close the public hearing. There being no objections, Mayor Pro Tem Loewenstein so ordered.

Motion by Councilmember Nehrenheim, seconded by Mayor Pro Tem Loewenstein, to ADOPT BY TITLE ONLY RESOLUTION NO. CC-2312-133, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CONFIRMING THE 2024 REPORT OF THE RIVIERA VILLAGE BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD AND LEVYING AN ASSESSMENT FOR FISCAL YEAR 2024 and direct staff to move forward with a multi-year agreement, raise BID fees and return for City Council's consideration by August 2024.

The motion carried with the following roll call vote:

AYES: Behrendt, Kaluderovic, Nehrenheim, Mayor Pro Tem Lowenstein
NOES: Obagi
ABSENT: None
ABSTAIN: None

Motion carried, 4-0-1.

City Clerk Manzano read title to Resolution No. CC-2312-133.

Councilmember Behrendt left the Chambers at 8:12 p.m. and returned to the Chambers at 8:13 p.m.

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS – None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING A PREFERENTIAL PARKING ZONE IN THE SOUTHERLY PORTION OF THE 500 BLOCK OF N. GERTRUDA AVENUE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2312-134, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CREATING A PREFERENTIAL PARKING ZONE FOR THE RESIDENCES ABUTTING THE SOUTHERN 400 FEET OF THE 500 BLOCK OF N GERTRUDA AVENUE, SUBJECT TO OBTAINING A COASTAL DEVELOPMENT PERMIT; AND ESTABLISHING THE TIME LIMITS OF THE PREFERENTIAL PARKING ZONE AS FROM 8:00 AM TO 6:00 PM, MONDAY THROUGH FRIDAY

DIRECT STAFF TO PREPARE A COASTAL DEVELOPMENT PERMIT APPLICATION FOR THE PREFERENTIAL PARKING ZONE AND SUBMIT IT TO THE CALIFORNIACOASTAL COMMISSION FOR CONSIDERATION OF APPROVAL

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

Traffic Engineer Ryan Lou narrated a PowerPoint presentation with details of the Administrative Report.

Discussion followed regarding the need for Coastal Commission approval, preferential parking time limits and opposition to preferential parking zones by nearby businesses.

Councilmember Nehrenheim left the Chambers at 8:18 p.m. and returned to the Chambers at 8:22 p.m.

Mayor Pro Tem Loewenstein invited public comments.

Cathy Elliot, via Zoom, spoke in support of the item.

Brad Horne noted nearby businesses have plenty of parking; explained challenges with auto shops parking in the public streets; discussed the Coastal Commission and beach access and reported they often do not leave their house for fear there will be no parking upon return.

Mayor Pro Tem Loewenstein encouraged residents to address the Coastal Commission regarding this matter.

Carl congratulated the City for the closure of the AES Powerplant and its work with the homeless; confirmed issues with auto shops parking client cars in public streets and at times, he does not leave his house because he is afraid there will be no parking when he returns.

Discussion followed regarding the possibility of modifying the auto shops' operating permits to prohibit parking client vehicles on public streets, loss of spaces by delineating street parking spaces and difficulties related to limiting parking on public streets.

Mayor Pro Tem Loewenstein explained the City is at the mercy of the Coastal Commission and encouraged residents to contact them and make their case.

In reply to Councilmember Behrendt, Public Works Director Semaan addressed the timeline in preparing a permit application for the Coastal Commission; noted that it will depend on the Coastal Commission's schedule; felt the City could make a strong argument before the Coastal Commission upon direction from City Council and asserted it will not hurt the City's credibility with the Coastal Commission.

Mike Brown noted problems accelerated once Range Rover moved into the area and sometimes they can get aggressive.

Councilmember Kaluderovic spoke against the privatization of public parking.

Mike Brown noted problems accelerated once Range Rover moved into the area and sometimes they can get aggressive.

Motion by Mayor Pro Tem Loewenstein, seconded by Councilmember Behrendt, to ADOPT BY TITLE ONLY RESOLUTION NO. CC-2312-134, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CREATING A PREFERENTIAL PARKING ZONE FOR THE RESIDENCES ABUTTING THE SOUTHERN 400 FEET OF THE 500 BLOCK OF N GERTRUDA AVENUE, SUBJECT TO OBTAINING A COASTAL DEVELOPMENT PERMIT; AND ESTABLISHING THE TIME LIMITS OF THE PREFERENTIAL PARKING ZONE AS FROM 8:00 AM TO 6:00 PM, MONDAY THROUGH FRIDAY and DIRECT STAFF TO PREPARE A COASTAL DEVELOPMENT PERMIT APPLICATION FOR THE PREFERENTIAL PARKING ZONE AND SUBMIT IT TO THE CALIFORNIA COASTAL COMMISSION FOR CONSIDERATION OF APPROVAL.

The motion carried with the following roll call vote:

AYES: Behrendt, Nehrenheim, Mayor Pro Tem Lowenstein
NOES: Kaluderovic
ABSENT: Obagi
ABSTAIN: None

Motion carried, 3-1-1.

Mayor Pro Tem Loewenstein offered to draft an email to the Coastal Commission in this regard.

City Clerk Manzano read title to Resolution No. CC-2312-134.

Councilmember Kaluderovic left the Chambers at 8:32 p.m.

N.2. DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED CANNABIS LICENSING APPLICATION PROCESS AND ASSOCIATED SALES TAX RATES

CONTACT: ELIZABETH HAUSE, ASSISTANT TO THE CITY MANAGER

City Manager Witzansky thanked Elizabeth Hause for her work on this item.

Assistant to the City Manager Hause narrated a PowerPoint presentation with details of the Administrative Report.

Councilmember Kaluderovic returned to the Chambers at 8:35 p.m.

Discussion followed regarding police activity related to licensed cannabis retail operations, advancing the item forward and benefits to the community.

Councilmember Behrendt spoke about potential legal liabilities; talked about the need for a written, legal review by the City Attorney; suggested taking the time to allow for the legal review and for Councilmember Obagi to be in attendance.

Councilmember Nehrenheim felt Council can move forward in different areas; agreed with setting sales tax rates at 5%; spoke about setting a tax rate for cultivation; discussed benefits of having a property requirement; referenced the Community Benefit Plan implemented by the City of Montebello and integration into the community; addressed having an appeals process and a blackout period and talked about waiting in terms of cannabis delivery and the application process until after the retail process is addressed.

Councilmember Nehrenheim noted the need to move forward with retail to squeeze out the illegal market; narrated slides illustrating a retail operation in another City and addressed the need for a Community Benefit Plan.

In response to Councilmember Nehrenheim's question, Assistant to the City Manager Hause discussed bond requirements and having TR West review the City's proposed processes for consistency and clarify.

Mayor Pro Tem Loewenstein invited public comments.

Motion by Councilmember Nehrenheim, seconded by Mayor Pro Tem Loewenstein, to receive and file documents submitted by Joan Irvine. There being no objections, Mayor Pro Tem Loewenstein so ordered.

Joan Irvine, District 1, referenced a suspension of Councilmember Obagi for misappropriation of funds belonging to a client, who happened to be in the cannabis industry as well as dealings with other cannabis-related clients and asserted Councilmember Obagi cannot be impartial and should recuse himself from any official cannabis discussion or vote in Redondo Beach. Additionally, she opined Councilmember Nehrenheim should also recuse himself as he received money for his reelection campaign from a lobbyist for a cannabis company that initiated the Councilmember Obagi recall effort. She stated she was pleased the City was moving forward with this matter; preferred not having a property and suggested a tax rate of 3%.

Jonatan Cvetko, District 1, thanked Elizabeth Hause for her work on this item; spoke about California having a failing cannabis industry; claimed there is a systemic problem with the industry, currently; spoke about SB 1186; discussed establishing a separate tax rate for medical versus recreational use; agreed with Councilmember Behrendt in terms of needing a legal opinion and urged Council to start with the cannabis delivery process and set a tax rate.

Wayne Craig spoke about the spread of misinformation and ignoring libelous comments from the public.

Councilmember Nehrenheim left the Chambers at 9:37 p.m. and returned to the Chambers at 9:38 p.m.

City Attorney Webb reported reaching out to the League of California Cities and reviewed many of their documents; confirmed SB 1186 goes into effect January 1, 2024; talked about consistency in policies and ordinances; felt it would be beneficial to hire a consultant before the legal opinion to have their thoughts in place so the City can be specific on whether to change the ordinances or the policies and offered to return in early March with a written report from him.

Discussion followed regarding setting a hierarchy of priorities, developing an appropriate tax rate in the current environment, having staff focus on the cannabis delivery application process, cannabis being an area that is fraught with litigation and getting best practices in place.

City Treasurer Solomon stated that in terms of retail businesses, taxes are being levied and the retail businesses are not paying them or are in arrears in order to survive and suggested using METRIC for seed-to-sale tracking where data is delineated by zip code to generate sale tax reports and identify those businesses that are in arrears or not paying taxes for suspension of their permits or their CUPs.

In response to Councilmember Kaluderovic's question, City Manager Witzansky reported the sales tax rate would be set by resolution.

Discussion followed regarding the pros and cons of cannabis delivery in the City.

Motion by Councilmember Nehrenheim, seconded by Mayor Pro Tem Loewenstein, to direct staff to return with a contract with TR West for the full scope of reviewing the cannabis ordinance and the application process and to create a resolution on cannabis sales tax on retail and delivery at 5% and direct the City Attorney to return with a written report by March 4, 2024.

The motion carried with the following roll call vote:

AYES: Behrendt, Kaluderovic, Nehrenheim, Mayor Pro Tem Lowenstein
NOES: None
ABSENT: Obagi
ABSTAIN: None

Motion carried, 4-0-1.

Councilmember Behrendt commented on buffer maps an ensuring there is no cannabis shop in the heart of the TRW Tract and expressed concerns about having cannabis on Artesia between Aviation Way and the green belt and felt Manhattan and Inglewood would be a better location.

Discussion followed regarding continuing the conversation about modifying buffer areas when the whole Council is in attendance.

Councilmember Nehrenheim expressed concerns that changes to one area will affect other areas in the City and did not agree with considering changes to the buffer areas.

City Attorney Webb responded to question and concerns.

It was briefly discussed to continue this discussion when Councilmember Obagi is present.

Motion by Councilmember Behrendt, seconded by Councilmember Kaluderovic, to direct staff to include a discussion to review of the buffer map(s) and follow up with the cannabis.

The motion carried with the following roll call vote:

AYES: Behrendt, Kaluderovic, Mayor Pro Tem Lowenstein
NOES: Nehrenheim
ABSENT: Obagi
ABSENT: None

Motion carried, 3-1-1.

N.3. DISCUSSION AND POSSIBLE ACTION REGARDING RECOMMENDATION TO APPROVE ASSIGNMENTS OF GENERAL FUND BALANCE FOR THE FISCAL YEAR 2022-23, WHICH ENDED JUNE 30, 2023

ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2312-135, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING THE RE-BUDGETING OF DEPARTMENTAL CARRYOVER REQUESTS AND CARRYOVER UNEXPENDED BALANCES AS OF JUNE 30, 2023 FOR DONATIONS, GRANTS, AND CAPITAL PROJECTS

CONTACT: WENDY COLLAZO, FINANCE DIRECTOR

City Manager Witzansky introduced and presented highlights of the item and deferred to Finance Director Collazo for a report.

Finance Director Collazo narrated a PowerPoint presentation summarizing revenue and

expenditure performances, impacts of COVID-19 on property taxes in 2020/2021, General Fund constraints outline and the resulting remaining available unassigned balance and next steps.

Discussion followed regarding evaluation of the midyear 2023/2024 mid-year budget, rising utility costs, sales and property tax performance, tracking expenditure and revenue performances, CIP spending,

There were no public comments regarding this item.

Motion by Councilmember Nehrenheim, seconded by Councilmember Kaluderovic, to ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2312-135, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING THE RE-BUDGETING OF DEPARTMENTAL CARRYOVER REQUESTS AND CARRYOVER UNEXPENDED BALANCES AS OF JUNE 30, 2023 FOR DONATIONS, GRANTS, AND CAPITAL PROJECTS.

The motion carried with the following roll call vote:

AYES: Behrendt, Kaluderovic, Nehrenheim, Mayor Pro Tem Lowenstein
NOES: None
ABSENT: Obagi
ABSTAIN: None

Motion carried, 4-0-1.

City Clerk Manzano read title to Resolution No. CC-2312-135.

N.4. THIS AGENDA ITEM WAS TAKEN OUT-OF-ORDER AND MOVED UP AFTER J.1 – PUBLIC PARTICIPATION NON-AGENDA ITEMS.

O. CITY MANAGER ITEMS

City Manager Witzansky thanked members of the website subcommittee and the citizens group who tested it and announced the plan is to go live in early January and reminded the public about City Hall closures during the Holidays.

P. MAYOR AND COUNCIL ITEMS - None

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Nehrenheim referenced the anti-camping ordinance around the pallet shelter; asked that it be included for the Project Moonstone location as well as its status and including the no-smoking ordinance and consideration of a privacy fence around the perimeter. Additionally, he requested an update on the sailing program.

Mayor Pro Tem Loewenstein reported the City budgeted, over two years ago, money for refurbishing the Perry Park Teen Center and requested an update on the project as well as regarding Alta Vista play equipment.

R. RECESS TO CLOSED SESSION - None

S. RECONVENE TO OPEN SESSION ADJOURNMENT – None

The Closed Session meeting was cancelled.

T. ADJOURNMENT – 10:38 p.m.

There being no further business to come before the City Council, motion by Councilmember Kaluderovic, seconded by Councilmember Nehrenheim, to adjourn the meeting at 10:38 p.m., to a Regular meeting to be held at 6:00 p.m. on Tuesday, January 9, 2024, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

There being no objections, Mayor Pro Tem Loewenstein so ordered.

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

Respectfully submitted,

Eleanor Manzano, City Clerk



Administrative Report

H.4., File # 24-0078

Meeting Date: 1/23/2024

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

TITLE

REGRETFULLY ACCEPT THE RESIGNATION OF COMMISSIONER SUSAN LAPIN FROM THE PUBLIC ART COMMISSION AND AUTHORIZE THE CITY CLERK TO POST THE VACANCY

EXECUTIVE SUMMARY

On January 11, 2024 Commissioner Lapin notified the City of the necessity to resign her position effective immediately due to personal reasons.

BACKGROUND

Commissioner Lapin was appointed to the Public Art Commission on October 1, 2020 for a term ending September 30, 2024.

ATTACHMENT

- Commissioner Lapin - Resignation Letter

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: [REDACTED]

Sent: Thursday, January 11, 2024 3:32 PM

To: Bill Brand <Bill.Brand@redondo.org>

Cc: Cameron Harding <Cameron.Harding@redondo.org>; Gary Margolis <Gary.Margolis@redondo.org>; Eleanor Manzano <Eleanor.Manzano@redondo.org>

Subject: Resignation from the City of Redondo Beach Public Art Commission

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Dear Mayor Brand,

Unfortunately, I find that personal and family obligations now preclude me from being able to complete the final year of my second term on the Public Art Commission. Therefore, it is with deep regret that I hereby formally submit my resignation, effective January 25, 2024.

It has been my great pleasure and privilege to serve on the Public Art Commission. I wish continuing success to the Commission as they move forward with their mission to bring art and beauty to our City than we love.

Sincerely,

Susan Lapin

Susan Lapin

“The time has come,
the Walrus said, to talk
of many things: of shoes
and ships and sealing wax,
of cabbages and kings.”

~ Lewis Carroll



Administrative Report

H.5., File # 24-0075

Meeting Date: 1/23/2024

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

TITLE
EXCUSED ABSENCES FROM VARIOUS COMMISSION AND COMMITTEE MEETINGS

EXECUTIVE SUMMARY

<u>Commissioner/Member</u>	<u>Board/Commission/Committee</u>	<u>Meeting Date</u>
Craig Funabashi	Public Works & Sustainability	January 22, 2024
Leslie Chrzan	Harbor	March 11, 2024

On January 12, 2024, the City Clerk received notification from Commissioner Funabashi, requesting an excused absence for the January 22, 2024, Public Works & Sustainability Commission Meeting for personal reasons.

On January 14, 2024, the City Clerk received notification from Commissioner Chrzan, requesting an excused absence for March 11, 2024, Harbor Commission Meeting for personal reasons.

BACKGROUND

As of September 3, 2019, the City Council authorized the City Clerk to revise the policy pertaining to requests for excused absences, whereby Board Members and Commissioners are required to communicate impending absences directly to the City Clerk for processing.

Pursuant to Sec 2-9.107 of Redondo Beach Municipal Code in order for absences from regular meetings of City Commissions to be considered excused absences, permission must be requested from the City Council and approval must be expressed in the official minutes of the Council.

APPROVED BY:
Eleanor Manzano, City Clerk

FISCAL IMPACT
None



Administrative Report

H.6., File # 24-0021

Meeting Date: 1/23/2024

To: MAYOR AND CITY COUNCIL
From: WENDY COLLAZO, FINANCE DIRECTOR

TITLE

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE AN AGREEMENT WITH ZOHO CORPORATION TO RENEW LICENSING FOR HELPDESK SOFTWARE WITH IT ASSET MANAGEMENT FOR AN AMOUNT NOT TO EXCEED \$18,616 FOR THE TERM JANUARY 23, 2024 THROUGH JUNE 30, 2025
2. APPROVE AN AGREEMENT WITH CIVICPLUS, LLC FOR THE MONSIDO TOOL TO SCAN THE CITY'S WEBSITE FOR BROKEN LINKS, MISSPELLINGS, AND ADA COMPLIANCE TO IMPROVE WEBSITE ACCESSIBILITY AND EFFICIENCY FOR AN AMOUNT NOT TO EXCEED \$28,727 FOR THE TERM JANUARY 1, 2024 THROUGH JANUARY 31, 2025, WITH THREE AUTOMATIC ONE-YEAR RENEWALS
3. APPROVE A SIGNATURE AUTHORITY CERTIFICATE AND REVISED TRUE LEASE SCHEDULE FOR DELL WORKSTATIONS PREVIOUSLY APPROVED BY THE CITY COUNCIL ON JULY 23, 2023 WITH DELL FINANCIAL SERVICES, LLC TO REVISE THE COMMENCEMENT DATE TO FEBRUARY 1, 2024 AND EXTEND THE TERM TO JANUARY 31, 2028 AT NO COST TO THE CITY
4. APPROVE AN AGREEMENT WITH FOSTER & FOSTER CONSULTING ACTUARIES, INC. FOR PREPARATION OF AN ACTUARIAL VALUATION THAT IS REQUIRED EVERY TWO YEARS FOR OTHER POST-EMPLOYMENT BENEFITS (OPEB) AND GASB 75 REPORTING IN AN AMOUNT NOT TO EXCEED \$26,500 FOR THE TERM JANUARY 23, 2024 THROUGH DECEMBER 31, 2025
5. APPROVE A RESERVIST LOCATION FACILITY USE AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR USE OF THE AVIATION GYM DANCE ROOM FOR THE MARCH 5, 2024 PRIMARY PRESIDENTIAL ELECTION FOR THE TERM FEBRUARY 24, 2024 TO MARCH 5, 2024 AND FOR THE NOVEMBER 5, 2024 GENERAL ELECTION FOR THE TERM OCTOBER 26, 2024 TO NOVEMBER 5, 2024 AT NO COST TO THE CITY

EXECUTIVE SUMMARY

Approve Contracts Under \$35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Zoho Corporation
- Insurance - Zoho Corporation
- Agmt and Insurance - CivicPlus, LLC
- Signature Authority Certificate - Dell Financial Services, LLC
- True Lease Schedule - Revised - Dell Financial Services, LLC
- True Lease Schedule and Master Lease Agreement - Previously Approved - Dell Financial Services, LLC, July 23, 2023
- Insurance - Dell Financial Services, LLC
- Agmt and Insurance - Foster & Foster Consulting Actuaries, Inc.
- Agmt - Los Angeles County Registrar-Recorder County Clerk



SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT, (this “**Agreement**”), is made and entered into as of January 23, 2024 (“**Effective Date**”) by and between **Zoho Corporation** a California corporation having its principal place of business at 4141 Hacienda Drive, Pleasanton, CA 94588 including its parent Zoho Corporation Pvt. Ltd. and affiliates (together hereinafter “Zoho”) and the City of Redondo Beach, a chartered municipal corporation having its principal place of business at 415 Diamond Street, Redondo Beach, CA 90277. (“**Licensee**”).

1. **License Grant:**

Perpetual License: Upon payment of the applicable license fees, Zoho grants Licensee a non-exclusive, non-transferable, perpetual, world-wide license to Use the software products specified in Exhibit A (“Licensed Software”) including user documentation that Licensee has downloaded from or received on media provided by Zoho, including all updates, where applicable, provided that such access and Use of the Licensed Software is in accordance with the Single Installation License granted by Zoho. Minor Releases and major releases to the Licensed Software will be provided as part of maintenance and support. “Use” means installing, executing or displaying the Licensed Software. “Single Installation License” means that license keys provided to Licensee shall not be used for more than one concurrent Use.

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To continue using the Licensed Software beyond the Subscription Period, Licensee must renew the license at least 10 days before the expiry of the Subscription Period. As part of the Subscription License, all updates, upgrades, email support for problem reporting and online access to product documentation to the Licensed Software will be provided to Licensee at no additional cost during the Subscription Period.

- 2. Third Party Products:** The Licensed Software may contain software which originated with third party vendors and without limiting the general applicability of the other provisions of this Agreement, Licensee agrees that (a) the title to any third party software incorporated in the Licensed Software shall remain with the third party which supplied the same; and (b) Licensee will not distribute any such third party software available with the Licensed Software, unless the license terms of such third party software provide otherwise.



3. Restrictions on Use: In addition to all other terms and conditions of this Agreement, Licensee shall not:

- (i) install one copy of the Licensed Software on more than one server or machine;
- (ii) remove any copyright, trademark or other proprietary notices from the Licensed Software or its copies;
- (iii) make any copies except for one back-up or archival copy, for temporary emergency purpose;
- (iv) rent, lease, license, sublicense or distribute the Licensed Software or any portions of it on a standalone basis or as part of Licensee's application;
- (v) modify or enhance the Licensed Software;
- (vi) decompile or disassemble the Licensed Software.
- (vii) allow any third parties to access, use or support the Licensed Software except employees, contractors, consultants or other third parties engaged by Licensee to do any of the foregoing on behalf of or for the benefit of Licensee.

4. Technical Support:

Perpetual License: Upon payment of annual maintenance and support fee, Zoho provides support that includes email support for problem reporting, product updates, and online access to product documentation.

Subscription License: Zoho provides support that includes email support for problem reporting, product upgrades, updates, and online access to product documentation during the Subscription Period.

5. Updates and Security Patches: Zoho provides updates and security patches to the Licensed Software. Licensee shall be responsible to promptly install such updates and security patches for optimal performance of the Licensed Software and to avoid any security exploitations through the Licensed Software. Further, it is the Licensee's responsibility to (a) periodically check and adhere to the security best practices guidelines and configure the Licensed Software as suggested in the security recommendations page for the Licensed Software; and (b) provide correct contact information in order to receive security related alerts and recommendations from Zoho.

In cases where Zoho has announced End of Support for a particular version of the Licensed Software, no updates or security patches will be provided by Zoho after the End of Support date. "End of Support" means that the relevant version of the Licensed Software will no longer be supported by Zoho after the date specified.

Emergency Mitigation Mechanism: In order to mitigate critical security vulnerabilities in the Licensed Software, the Licensed Software may periodically check for and download available Emergency Mitigations and automatically apply them for the Licensee. Licensee understands that Zoho will not provide any additional notice or obtain Licensee's prior permission before automatically applying such Emergency Mitigations. "Emergency Mitigations" are temporary interim fixes that modify configuration settings or disable the affected features or functionalities to mitigate security vulnerabilities until the corresponding security patches are installed.



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- 7. Audit:** Zoho has the right to audit Licensee's Use of the Licensed Software by providing at least seven (7) days prior written notice of its intention to conduct such an audit at Licensee's facilities during normal business hours.
- 8. Confidentiality:** The Licensed Software contains proprietary information of Zoho and Licensee hereby agrees to take all reasonable efforts to maintain the confidentiality of the Licensed Software. Licensee agrees to reasonably communicate the terms and conditions of this Agreement to those persons employed by Licensee who come into contact with or access the Licensed Software, and to use reasonable efforts to ensure their compliance with such terms and conditions, including but not limited to, not knowingly permitting such persons to use any portion of the Licensed Software for a purpose that is not allowed under this Agreement.
- 9. Warranty Disclaimer:** Zoho does not warrant that the Licensed Software will be error-free. Subject to applicable laws and except as provided herein, the Licensed Software is furnished "as is" without warranty of any kind, including the warranties of merchantability and fitness for a particular purpose and without warranty as to the performance or results Licensee may obtain by using the Licensed Software. Licensee is solely responsible for determining the appropriateness of using the Licensed Software and assumes all risks associated with the use of it, including but not limited to the risks of program errors, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.
- 10. Limitation of Liability:** In no event will either party be liable to the other or to any third party for any special, incidental, indirect, punitive or exemplary or consequential damages, or damages for loss of business, loss of profits, business interruption, or loss of business information arising under this Agreement even if such party has been advised of the possibility of such damages. To the extent permitted by applicable laws, Zoho's entire liability with respect to its obligations under this agreement or otherwise with respect to the Licensed Software shall not exceed the amounts paid by the Licensee to Zoho in previous 12 months preceding the initiation of such claim.
- 11. Indemnification:** Zoho agrees to indemnify and defend Licensee from and against any and all claims, actions or proceedings, arising out of any claim that the Licensed Software infringes or violates any valid U.S. patent, copyright or trade secret right of any third party; so long as Licensee provides; (i) prompt written notice to Zoho of such claim; (ii) cooperate with Zoho in the defense and/or settlement thereof, at Zoho's expense; and, (iii) allow Zoho to control the defense and all related settlement negotiations. The above is Zoho's sole obligation to Licensee and shall be Licensee's sole and exclusive remedy pursuant to this Agreement for intellectual property infringement.



Zoho shall have no indemnity obligation for claims of infringement to the extent resulting or alleged to result from (i) any combination, operation, or use of the Licensed software with any programs or equipment not supplied by Zoho; (ii) any modification of the Licensed Software by a party other than Zoho; and (iii) Licensee's failure, within a reasonable time frame, to implement any replacement or modification of Licensed Software provided by Zoho.

12. Termination: This Agreement is effective until terminated by either party. Licensee may terminate this Agreement at any time by destroying or returning to Zoho all copies of the Licensed Software in Licensee's possession. Zoho may terminate this Agreement in the event that Licensee is in breach of any of the terms of this Agreement and does not cure such breach after thirty (30) days advance written notice. Upon termination, Licensee shall destroy or return to Zoho all copies of the Licensed Software and certify in writing that all known copies have been destroyed. All provisions relating to confidentiality, proprietary rights, non-disclosure, and limitation of liability shall survive the termination of this Agreement.

13. General: This Agreement shall be construed, interpreted and governed by the laws of the State of California exclusive of its conflicts of law provisions. The parties irrevocably submit to the jurisdiction of Alameda County, California and waive any claim in respect of inconvenience thereof. This Agreement constitutes the entire agreement between the parties, and supersedes all prior communications, understandings or agreements between the parties. Any waiver or modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Agreement is found invalid or unenforceable, the remainder shall be interpreted so as to reasonably effect the intention of the parties. Licensee shall not export the Licensed Software or Licensee's application containing the Licensed Software except in compliance with United States export regulations and applicable laws and regulations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

ZOHO CORPORATION
Division: ManageEngine

LICENSEE

Sign: _____

Sign: _____

Name: _____

Name: William C. Brand

Title: _____

Title: Mayor

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney



Exhibit A

Software licensed under Subscription/Perpetual License

Part Number	Description (All the below licenses are co-termed till June 30, 2025)	Price
87036.6S	ManageEngine ADManager Plus Professional Edition - Subscription Model - Annual subscription fee for 1 Domain (Unrestricted Objects) with 5 help desk Technician	5,296.00
67215.5S	ManageEngine ADSelfService Plus Professional Edition - Subscription Model - Annual Subscription fee for 500 Domain Users	1,892.00
67005.6SPMFA3	ManageEngine ADSelfService Plus Professional Edition - Subscription Model - Endpoint MFA Add-on - Annual Subscription Fee For 500 Domain Users	625.00
85710.0M4	ManageEngine Endpoint Central Enterprise(Distributed) Edition - AMS Model - Annual Maintenance and Support Fee For 500 Computers and Single User License	5,024.00
85510.0MU3	ManageEngine Endpoint Central Enterprise(Distributed) Edition - AMS Model - Annual Maintenance and Support fee for Additional 7 User	1,184.00
85009.0MAW2	ManageEngine Endpoint Central Enterprise(Distributed) Edition - AMS Model - Annual Maintenance and Support fee for 400 Workstations	1,374.00
46149.31S	ManageEngine Service Desk Plus Professional Edition - Subscription Model - Annual Subscription fee for 10 Technicians (700 nodes)	3,221.00
Grand Total		\$ 18,616.00

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CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-61805-1
 1/16/2024 9:08 AM
 1/31/2024

Client:

Bill To:

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Josh Ditthardt		josh.ditthardt@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Monsido Standard Package - 2,500 Pages, 250 PDF Accessibility Checks & 25 Heat Maps	Monsido Standard Package - 2,500 Pages, 250 PDF Accessibility Checks & 25 Heat Maps	Renewable
1.00	Monsido Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Monsido Provisioning Fee	Monsido Account Activation and Setup	One-time

List Price - Year 1 Total	USD 5,401.00
Total Investment - Initial Term	USD 4,050.00
Annual Recurring Services - Year 2	USD 7,455.00

Initial Term Invoice Schedule	100% invoiced on 2/1/2024. Initial Term: Beginning at acceptance of online form (1/1/2024 through 1/31/2025). Renewal Term: February 1st of each calendar year.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	First day of each Renewal Term
Annual Uplift	5% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions attached to this Quote (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By:

William C. Brand

Name:

Mayor

Title:

Date:

CivicPlus

By:

DocuSigned by:
Robert Sydnor
11076B7F1AF94C4...

Name:

Robert Sydnor

Title:

CTrO

Date:

1/19/2024 | 9:00 AM PST

Organization Legal Name:

City of Redondo Beach

Billing Contact:

Ravy Sok

Title:

IT Analyst

Billing Phone Number:

310-697-3230

Billing Email:

ravy.sok@redondo.org

Billing Address:

415 Diamond Street

Redondo Beach, CA 90277

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

ATTEST:

APPROVED AS TO FORM:

Eleanor Manzano, City Clerk

Michael W. Webb, City Attorney

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus’s indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer’s behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user’s personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer’s responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users’ personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party’s intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.
49. The Customer’s use of the Accessibility Compliance and Web Governance Services on its proprietary designated website(s) is subject to the agreed quantities as specified in the applicable Statement of Work (SOW) (the “Limits”). If the Customer exceeds the Limits, CivicPlus will notify the Customer of such excess use and discuss appropriate upgrades in the Services procured hereunder.
50. Customer acknowledges that the Services are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Customer acknowledges further that any reliance on the Services is at Customer’s own risk.
51. The Services are intended to be used to scan only the Customer’s designated public-facing web pages. For the avoidance of doubt, in no event shall the Customer utilize the Services to scan private areas of the Customer’s websites, such as those areas that are password protected or contain private information about the Customer and/or its users, employees, contractors, officers, directors, and/or other agents. The Services may not be run on any websites that contain sensitive information or special categories of personal data, e.g., as defined in the General Data Protection Regulation (EU) 2016/679 Article 9 or information subject to heightened regulations (e.g., HIPAA, or FERPA). In the event the Customer so utilizes the Services in such a manner, the Customer agrees and acknowledges that CivicPlus and its affiliates shall not be held liable for any damages arising from or related to the same, including but not limited to damages that may arise related to the failure to comply with data protection rules and regulations. The Customer shall utilize the Services to scan only those URLs and domains belonging to the Customer and/or for which the Customer has a license to operate and manage the same. In no event shall the Services be used to scan URLs and domains outside of the Customer’s control or otherwise in bad faith.
52. As between the parties, with respect to obligations to consumers under the California Consumer Privacy Act (“CCPA”), where applicable, the Customer is a “business” and CivicPlus is a “Service Provider” (as such terms are defined in the CCPA) and each party will be responsible for its respective obligations under the CCPA, as applicable to the

applicable SOW and the Master Services Agreement (MSA). The Services are designed and developed to collect and process our Customer's website content and certain operational data in relation thereto. Any personal data processed by CivicPlus when performing the Services is processed according to the Customer's instructions and on its behalf.

53. CivicPlus will provide technical support to the Customer via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm U.S. Pacific time, with the exclusion of U.S. Federal Holidays ("Support Hours.") the Customer may initiate a helpdesk ticket during Support Hours by calling +1 858-281-2185 (United States customer), via email to monsido@monsido.com, or via chat support available online at the Monsido Help Center. The Customer may also send a message at any time via the support ticket system on the Customer's Account dashboards or via the form available at <http://monsido.com/contact/>. CivicPlus will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day. We further provide technical support and product training as well as help center support. For more information see Monsido Product Training and the Monsido Help Center, respectively.

54. The Customer can grant access to an unlimited number of permitted users within its own organization (each an "Authorized User,") to find and solve issues and make improvements related to Quality Assurance ("QA"), Search Engine Optimization ("SEO"), and Web Governance.

55. The Customer shall be given the opportunity to register via an online registration form to create an account, (hereinafter the Customer's "Account,") that will allow the Customer and Customer's Authorized Users to receive information from CivicPlus and/or to participate in certain features of the Services. CivicPlus will use the information the Customer provides in accordance with CivicPlus's Privacy Policy. The Customer represents and warrants that all information the Customer provides on the registration form is current, complete, and accurate to the best of the Customer's knowledge. The Customer agrees to maintain and promptly update the Customer's registration information so that it remains current, complete, and accurate. During the registration process, the Customer may be required to choose a password. The Customer acknowledges and agrees that CivicPlus may rely on this password to identify the Customer. The Customer is responsible for all use of the Customer's Account as well as any action taken thereunder by an Authorized User of the Customer, regardless of whether the Customer authorized such access or use, and for ensuring that all use of the Customer's Account complies fully with the provisions of these terms.

56. The Customer shall not have more than one (1) Account and shall not sell, trade, or transfer that Account to any other person or entity. CivicPlus shall have the right to monitor the Customer's Account in CivicPlus's sole and exclusive discretion.

57. The Customer shall ensure that any of the Customer's websites are compatible with CivicPlus's tools. If the Customer is using an AJAX application, the AJAX application must be designed to allow a crawler to access its content. The Customer must use a current version of a major internet browser (e.g. Firefox, Chrome, Safari, Internet Explorer, Edge, or some similar, well-known browser.) Regardless of the web browser or coding language used, the Customer shall ensure that the CivicPlus's crawler is not blocked by any of the Customer's technology.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2023

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com		FAX (A/C, No): 1-888-467-2378																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>American Casualty Company of Reading Penns</td> <td>20427</td> </tr> <tr> <td>INSURER B:</td> <td>National Fire Insurance Company of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER C:</td> <td>Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D:</td> <td>Endurance American Specialty Insurance Com</td> <td>41718</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	American Casualty Company of Reading Penns	20427	INSURER B:	National Fire Insurance Company of Hartford	20478	INSURER C:	Continental Insurance Company	35289	INSURER D:	Endurance American Specialty Insurance Com	41718	INSURER E:			INSURER F:	
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INSURER F:																							
INSURED CivicPlus, LLC and its direct and indirect subsidiaries 302 S. 4th Street Suite 500 Manhattan, KS 66502																							

COVERAGES

CERTIFICATE NUMBER: W30885257

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:			7037146004	05/17/2023	05/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			7037146018	05/17/2023	05/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7037145998	05/17/2023	05/17/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7037146035	05/17/2023	05/17/2024	<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
D	Cyber/Tech E&O			PRO30018745601	04/30/2023	04/30/2024	\$5,000,000

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

Umbrella/Excess Liability follows form.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings “NAME OF AUTHORIZED SIGNATORY”, “TITLE OF AUTHORIZED SIGNATORY” and “SIGNATURE OF AUTHORIZED SIGNATORY”, all persons who are authorized to execute and deliver the Agreement and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Customer should write or type his/her name under the “Name of Authorized Signatory” heading, write or type his/her title under the “Title of Authorized Signatory” heading, and sign his/her name under the “Signature of Authorized Signatory” heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the “In Witness Whereof” language;**
2. The Clerk, Secretary, etc. should insert the Agreement No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert “regular” or “special” in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the “In Witness Whereof” language; and
7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the “In Witness Whereof” language of the Certificate.



SECRETARY/CLERK CERTIFICATE

I, Eleanor Manzano, do hereby certify that:

(i) I am the duly elected, qualified, and acting City Clerk (Clerk, Secretary, etc.) of City of Redondo Beach, California public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
<u>William C. Brand</u>	<u>Mayor</u>	

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. 6458532 (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Customer, or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called regular (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the 23rd day of January 2024 by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to

meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from July 1, 2023 to June 30, 2024.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: Eleanor Manzano

Title: City Clerk
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____
(Name)

Date: _____

My commission expires: _____

APPROVED AS TO FORM:

Michael W. Webb, City Attorney



Dell Financial Services

**CITY OF REDONDO BEACH, CALIFORNIA
TRUE LEASE SCHEDULE NO. 001-6458532-014
MASTER LEASE AGREEMENT NO. 6458532**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 6458532 ("Agreement") DATED March 19, 2009 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND CITY OF REDONDO BEACH, CALIFORNIA ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: Dell Marketing L.P. One Dell Way Round Rock TX 78682

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit 'A'	See Exhibit 'A'	6079	\$140,749.58	48	February 01, 2024

Total Product Acquisition Cost: \$550,880.00

Rent is payable: In Advance

Payment Period: Annual

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **TRUE LEASE:** The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term.

2. **END OF LEASE OPTIONS.**

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

- (i) purchase all of the Products at the Fair Market Value (as defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice if its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

CITY OF REDONDO BEACH, CALIFORNIA
"Lessee"

By: _____
Name: _____
Title: _____
Date: _____

DELL FINANCIAL SERVICES L.L.C.
"Lessor"

By:  _____
Name: Wendy Keith, Sr. Operations Manager
Title: _____
Date: _____

REVIEWED
By Aisha_Miller at 4:00 pm, Jan 02, 2024



Dell Financial Services

**CITY OF REDONDO BEACH, CALIFORNIA
TRUE LEASE SCHEDULE NO. 001-6458532-014
MASTER LEASE AGREEMENT NO. 6458532**

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<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit 'A'	See Exhibit 'A'	TBD	\$140,749.60	48	August 01, 2023

Total Product Acquisition Cost: \$550,880.00

Rent is payable: In Advance

Payment Period: Annual

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

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- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
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If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

CITY OF REDONDO BEACH, CALIFORNIA
"Lessee"
DocuSigned by:
William C. Brand
E6413C7231DF4E1...
By: _____
Name: William C. Brand
Title: Mayor
Date: 7/23/2023 | 9:12 AM PDT

DELL FINANCIAL SERVICES L.L.C.
"Lessor"
By: _____
Name: Wendy Keith, Sr. Operations Manager
Title: _____
Date: REVIEWED
By Aisha_Miller at 3:07 pm, Jul 12, 2023

ATTEST:
DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:
DocuSigned by:
Michael W. Webb
89040292037402...
Michael W. Webb, City Attorney



Dell Financial Services

CITY OF REDONDO BEACH, CALIFORNIA

LEASE SCHEDULE

No.001-6458532-014

EXHIBIT A

Ship to : 415 Diamond St, Redondo Beach, CA 90277

Dell Quote Number	Lease Payment Detail	Product Price	Qty	Extended Price	Rate Factor	4 Payments
3000157009920.1	Latitudes 5540 includes Envio Fee	\$1,215.00	106	\$129,320.00	0.24950	\$32,265.34
3000157009796.1	Latitudes 5440 includes Envio Fee	\$1,215.00	50	\$60,950.00	0.24950	\$15,207.03
3000156507947.1	Opti & VESA bracket	\$865.00	233	\$201,545.00	0.24740	\$49,862.23
3000156508099.1	Opti Micro 7010 & VESA bracket	\$1,160.00	5	\$5,800.00	0.24740	\$1,434.92
3000156509636.1	Precision 3460	\$1,600.00	16	\$25,600.00	0.26318	\$6,737.41
3000156509636.1	Dell Wireless Keyboard & Mouse	\$35.00	16	\$560.00	0.29315	\$164.16
3000156548739.1	Dell Monitors 2422 includes Envio Fee	\$185.00	88	\$16,720.00	0.27265	\$4,558.71
3000156549601.1	Dell 24" Video Conf Monitors includes Envio Fee	\$260.00	151	\$40,015.00	0.27265	\$10,910.09
3000156549714.1	Dell 24" Video Conf Monitors C2423 includes Envio Fee	\$215.00	226	\$49,720.00	0.27265	\$13,556.16

3000156549935.1	Dell Pro Wireless Keyboards & Mice	\$35.00	146	\$5,110.00	0.29315	\$1,498.00
3000157031120.1	APC Back UPS	\$60.00	259	\$15,540.00	0.29315	\$4,555.55
		Price Total:		\$550,880.00	Annual Payment:	\$140,749.60
					Total 4 Year Payments:	\$562,998.40

Estimated Personal Property Management Fee (PPT) are included in the payment. Quote Excludes CA State Sales taxes, and will be charged on the rental.

DELL Financial Services

EFFECTIVE DATE: March 19, 2009
MASTER LEASE AGREEMENT NO. **6450532**

LESSOR: DELL FINANCIAL SERVICES L.L.C.

Payment Address:
Payment Processing Center
4319 Collection Center Dr.
Chicago, IL 60693

LESSEE: City of Redondo Beach, California

Principal Address:
415 Diamond St

Redondo Beach, CA 90277

Fax: *

Attention: *

This Master Lease Agreement (this "Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller") named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is non-cancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent"), and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter, or 360-day year (as appropriate) for the period from the Acceptance Date to

the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease ("collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly

survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Licensed Materials shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall (a) comply with all forms and conditions of any Licensed Materials and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider maintenance and operating manuals, documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location(s) specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, if any, Lessee will (a) remove all proprietary data from the Products; and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packaging and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the time the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted, (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. For the Lease Term, Lessee shall ensure that the Products are covered by a manufacturer approved maintenance agreement or, with Lessor's prior consent, are self-maintained in

accordance with the standards set forth herein. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as a loss payee; (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to the Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to the Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessor's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Documents is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days;

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES; TERMINATION.

(a) Upon an Event of Default under any Schedule, all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be canceled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion ("Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including action for specific performance) to enforce the performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred or is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"),

arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to the Products (other than the Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep the Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings upon Products by Lessor, Seller or any other supplier.

18. NON-PERFORMANCE BY LESSEE.

If Lessee shall fail to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective on the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notices to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY CALIFORNIA LAW WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA AND WAIVES ANY OBJECTION TO TRIAL BY JURY.

22. MISCELLANEOUS.

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(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the termination or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provision with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as that term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated

or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

City of Redondo Beach, California

"Lessee"

BY: *Mike Gin*

NAME: Mike Gin

TITLE: Mayor

DELL FINANCIAL SERVICES L.L.C.

"Lessor"

BY: *Charlene Hatten*

NAME: Charlene Hatten

TITLE: Director, Operations

APPROVED AS TO FORM:
Brian Hicke
ASSISTANT CITY ATTORNEY
BRIAN HICKE

ATTEST:
Charm Hatten
CITY CLERK

**AMENDMENT NO. 1 DATED March 19, 2009
TO THE MASTER LEASE AGREEMENT DATED March 19, 2009
BETWEEN CITY OF REDONDO BEACH, CALIFORNIA
AND DELL FINANCIAL SERVICES L.L.C.**

This Amendment is made part of and modifies the Master Lease Agreement and any subsequent amendments thereto (hereinafter referred to as the "Agreement") between City of Redondo Beach, California ("Lessee") and Dell Financial Services L.L.C. ("Lessor"). Terms not defined otherwise herein shall have the meaning ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Agreement, this Amendment will prevail.

The Agreement is hereby modified as follows:

1. Section 11, "Representations and Warranties of Lessee".

In subsection (b) and (c), insert at the end of the last sentence of each subsection the following: "(except as limited by bankruptcy or other laws or general application affecting the enforcement of creditors' rights)".

In the first sentence of subsection (g), following "actions, suits," insert "or"; following "proceedings" delete "inquiries or investigations,;" following "body, pending or" insert ", to Lessee's knowledge,."

2. "16, "Indemnification".

In the first sentence of this Section, following "incurred in connection with" insert "Lessee's performance of".

In the third sentence of this Section, following "any loss caused" delete "solely".

At the end of the fourth sentence, insert "(such approval not to be unreasonably withheld or delayed)".

Except as amended hereby, the Agreement is restated and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by each party as of the day and year first above written.

**LESSOR:
DELL FINANCIAL SERVICES L.L.C.**

By: _____


Gregory DeKock

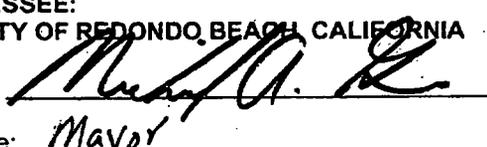
Title: _____

~~Director Operations~~

gm 12/7/2011

**LESSEE:
CITY OF REDONDO BEACH, CALIFORNIA**

By: _____

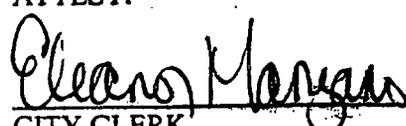

Mayor

Title: _____

APPROVED AS TO FORM:


ASSISTANT CITY ATTORNEY
BRIAN HICKEY

ATTEST:


CITY CLERK

AMENDMENT NO. 2
DATED _____, 2011
TO THE MASTER LEASE AGREEMENT DATED MARCH 19, 2009
BETWEEN REDONDO BEACH, CA
AND DELL FINANCIAL SERVICES L.L.C.

This Amendment is made part of and modifies the Master Lease Agreement and any subsequent amendments thereto (hereinafter referred to as the "Agreement") between Redondo Beach, CA ("Lessee") and Dell Financial Services L.L.C. ("Lessor"). Terms not defined otherwise herein shall have the meaning ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Agreement, this Amendment will prevail.

The Agreement is hereby modified as follows:

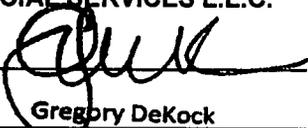
1. SECTION 9: RISK OF LOSS; MAINTENANCE; INSURANCE.

Delete the second sentence of subsection (a) in its entirety and replace it with the following: "During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section."

Except as amended hereby, the Agreement is restated and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by each party as of the day and year first above written.

LESSOR:
DELL FINANCIAL SERVICES L.L.C.

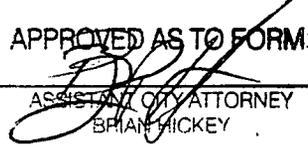
By: 
Title: Gregory DeKock
Director Operations

12/7/2011 SAA

LESSEE:
REDONDO BEACH, CA

By: 
Title: Mike Gin, Mayor

APPROVED AS TO FORM:


ASSISTANT CITY ATTORNEY
BRIAN MICKEY

ATTEST:


ELEANOR MANZANO, CITY CLERK

C09-020-2

MEMORANDUM OF INSURANCE		DATE 13-Jun-2023
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=362542334. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA LLC dba Marsh Risk & Insurance Services ("Marsh")	COMPANIES AFFORDING COVERAGE	
INSURED Dell Technologies Inc. and all Subsidiaries One Dell Way - RR1-50 Round Rock Texas 78682 United States	Co. A National Union Fire Ins Co Pittsburgh PA	
	Co. B AIU Insurance Co	
	Co. c Lloyd's of London Syndicate 2623/623 at Lloyd's	
	Co. D	
	Co. E	
	Co. F	

COVERAGES

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 MEMORANDUM 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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	6547039	01-Mar-2023	01-Mar-2024	GENERAL AGGREGATE	USD 10,000,000
					PRODUCTS - COMP/OP AGG	USD 10,000,000
					PERSONAL AND ADV INJURY	USD 5,000,000
					EACH OCCURRENCE	USD 5,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD 5,000,000
					MED EXP (ANY ONE PERSON)	USD 10,000
A	AUTOMOBILE LIABILITY	6890179 - AOS	01-Mar-2023	01-Mar-2024	COMBINED SINGLE LIMIT	USD 5,000,000
B	Any Auto	6890178 - MA	01-Mar-2023	01-Mar-2024	BODILY INJURY (PER PERSON)	
	Hired Autos				BODILY INJURY (PER ACCIDENT)	
	Non-Owned Autos				PROPERTY DAMAGE	
A	EXCESS LIABILITY Umbrella Form	34543547	01-Mar-2023	01-Mar-2024	EACH OCCURENCE	USD 20,000,000
					AGGREGATE	USD 20,000,000
B	WORKERS COMPENSATION / EMPLOYERS LIABILITY	WC015824825-AOS	01-Mar-2023	01-Mar-2024	WORKERS COMP LIMITS	Statutory
B		WC015824826-CA	01-Mar-2023	01-Mar-2024	EL EACH ACCIDENT	USD 1,000,000
B	THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	WC105824827-WI	01-Mar-2023	01-Mar-2024	EL DISEASE - POLICY LIMIT	USD 1,000,000
					EL DISEASE - EACH EMPLOYEE	USD 1,000,000
C	Professional/E&O	B0509FINPT2350059	01-Jun-2023	01-Jun-2024	Each Claim/Aggregate	USD \$15M excess of

					(Claims Made)	\$20M SIR

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

MEMORANDUM OF INSURANCE	DATE 13-Jun-2023
--------------------------------	----------------------------

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=362542334>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER
Marsh USA LLC dba Marsh Risk & Insurance Services
("Marsh")

INSURED
Dell Technologies Inc. and all Subsidiaries
One Dell Way - RR1-50
Round Rock
Texas 78682
United States

ADDITIONAL INFORMATION

WITH THE EXCEPTION OF WORKERS COMPENSATION, ADDITIONAL INSURED APPLIES WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE REQUIRED BY CONTRACT AND WHERE PERMITTED BY LAW.

The above referenced Errors & Omissions policy shall include technology/professional liability, and data protection liability (cyber liability) insurance providing protection against: (a) errors and omissions in the performance of professional services; (b) breaches of security; (c) violation or infringement of any right of privacy, breach of federal, state, or foreign security and/or privacy laws or regulations; and (d) data theft, damage, destruction, or corruption.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND FOSTER & FOSTER CONSULTING ACTUARIES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Foster & Foster Consulting Actuaries, Inc., a Florida corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

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

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

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

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

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

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

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents

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

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City

shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 23rd day of January, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

FOSTER & FOSTER CONSULTING
ACTUARIES, INC., a Florida corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

Consultant shall perform the following duties:

- A. Perform a full consulting actuarial valuation report of the City's retiree healthcare plan ("Plan") for June 30, 2023.

The valuation report shall provide:

1. Plan's June 30, 2023 funding status as of June 30, 2023;
2. Fiscal year 2024/25 and 2025/26 actuarially determined contributions (ADC); and
3. Basis for fiscal year 2023/24 and 2024/25 GASB 75 accounting information.

The valuation report shall include:

1. Review of funding and GASB 75 valuation reports;
 2. Discussion of City's funding policy and projected contributions;
 3. Historical valuation results, asset and demographic information;
 4. Results provided separately by Tier 1 / Tier 2, Safety / Miscellaneous, cash / implied subsidy and medical / life insurance groups;
 5. Gain and loss analysis with changes in the Actuarial Accrued Liability since the June 30, 2021 actuarial valuation;
 6. 10-year projection of City contributions and benefit payments;
 7. Statistical comparison of City results with other Consultant OPEB actuarial valuations;
 8. Discussion of upcoming OPEB and CalPERS issues; and
 9. Detailed participant statistics, including summary of the Plan and coverage elections.
- B. Provide GASB 75 accounting information for the 2023/24 and 2024/25 fiscal years in two separate reports. Each GASB 75 reports shall include all actuarial information necessary for GASB 75 including notes, RSI, supporting exhibits and calculations and journal entries.
- C. Provide the funding valuation report including actuarial certification, and the California Employers' Retiree Benefit Trust ("CERBT") valuation packet required by CalPERS. The report format shall be a certified discussion

outline (acceptable to CalPERS).

- D. Meet with the City via video conference or in-person meeting if feasible to review the Plan provisions, census data, actuarial methods and assumptions, and valuation results of each report.
- E. Request and utilize additional data depending on Consultant's review of the Plan design.
- F. Delete any files that include Social Security numbers and request revised files.
- G. Complete the June 30, 2023 actuarial valuation within to eight to ten weeks after receipt of the information described in Section II of this Exhibit "A"; provided, however, the City has replied to Consultant's questions after its initial review of the data provided.
- H. Complete FY2023/24 GASB 75 report (based on 06/30/23 valuation) by September 2024.
- I. Complete FY2024/25 GASB 75 report (06/30/23 valuation rolled forward to 06/30/24 measurement date) by September 2025.
- J. Data Security and Privacy Compliance
 - 1. Implement and maintain robust data security measures to protect sensitive and personal data received during the course of this project. These measures shall comply with industry best practices and applicable laws and regulations.
 - 2. Ensure full compliance with all relevant data protection laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), General Data Protection Regulation ("GDPR"), and any local privacy laws applicable to the handling of employee data.
 - 3. In the event of a data breach or unauthorized access to sensitive data, Consultant shall promptly notify the City and cooperate fully in the investigation and mitigation of the breach. Immediate steps shall be taken to secure the data and prevent any further breach.
 - 4. Upon the expiration or termination of this Agreement, Consultant must either return all sensitive data to the City or ensure its secure destruction. Consultant must provide a certificate of data destruction or return, as applicable.

II. CITY'S DUTIES

City will perform the following duties.

- A. Provide written summary of the City's Plan provisions, including a description of the City's contributions for active and retired employees, noting any changes since the June 30, 2021 valuation.
- B. Provide copies of the most recent MOUs for employee bargaining groups and agreements for unrepresented groups, provided that information is not available on the City's website.
- C. Provide the City's August 2023 CalPERS PEMHCA monthly employer billing roster including detailed participant listing (actives and retirees).
- D. Provide updated life insurance premiums rates for active employees and retirees for 2023 and 2024 if available.
- E. Provide the City's most current CalPERS PEMHCA resolution(s) if changed since June 30, 2021.
- F. Provide dollar amount of two-party HMO Fire and Teamsters cap for 2023 and 2024.
- G. Provide all quarterly CalPERS CERBT trust statements, including any benefit disbursements and contributions made since June 30, 2021.
- H. Provide June 30, 2023 CalPERS PEMHCA database extract for active and retired participants in an Excel workbook format, completely and accurately with one record per participant and add additional columns with the following data:
 1. Active Data: CalPERS pension plan tier (2% @ 55, 2% @ 60, 2% @ 62, 3% @ 50, 3% @ 55, 2.7% @ 57, etc.), bargaining or employee group, indicator if employee is eligibility for OPEB and estimated annualized PERSable compensation.
 2. Retiree Data: Portion of premium paid by the City outside of PEMHCA, life insurance coverage amount and premium paid for retirees and their spouses, indicator if City pays spouse portion for retiree, bargaining or employee group, vesting percentages, and indicator or listing of all Limited Early Retirement Incentive Benefit recipients and associated cap for 2023.
 3. In no event shall City provide Social Security numbers on any of the information provided.

- I. At the City's discretion, provide additional data requested by Consultant, which will be based on its review of the City's retiree medical plan design.

EXHIBIT “B”

TERM AND TIME OF COMPLETION

TERM. The term of this Agreement shall commence on January 23, 2024 and expire December 31, 2025, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the following schedule for the services described in Exhibit "A".

Project	Fees
Funding actuarial valuation report and meeting 06/30/23 funded status FY 24/25 and 25/26 recommended contributions CERBT valuation packet	\$18,500
FY2023/24 GASB 75 Report (based on 06/30/23 valuation)	\$2,750
FY2024/25 GASB 75 Report (06/30/23 valuation rolled forward to 06/30/24 measurement date)	\$2,750
TOTAL	\$24,000

In the event the City requests any work outside the scope of work described in Exhibit "A", Contractor shall be paid in accordance with the following hourly rate schedule.

Position	Hourly Rates
Senior Consulting Actuary	\$425
Consulting Actuary	\$375
Senior Actuarial Analyst	\$325
Actuarial Analyst	\$250

Notwithstanding the foregoing, Consultant's total compensation shall not exceed \$26,500.

- II. **METHOD OF PAYMENT.** Consultant shall provide an invoice upon completion of services described in Exhibit "A". Invoices must include a description of the services performed, dates of service, applicable fee, the staff position, hourly rate, number of hours, subtotal, and total amount. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- III. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that services are completed to the City's reasonable satisfaction.
- IV. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties:

Consultant: Foster & Foster Consulting Actuaries, Inc.
411 Borel Ave, Suite 620
San Mateo, CA 94402
Attention: Drew Ballard, Senior Consulting Actuary

City: City of Redondo Beach
Financial Services
415 Diamond St, Door 1
Redondo Beach, CA 90277
Attention: Wendy Collazo, Finance Director

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

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Job Description

ACTUARIAL CONSULTANTS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____



EVANSTON INSURANCE COMPANY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- LIQUOR LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$629 (Check box if fully earned <input type="checkbox"/>)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN

Registrar-Recorder/County Clerk

RESERVIST LOCATION FACILITY USE AGREEMENT

Agreement and authorization is granted by City of Redondo Beach, a chartered municipal corporation ('Host') to the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below:

**Aviation Gymnasium – VCID 20196
Dance Room
1935 Manhattan Beach Blvd
Redondo Beach, CA 90278**

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this **23rd day of January 2024** upon the execution hereof by the Parties and shall expire on November 12, 2024, unless sooner terminated or extended, in whole or in part, as provided in this agreement.

Use of the Facility: Host permits access to the agreed upon designated space during **February 24 to March 4, 2024** from **9:00 AM to 4:00 PM** and on **March 5, 2024** from **6:00 AM to 4:00 PM** during the Primary Presidential Election.

Host permits access to the agreed upon designated space from **October 26 to November 4, 2024** from **9:00 AM to 4:00 PM** and on **November 5, 2024** from **6:00 AM to 4:00 PM** during the General Election.

Facility Requirements: Host will ensure the designated space is free from any activity during the mutually agreed upon access schedule and provide a means of entry, electricity, air conditioning/heating (if available), and restroom access (if available) for RR/CC staff.

Host will ensure the designated space has 1 Table and 30 Chairs.

Host will ensure that at times RR/CC is not on premises, access to the designated space is restricted only to those RR/CC has given prior written approval.

Primary Contacts:

The Host's Primary Contact for this Agreement is Eleanor Manzano, Certified Municipal Clerk, City of Redondo Beach City Clerk's Office, 415 Diamond Street; Redondo Beach, CA 90277, (310) 318-0656 extension 3737, Eleanor.Manzano@redondo.org.

The RR/CC's Primary Contact for this Agreement is Jaime Young, Assistant Division Manager, Vote Center Assessment and Recruitment, 12680 Corral Place, Santa Fe Springs, CA 90670, (562) 347-2447, votecenters@rrcc.lacounty.gov.

In addition, Host and RR/CC will designate contacts for both business and weekend/non-business hours related to facility access and technical operations to be included in this Agreement.

Parking Requirements: Host agrees to provide sufficient parking, including accessible spaces, and a waiver of any parking fees for RR/CC staff.

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space as detailed in this Agreement unless a revised schedule is mutually agreed upon prior to the specific election.

Promotions and Political Material: Upon RR/CC's arrival at the designated facility space and thereafter, RR/CC shall remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated voting space and not conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

Termination of the Agreement: Host will not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. For avoidance of doubt, Host and RR/CC stipulate that the novel coronavirus COVID-19 pandemic is excluded as a natural disaster or ground for termination for purposes of this Agreement. This Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide certificate upon request.

Indemnity Agreement: Host shall indemnify, defend and hold harmless RR/CC, its principals, officers, agents, and employees from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the grossly negligent or willful misconduct of the Host, its officials, officers, agents, employees, or volunteers.

RR/CC shall indemnify, defend and hold harmless Host, its officials, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the RR/CC, its principals, officers, agents, employees, or volunteers.

Notwithstanding the foregoing, RR/CC acknowledges and understands that certain parties will have access to the designated facility space, including but not limited to, custodial contractors and emergency staff. In no event shall Host be liable for any access to designated facility space by these parties.

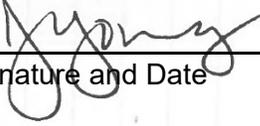
Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES ONLY TO ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, and executed as the date first written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

**Los Angeles County
Registrar-Recorder/County Clerk**

City of Redondo Beach



Signature and Date 1/12/2024

Signature and Date

Jaime Young, Assistant Division Manager
Printed Name and Title

Printed Name and Title



Administrative Report

H.7., File # 23-6560

Meeting Date: 1/23/2024

To: MAYOR AND CITY COUNCIL
From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

APPROVE AN AGREEMENT WITH POWERPHONE FOR EMERGENCY MEDICAL DISPATCH SOFTWARE FOR THE TERM JANUARY 23, 2024 THROUGH JANUARY 22, 2026, WITH AN OPTION TO RENEW FOR TWO ADDITIONAL YEARS, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$41,404.30

EXECUTIVE SUMMARY

The proposed Agreement with PowerPhone provides mandated services, training, certification, and support for the Redondo Beach Police Department Communications Unit to perform Emergency Medical Dispatch (EMD) duties, which include providing enhanced medical assistance and pre-arrival instructions during medical emergencies. Funding for implementing an EMD program was included in the Police Department's Fiscal Year 2023-24 operating budget.

BACKGROUND

The PowerPhone EMD system will provide enhanced medical assistance from the City's Communications Center. EMD is performed by Communications Dispatchers through a process that allows them to quickly narrow down the type of medical emergency. With this knowledge, Dispatchers follow EMD recommendations for what resources to dispatch and provide scripted medical instructions to assist with patient care prior to the arrival of emergency services. If approved, the EMD program in the Redondo Beach Communications Center can be implemented as soon as February, 2024.

Historically, the Redondo Beach Communications Center has not performed EMD or provided pre-arrival instructions for medical emergencies. Initiating the PowerPhone EMD program has the potential to enhance life-saving efforts during medical emergencies. The Los Angeles County Department of Health Services currently mandates all agencies that dispatch Emergency Medical Services (EMS) to incorporate pre-arrival instructions for callers. EMD would satisfy that mandate and provide the highest level of care for individuals utilizing the 911 system in Redondo Beach.

The PowerPhone EMD system would also improve emergency resource usage by initiating response from the closest resource unit upon receipt of a 911 call, rather than deploying a single high-level response package for most medical emergencies. Dispatchers would then follow a nationally validated questioning process provided by the EMD program to tailor additional resources appropriate for the medical emergency. This process improves response times and uses emergency resources more efficiently by getting a resource on-scene faster and tailoring total response to the

individualized event.

Dispatchers are required to complete 24-hours of training and pass various examinations to obtain EMD certification, and must also complete a recertification every two years by completing 24-hours of continued training. PowerPhone EMD is evaluated by a Quality Assessment/Quality Improvement (QA/QI) program to confirm program outcomes. A Communications Supervisor, or a third-party, reviews emergency calls and confirms that dispatchers follow EMD protocol. Training content to improve EMD performance is authorized by a medical advisor that provides oversight of the program. Dr. Sam Stratton currently serves as the Medical Director for Emergency Medical Services and would provide EMD program oversight.

COORDINATION

The Police Department coordinated with the Fire Department, Information Technology Department, and the City Attorney’s Office to prepare the agreement. Implementation will be subject to the meet and confer process with represented employees, as it will represent a change in working conditions.

FISCAL IMPACT

Funding was approved in the FY 2023-24 Police Department budget through the Emergency Communications Fund. Dispatchers performing the mandated EMD duties received a 10% increase in pay as part of their recently approved MOU as compensation for the additional responsibilities.

EMD Software, Licensing, Training, Certification:	
Year 1 Implementation	\$ 21,991.00
Year 2 Renewal	\$ 6,471.10
Year 3 Renewal	\$ 6,471.10
<u>Year 4 Renewal</u>	<u>\$ 6,471.10</u>
Total:	\$ 41,404.30

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - PowerPhone
- Insurance- PowerPhone



TOTAL **RESPONSE**

Stand Alone (SA) Version Implementation & Service Agreement

Prepared for:
Jason Kilpatrick

1/11/2024
Document # 21843

Introduction

Total Response Stand Alone (SA) Call Handling System. This document provides an overview of the implementation process, the responsibilities of both organizations in the process, and identification of key personnel who will be involved in ensuring a successful implementation of the system.

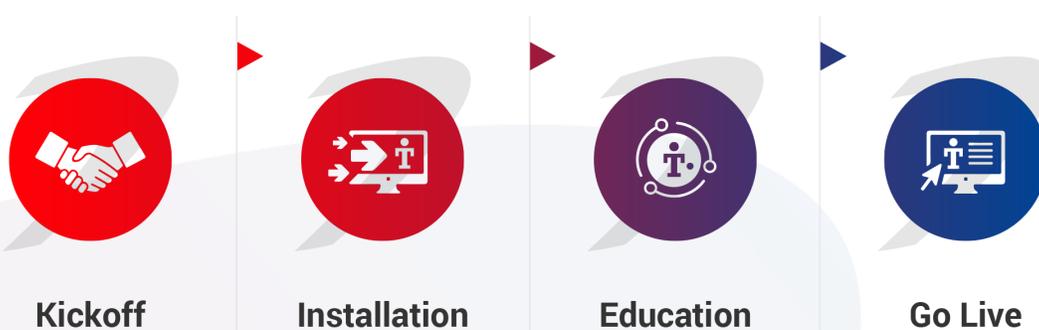
PowerPhone's Proposed Solution

PowerPhone will implement a Total Response Stand Alone (SA) Call Handling Solution for City of Redondo Beach. The delivered solution will include Total Response SA software for call handling and provide access to PowerPhone's full range of educational services. The process to implement and realize the full benefits of the system will be led by a dedicated PowerPhone Implementation Manager assigned to your agency. Of critical importance to the success of this initiative is a close working relationship between PowerPhone and City of Redondo Beach to set objectives, fulfill deliverables, and secure full adoption of this system among all end users. Ongoing use of the Total Response SA system will help ensure that your agency's performance goals are met. You will be able to measure your success, identify areas for improvement, and get a complete view of call handling with tools and knowledge the Total Response SA system provides you.

Total Response SA Implementation Process

Implementing Total Response SA is a partnership between PowerPhone and City of Redondo Beach. PowerPhone will work closely with you in all phases of deploying your Total Response SA system, from installation to education to launch. PowerPhone will work with you to set a schedule of deliverables that brings you from "Kickoff" to "Go Live" as quickly as possible. To achieve this, it is important for all stakeholders at your agency to understand and agree to identified timelines.

Your agency will be assigned a dedicated PowerPhone Implementation Manager (IM) to bring Total Response SA to your agency. Our IMs have both deep experience in emergency communications and expert knowledge of Total Response SA. ***Keeping in consistent contact with your assigned PowerPhone IM is of vital importance.*** Below are the major milestones in your implementation project. Please note that these milestones are not inclusive of all the work a project may entail, and that tasks that fall within each milestone may overlap as we work to launch your Total Response SA system as soon as possible.



1. Kickoff. Not just a mere formality, the kickoff phase sets expectations for the project and puts your agency and PowerPhone on a path to success. During this phase, your assigned PowerPhone IM identifies who will be responsible for completing various tasks on the project and reviews deliverables and timelines. This phase will also include a formal kick-off meeting to outline everything for all parties who will be involved in the project.

During the KOC (kick off call) you will be introduced to the project planning program site and added as an interactive team member. This site will allow you to view the project tasks from start to finish and will include task for you (customer) and your IM (Implementation Manager). The outline includes, Kick-off, Installation, Online Training, End User Training and Go Live. Another aspect of the KOC is to review the Site License Training Program and review best practices for your agency's guide through courses. Together we will create a training plan for your agency.

2. Installation. Technical personnel at City of Redondo Beach will be fully empowered to install Total Response SA in the agency's operating environment. Your IM will provide you with installation instructions that will lead your personnel step-by-step through the process.

Your IM will guide the process and scheduling of the installations being sent. Installation of the program requires administrative access to the workstations. The install instructions and license will be included in an email from our Tech team. The program is downloaded to one workstation and then copied to removable drive and process is repeated for subsequent workstations. Both your IM and Technician will be available for any assistance during the installation process. Once your program is downloaded it will be ready for use.

3. Education. Your current telecommunicators and any new telecommunicators hired within the term of Annual Service Plan will have unlimited access to PowerPhone's full portfolio of self-paced online courseware through PowerPhone's Site Licensed Training (SLT) offering. This includes Total Response SA application training, Emergency Medical Dispatch, Fire Service Dispatch, Law Enforcement Dispatch, Call Assessment, and Continuing Education on specialized topics. Certification is available but not required.

During the KOC your IM will explore the SLT with you. A best practice program plan will be developed specifically for your agency's needs. There are currently 2 course offerings that will train your agency staff in the use of the program. In addition to the SLT courses your IM will be available to schedule live webinar

trainings should your agency require them. You will be asked to provide a current roster to your IM to begin enrollments. A timeframe for enrollments and completion of courses will be established during the KOC.

4. Go Live. In the event of unresolved issues, technicians will be assigned based on the seriousness level of the problem to promptly resolve the issue within a specified time frame as follows. Once contacted for a priority one technical error, technical support personnel will attempt to resolve the question or problem immediately. If the question or problem cannot be resolved immediately, PowerPhone will provide a resolution or follow-up plan within 24 business hours. Emergency Support is available twenty-four (24) hours per day, seven (7) days per week for Priority 1 errors. Customer shall be provided with a technical support phone number. A technical support representative will return the call within one hour. After all other milestones have been reached, your Total Response SA system is ready for production use. Your IM will coordinate a date for your go live and be available along with PowerPhone technicians to assist as City of Redondo Beach takes this critical step on the path to more consistent and effective call handling.

Once your agency has completed the courses as established by your agency and have had sufficient time to acclimate to the program you will set a go live date. A go live date is the time when your call-takers begin to process live calls utilizing the TR SA program. Once the installation is complete, the program is available to use. It is strongly encouraged to have your agency staff practice and become familiar with the program prior to setting the go live date. Working together with your IM you will determine when your team is trained and ready for processing live calls.

Key Personnel and Responsibilities

PowerPhone will assign an Implementation Manager (IM) who will be in touch with you within 10 business days after this agreement is finalized. To streamline communication during the implementation process, your assigned IM will be the sole point of contact during implementation. If you have any questions before you are contacted by your IM, please contact your Account Manager:

Joe Dunn

Email: jdunn@powerphone.com

Phone: (203)988-1292

The primary point of contact for Total Response SA implementation at City of Redondo Beach shall be:

Jason Kilpatrick

Email: jason.kilpatrick@redondo.org

Phone: (310)376-3337

The primary point of contact at City of Redondo Beach shall be responsible for the following:

- working with the assigned PowerPhone IM on all phases of the project;
- assigning tasks to internal stakeholders at City of Redondo Beach as needed to complete implementation project tasks; and
- coordinating all administrative and financial matters related to the implementation of Total Response SA at City of Redondo Beach.

Post Implementation

Once your Total Response SA implementation is complete, PowerPhone will continue to support your agency. After your project is complete, your PowerPhone IM will transition you to the dedicated PowerPhone Account Team that will assist you moving forward. Your Account Team will plan to meet with representatives from your agency twice a year to further assess usage, feedback, training, and other identified needs.

Annual Service Plan

Your Annual Service Plan provides you with technical support for Total Response SA and access to PowerPhone's full portfolio of online training programs. Your Annual Service plan begins 30 days after signing this Implementation & Service Agreement or upon installation of the Total Response SA software, whichever occurs first. Once started, your Annual Service plan will be in effect on an annual basis. It will automatically be renewed each year to provide continuity in the use of the Total response software, training, and technical support.

Software Requirements

City of Redondo Beach agrees to purchase any necessary software licenses for components that are required to host Total Response SA. City of Redondo Beach also agrees to purchase any computer hardware necessary for hosting Total Response SA. If existing hardware is deemed serviceable at City of Redondo Beach, Total Response SA may be installed on that hardware at the agency's discretion.

General requirements for Total Response SA may be viewed here: <https://powerphone.com/tr-sa-requirements/>

Pricing

Pricing detailed in this agreement expires on 2/1/2024

Total Response SA Pricing

Name	Item Number	Price	QTY	Subtotal
Total Response SA Full License	TRCLF	\$999.00	6	\$5,994.00
Site Licensed Training: Base Enrollment Package Initial pricing per agency for 2 call handling workstations for 1 year.	TRLT2WS	\$8,999.00	1	\$8,999.00
Site Licensed Training: Additional Workstations	TRLTAWS	\$3,499.00	2	\$6,998.00
				\$21,991.00

Total Response SA System Total \$21,991.00

Annual Service Plan Pricing

Pricing below is for the first 365 days of your Annual Service Plan. For new customers, the first year of your Annual Service Plan is included at no charge. After your initial service term expires, your Annual Service Plan payment will be due 30 days after your service renewal date. Pricing is subject to change over time. Any changes to your Annual Service Plan pricing will be clearly communicated prior to each renewal period.

Name	Item Number	Price	QTY	Subtotal
Annual Plan: Total Response Software Amount customer will pay for Annual Software Plan starting year 2 onward.	TRASWP	\$899.10	1	\$899.10
Annual Plan: Site Licensed Training Amount customer will pay for Annual Site Licensed Training Plan starting year 2 onward.	TRATL	\$5,572.00	1	\$5,572.00
Service Plan Credit Credit reimbursement for first year of Annual Service Plan	PPCREDIT-SP	-\$6,471.10	1	-\$6,471.10
				\$0.00

Payment Schedule

Payment #	Milestone	Amount Due	Percentage
1	Total Response SA (Due net 30 days)	\$21,991.00	100%

- Agency approval code/ PO #:
- PowerPhone's Federal Tax ID #: 06-1121538
- PowerPhone's W-9 Form: <https://powerphone.com/powerphonew9>

Payment Instructions

Pay by wire or ACH (Preferred)	
Bank name	Webster Bank
Bank address	28 Durham Rd, Madison, CT 06443
Routing #	211170101
Make payable to	PowerPhone
Business Checking Account #	0009480375
SWIFT ID	WENAUS31

Pay by check	
Make payable to	PowerPhone
Mailing address	PO Box 911 Madison, CT 06443

Terms and Conditions

1. **Contracting Parties.** This Implementation Agreement ("Agreement") is binding between the Customer ("Customer" or "City of Redondo Beach") and PowerPhone as of the date this agreement is signed.
2. **Incorporation by Reference and Integration.** This Agreement is incorporated by reference into and governed by the terms and conditions of the most current PowerPhone Master Services Agreement ("Master Agreement"), which can be found at <https://www.powerphone.com/msa>. The provisions of this Agreement supersede any conflicting provisions contained in any other prior or concurrent written or oral agreements unless otherwise noted in this document.
3. **Software, Professional Services, and Educational Services.** Listed in the Pricing section above are the Software products, Professional Services, and Educational Services for which City of Redondo Beach is agreeing to pay for under the terms outlined in this document.
4. **Definitions.** Capitalized terms in this Agreement have the meaning ascribed to them in the Master Services Agreement unless defined otherwise herein.
5. **Renewal.** This Agreement shall commence on January 23, 2024 and expire January 22, 2026. Following the initial term, this Agreement shall be subject to automatic renewal for two additional one-year terms, unless the Customer provides written notice of termination at least thirty days prior to the expiration date of the current term. In no event shall this Agreement continue beyond January 22, 2028.
6. **Confidentiality.** Notwithstanding any other document incorporated herein, the parties agree that confidential or proprietary information does not include any information that is: 1. already known to the receiving party at the time of disclosure hereunder (other than from the other party hereto) as demonstrated by its written records; 2. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information; 3. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; 4. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records; 5. disclosed pursuant to law, including without limitation the California Public Records Act; 6. disclosed due to any rule, order, referral, or request, including without limitation any rule, order, referral, or request of City Council; 7. disclosed as part of the City's customary contract approval process,

AGREED TO AND ACCEPTED:

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement.

Please sign below indicating your acceptance of the terms of this Agreement and Authority to enter into this Agreement.

ATTEST:

APPROVED AS TO FORM:

For City of Redondo Beach:

Eleanor Manzano, City Clerk

Michael W. Webb, City Attorney

Signature:

Date:

Name: William C. Brand

Title: Mayor

For PowerPhone:

Signature:

DocuSigned by:

49CDC95CFAC843B...

Date:

1/18/2024 | 6:06 AM PST

Name: Joe Dunn

Title:

Account Manager

Total Response Master Services Agreement

Last Revised: April 12, 2023

Agreement Structure

This Master Services Agreement (“Master Agreement”) establishes the general terms and conditions to which the parties have agreed with respect to provisioning of PowerPhone’s Total Response (“Total Response”) or Total Response Stand Alone (“Total Response SA”) call handling solutions (collectively referred to as the “Software”), any related implementation or other professional services (collectively, the “Professional Services”), and any provisioning of online educational programs (“Educational Services”) that may be ordered pursuant to an Implementation & Service Agreement by PowerPhone, Inc. (“PowerPhone”) for you (“you” or “Customer”). Additional terms shall be set forth in the Implementation & Service Agreement(s).

This Master Agreement, along with any Implementation & Service Agreement(s) executed by the Customer are referred to collectively as the “Agreements”. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreements. Each Implementation & Service Agreement shall be subject to the terms and conditions of this Master Agreement and any conflicting terms on any pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an Implementation & Service Agreement, the terms and conditions of this Master Agreement shall control, except where the Implementation & Service Agreement expressly states the intent to supersede a specific portion of this Master Agreement.

The Agreements are effective as of the earliest to occur of (a) your first access to the Software or (b) your execution of an Implementation & Service Agreement. If you access the Software on behalf of a company or entity then “you” or “Customer” are representing and warranting that (i) you are an authorized representative of the company or entity with the authority to bind the entity to this Master Agreement, and (ii) the company or entity agree to this Master Agreement on that entity’s behalf.

Definitions

“Educational Services” means learning programs delivered by PowerPhone via its online training platform.

“Implementation & Service Agreement” means any document(s), regardless of actual name, executed by the parties which incorporate(s) by reference the terms of this Master Agreement, and describes order-specific information, such as description of the Software, Professional Services, Educational Services, subscription term, fees, and other terms as may be agreed to by the parties.

“Professional Services” means system onboarding training, system implementation, data entry, data conversion, system integration, and other consulting services.

“Software” refers to PowerPhone’s Total Response or Total Response Stand Alone (also known as Total Response SA) Computer Aided Call Handling application and its associated computer programs, utilities, and services.

“Service Plan” means the agreement to periodic fees charged by PowerPhone to maintain the Software, Professional Services, and Educational Services subject to an Initial Term and subsequent mutually agreed-upon renewal terms.

“User” means any employee, an individual contractor or customer of Customer that is authorized by Customer to access the Software.

Scope of Work

Pursuant solely to the prices, terms, and conditions specified herein, PowerPhone hereby agrees to provide Customer with support for Software licenses purchased as part of Implementation & Service Agreement(s). Customers may also purchase training services as part of Implementation & Service Agreement(s) that shall be delivered via self-paced learning programs hosted on PowerPhone’s online education platform.

Software Licensing

Use of the Software for which a Service Plan is current is subject to the terms and conditions of PowerPhone's software as outlined herein. Any updates, or modifications received by Customer via the maintenance and support services described herein shall also be subject to the terms and conditions of the Agreements.

Confidential & Proprietary Information

Customer agrees that aspects of the Software, Professional Services and Educational Services, including, but not limited to, the specific design and structure of individual computer programs or specific content covered during the delivery of Professional Services or Educational Services, constitute trade secrets and/or copyrighted material of PowerPhone. Customer agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of PowerPhone. Customer agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Customer agrees to use the Software, Professional Services, and Educational Services for the sole purposes set forth in the Agreements and during the term of the Agreements and for no other purpose and at no other time. Title to Software, Professional Services, and Educational Services and documentation shall remain solely with PowerPhone.

Warrantees & Limitation of Liabilities

LIMITED WARRANTY. PowerPhone warrants that for a period of one (1) year from the date of install from PowerPhone: (i) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to Customer as the original licensee. Customer's exclusive remedy and the entire liability of PowerPhone and its suppliers under this limited warranty will be, at PowerPhone's option, repair, replacement, or refund of the Software. In no event does PowerPhone warrant that the Software are error free or that Customer will be able to operate the Software without problems or interruptions.

This warranty does not apply if the Software(a) has been altered, except by PowerPhone, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by PowerPhone.

Scope of Use

PowerPhone expressly reserves all rights in the Software, Professional Services, and Educational Services not specifically granted to Customer.

Software Operating License

Customer is granted a nonexclusive license to install the Software for internal use on appropriately configured equipment and to install, store, load, execute and display (collectively, the "License") the Software by no more than the licensed quantities defined.

Software Support Scope of Work

Customer may request to move the Software from one workstation or server to another and on most occasions at no additional charge. In the event Customer exceeds the number of permitted users or instances, Customer will pay PowerPhone the appropriate license fees for the additional usage.

Acceptance of Software License

It is understood that PowerPhone licenses instances of the Software. If Customer makes substantial beneficial use of the Software, it will be conclusively deemed accepted.

Software Technical Support

PowerPhone will provide access to a qualified support technician by telephone between 8:30 AM and 5:00 PM Eastern Time on normal business days at our primary business number 203.245.8911. Software support requests should be submitted by email to customerservice@powerphone.com. E-mail will be answered between the hours of 8:30 AM and 5:00 PM Eastern Time on normal business days.

In addition, support may be provided by telephone and may be supplemented by the use of remote access to the Customer's system. Technical support personnel will attempt to resolve the question or problem immediately. If the question or problem cannot be resolved immediately, PowerPhone will provide a resolution or follow-up plan within 24 business hours.

Emergency Support is available twenty-four (24) hours per day, seven (7) days per week for Priority 1 errors. Customer shall be provided with a technical support phone number A technical support representative will return the call within one hour.

Technical support provided by the Agreements are limited to the function and operation of the current versions of PowerPhone software applications. It does not extend to issues related to configuring or maintaining other software applications or to the Customer's computer or networking environment.

Software Support Response Process

PowerPhone will exercise commercially reasonable efforts to correct any error reported by Customer in the then-current, unmodified release of the software in accordance with the priority level assigned by PowerPhone and agreed to by both parties. PowerPhone reserves the right to determine classification on any reported error.

Software Error Defined Priority Levels

“Priority 1 Response”: Defined as an event or error that causes a complete loss of Software access and/or significant functionality at a majority of workstations, or at a sufficient number of workstations that results in an inability for the Customer to use the Software such as protocol access not being available. The Customer is encouraged to err on the side of caution when encountering an issue and notify PowerPhone immediately.

“Priority 2 Response”: Defined as an event or error that results in some unexpected or undesired behavior, but not enough to disrupt system function or negatively impact overall operations.

“Priority 3 Response”: Defined as either a non-urgent event or error that does not result in any noticeable breakdown of the Software Product; or a Customer request for assistance in installing the Software Product on new or replacement machine.

(a) Priority 1 Response. PowerPhone shall promptly commence the following procedures:

- (i) assign PowerPhone engineer(s) to correct an error;
- (ii) provide Customer with periodic updates on the status of the corrections; and

(iii) initiate work to provide Customer with a workaround or fix.

(b) Priority 2 Response. PowerPhone shall exercise commercially reasonable efforts to address the error or request. PowerPhone will attempt to resolve an identified error in a reasonable amount of time. Resolution may take the form of a future version or database release of the Software.

(c) Priority 3 Response. PowerPhone may include the fix/enhancement for an error in a subsequent major release of the Software. PowerPhone will work with the Customer to schedule time to provide resolution to an installation related request.

Software Product Updates

PowerPhone will make available to the Customer any software patches, corrections, improvements, or updates to the Software for which a Service Plan is active and paid in full by the Customer.

Electronic Access

PowerPhone shall grant to the Customer the right to access such electronic distribution services as PowerPhone deems appropriate. These distribution services may include electronic mail, or access via the Internet to files and documents. It shall be the responsibility of the Customer to provide any such resources as may be necessary for Customer's electronic access to the annual maintenance services, including the internet connectivity to facilitate remote access.

Software Custom Programming and Consulting Services

If Customer requires professional services for configuration in connection with the Software after successful completion of project implementation, PowerPhone's consulting services will be made available to the Customer for an additional 2 hours of remote assistance at 30-minute increments annually. Beyond the allotted time, the regular hourly rate will be charged for a mutually agreed upon time frame and can include travel and reasonable expenses.

Excluded Services

The maintenance service to be provided by PowerPhone under the Agreements will not include maintenance necessary due to failure or replacement of software and hardware products not supplied by PowerPhone or not covered under the Agreements. Software, Professional Services, and Educational Services provided by PowerPhone that are outside the scope of and/or specifically excluded by this Master Agreement or an Implementation & Service Agreement shall be invoiced by PowerPhone at a rate determined by PowerPhone based on the nature of the service(s).

Disclaimer of Warranties and Limitation of Liability

Outside of those expressly written herein, PowerPhone hereby disclaims all warranties with regard to the Software, Professional Services, and Educational Services provided hereunder, including all implied warranties of merchantability and fitness for particular purpose and all obligation or liabilities on the part of PowerPhone for damages, including, but not limited to, consequential, incidentally, special, or indirect damages arising out of or in connection with the use or performance of the software and annual service plan, including, but not limited to, loss of use, revenue, profit, or data.

Delay

PowerPhone shall not be liable for any delay in the provision of the Software, Professional Services, and Educational Services described herein due to any cause beyond its control. Such causes include, but are not limited to strike, acts of God, lot failure, acts of the Customer, etc. In the event PowerPhone is unable wholly or partially to perform its obligations pursuant to the Agreements because of any cause beyond its control, PowerPhone may terminate the Agreements without liability to Customer.

Service Plan Term

The Initial Term of the Service Plan begins upon the first to occur of the following: (i) completed installation of the software; or (ii) 30 days after signature of an Implementation & Service Agreement. The Initial Term of the Service Plan remains in effect for 365 days after commencement, unless other Service Plan terms have been agreed to in an Implementation & Service Agreement between PowerPhone and the Customer. The Service Plan will renew automatically upon its expiration for an additional term of 365 days, unless the Customer requests cancellation of the Service Plan in writing no later than 30 days prior to expiration of the current Service Plan term. If the Customer does not cancel the renewal of a Service Plan at least 30 days prior to the renewal date, the Service Plan renewal will be deemed accepted and agreed to by the Customer. All renewal terms accepted and agreed to by the Customer shall commence upon the date of expiry from either the Initial Term or any subsequent renewal terms that have been agreed to. PowerPhone reserves the right to unilaterally terminate the Agreements in the event the Customer fails to adhere to its terms and conditions within 30 days of being advised in writing that they are in breach of these terms and conditions in use of the services and licensing. In addition, PowerPhone reserves the right to discontinue the Service Plan at the time of renewal of the Service Plan.

Governing Law

The jurisdiction where the Customer's office is located shall govern all claims and disputes under the Agreements, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort. Nothing contained herein will be deemed to be a waiver of any right that may exist to remove an action filed in state court or federal court.

MSA041223



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2023

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 AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450	CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C No. Ext): 888-289-2939 E-MAIL ADDRESS: certs@apintego.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED PowerPhone Inc 1321 Boston Post Rd Madison CT 06443	INSURER A: The Standard Fire Insurance Company NAIC # 19070	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A <input type="checkbox"/>	UB4T694440	05/19/2023	05/19/2024	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Redondo Beach Police Department 401 Diamond Street Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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Clear All



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2023

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 The Stone Agency 350 Goose Lane P. O. Box 309 Guilford CT 06437		CONTACT NAME: Kimberly Powell PHONE (A/C, No, Ext): (203) 453-2701 E-MAIL ADDRESS: kpowell@stoneinsagency.com FAX (A/C, No): (203) 458-7009	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lloyds of London	NAIC # 32727
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED PowerPhone Inc. 1321 Boston Post Road Madison CT 06443			

COVERAGES

CERTIFICATE NUMBER: 23-24

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 <input checked="" type="checkbox"/> Pollution Liability \$5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ESL0039649504	04/17/2023	04/17/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Employee Benefits \$ 2,500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ESL0039649504	04/17/2023	04/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Nonowned Liab BI \$ 5,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber & Privacy Liability Professional Liability E&O			ESL0039649504	04/17/2023	04/17/2024	Cyber Limit 5,000,000 Professional Limit 5,000,000 Deductible 15,000

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

Redondo Beach Police Department is additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Redondo Beach Police Department 401 Diamond Street Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Administrative Report

H.8., File # 23-7085

Meeting Date: 1/23/2024

To: MAYOR AND CITY COUNCIL
From: JOSEPH HOFFMAN, CHIEF OF POLICE

TITLE

APPROVE AN AGREEMENT WITH SPIDR TECH FOR CUSTOMER ENGAGEMENT SOFTWARE FOR A TOTAL AMOUNT NOT TO EXCEED \$108,579.40 AND THE TERM FEBRUARY 6, 2024 THROUGH FEBRUARY 5, 2029

EXECUTIVE SUMMARY

Approval of this Agreement will continue the Police Department's use of existing SPIDR Tech mobile survey analysis services for up to five additional years. SPIDR Tech's mobile survey software has been a highly valuable community engagement and citizen response tool.

BACKGROUND

The SPIDR Tech platform engages citizens that request services through the City of Redondo Beach Communications Center, provides immediate automated messaging specific to their issue, and conducts a mobile survey analysis. This platform provides immediate reporting party acknowledgment messages in most circumstances when a citizen calls the Communications Center and requests services. The Police Department has enabled certain types of calls and events that trigger the messages to be sent and all of the messages have been customized to provide information relevant to the specific incident or event the citizen is calling about. Approximately 80% of all call types have associated messages that can be sent with this platform. Information included in the text message provides confirmation of the request for service, case or incident number, contact information, how to follow up, and links to other useful information.

In addition to the auto response feature, the SPIDR Tech platform implemented a mobile survey feature that allows for reporting party surveys. These surveys provide the Police Department with valuable feedback and the ability to measure community interactions. This feature was enabled for the Police Department in June 2018. Since being enabled, thousands of surveys have been sent out. The surveys are only sent to citizens that have called the Communications Center, requested services, and received the previously mentioned reporting party acknowledgment message. The surveys are sent via text message shortly after the first message. Each survey consists of six multiple choice questions and a space for free comments.

On January 3, 2017, the City Council approved an agreement with SPIDR Tech for the purchase and installation of the SPIDR engage customer engagement platform. The extended time frame of initial set-up and implementation resulted in a first amendment to the SPIDR Tech subscription agreement being approved by City Council on March 6, 2018, allowing the platform to function fully. The second

amendment extended the term of the Agreement to January 4, 2024, which was approved by Council on February 5, 2019. Approval of this item would renew the subscription for five years beginning February 6, 2024 through February 5, 2029.

In 2022, SPIDR Tech enhanced their platform to allow for public engagement with crime victims to relay case status updates based to the victim’s telephone number and/or e-mail address as provided upon completion of a police report. The Police Department Investigations Division has established the types of cases that that will relay updates to crime victims via text message or e-mail. The information relayed also includes the Case number, the assigned investigator, the date of the case status update and the action completed that activated the case status update to be sent. This enhancement also offers a victim survey for the public to complete similar to the Communications Center response.

SPIDR Tech, has been an effective partner for the Police Department in establishing a reliable customer engagement platform that puts the community in closer contact with the Department while providing valuable community insights that can be used to enhance Department performance.

COORDINATION

The Police Department coordinated this agreement with the City Attorney’s Office.

FISCAL IMPACT

The total cost for the five 5-year Agreement will not to exceed \$108,579.40. Annual funding for the agreement is included in the Police Department’s operating budget.

Year	Cost
2024	\$20,451.66
2025	\$21,064.67
2026	\$21,697.63
2027	\$22,347.71
2028	\$23,017.74

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt -SPIDR Tech
- Agreement - Original Agreement SPIDR Tech
- Insurance - SPIDR Tech, February 5, 2019



SPIDR Tech Proposal

Quote Information

Quote Name	Redondo Beach Police Department (CA) - 5-Year Contract Renewal	Created Date	2023-10-30
		Proposal Expiration Date	2024-02-06
Quote Number	00002786		
Created By	Jennifer Schwartz		

Executive Summary

SPIDR Tech was founded by former law enforcement officers to help law enforcement agencies leverage their own data to improve public perception and increase efficiency by providing excellent customer service. Following extensive market research, we designed and built the world's first comprehensive customer service infrastructure for law enforcement with the goal of improving communication and transparency between agency and community.

Overview of the Technology

The SPIDR Tech Platform is designed to incorporate relevant data from your agency's Records Management System (RMS) and/or Computer Aided Dispatch (CAD) system to automatically generate and send customized text and email messages to victims of crime and reporting parties. Subsequently, customers will receive mobile-friendly surveys comprised of questions chosen by your agency that can be utilized to measure community trust and satisfaction.

The platform offered in this proposal is entirely Software-as-a-Service (SaaS) and requires no hardware to be installed locally with the agency. The software can be accessed using any modern browser, such as Chrome, Firefox, Safari, and Edge.

Your agency can push data to the SPIDR Tech Platform via our Application Program Interface (API), or the SPIDR Tech deployment team can read data from a server through a secure connection.

Project Notes:

5-Year Contract Renewal
Year 1- 02/06/2024 to 02/05/2025- \$20,451.66
Year 2- 02/06/2025 to 02/05/2026- \$21,064.67
Year 3- 02/06/2026 to 02/05/2027- \$21,697.63
Year 4- 02/06/2027 to 02/05/2028- \$22,347.71
Year 5- 02/06/2028 to 02/05/2029- \$23,017.74

Agency Information

Contact Name	Captain Stephen Sprengel	Account Name	Redondo Beach Police Department (CA)
Email	Stephen.Sprengel@redondo.org		

Quote Line Items

Quantity	Product	Sales Price	Total Price	Line Item Description
96.00	SPIDR Platform Subscription	USD 297.00	USD 20,451.66	Year 1- 02/06/2024 to 02/05/2025
1.00	Maintenance & Support	USD 0.00	USD 0.00	Year 1- Included
96.00	SPIDR Platform Subscription	USD 297.00	USD 21,064.67	Year 2-02/06/2025 to 02/05/2026
1.00	Maintenance & Support	USD 0.00	USD 0.00	Year 2- Included
96.00	SPIDR Platform Subscription	USD 297.00	USD 21,697.63	Year 3- 02/06/2026 to 02/05/2027
1.00	Maintenance & Support	USD 0.00	USD 0.00	Year 3- Included
96.00	SPIDR Platform Subscription	USD 297.00	USD 22,347.71	Year 4- 02/06/2027 to 02/05/2028
1.00	Maintenance & Support	USD 0.00	USD 0.00	Year 4- Included
96.00	SPIDR Platform Subscription	USD 297.00	USD 23,017.74	Year 5- 02/06/2028 to 02/05/2029
1.00	Maintenance & Support	USD 0.00	USD 0.00	Year 5- Included

Totals

Invoicing Notes:	5-Year Contract Renewal	Contract Term	5 Year
	Year 1- 02/06/2024 to 02/05/2025- \$20,451.66	Quote Currency	USD
	Year 2- 02/06/2025 to 02/05/2026- \$21,064.67	Net Terms	Net 45
	Year 3- 02/06/2026 to 02/05/2027- \$21,697.63	Subtotal	USD 142,560.00
	Year 4- 02/06/2027 to 02/05/2028- \$22,347.71	Discount	23.84%
	Year 5- 02/06/2028 to 02/05/2029- \$23,017.74	Total Price	USD 108,579.40
		Grand Total	USD 108,579.40

Quote Acceptance Information

TERM:

The products and services listed under this renewal quote shall be governed by the existing agreement(s) as between Customer and SPIDR Tech, Inc.

By signing this renewal quote, the Customer is hereby bound to renew the service for the period described and/or to purchase the products listed for the grand total stated herein. A signed renewal quote transmitted through email is valid and binding even if an original paper document bearing the customer's original signature is not delivered.

Agency

SPIDR Tech, Inc.

Signature of Authorized Individual:

Signature of Authorized Individual:



Name of Authorized Individual:

Adam Schwartz (Jan 9, 2024 08:12 MST)

William C. Brand

Name of Authorized Individual:

Adam Schwartz

Title:

Title:

Mayor

CRO

Date:

Date:

December 21, 2023

Purchase Order (if known):

Full legal name of Customer:

City of Redondo Beach

Subscription Agreement

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made as of date of last signature above (the "Effective Date"), by and between SPIDR Tech Inc., a Delaware corporation addressable at 1 N. MacDonald, Suite 500. Mesa, AZ 85201 ("SPIDR Tech"), and the Customer identified in the attached Sales Proposal. SPIDR Tech and Customer may be referred to as a "Party" herein and together as the "Parties." The Sales Proposal executed by and between SPIDR Tech and the Customer (the "Sales Proposal") and the terms therein shall be deemed incorporated herein.

WHEREAS, SPIDR Tech's proprietary systems, applications and related APIs permit police departments to gather, review and analyze data in connection with law enforcement intelligence, officer productivity and related community engagement.

WHEREAS, Customer desires to access and use SPIDR Tech's proprietary system, and SPIDR Tech desires to provide such access, in accordance with the terms and conditions herein;

NOW, THEREFORE, in consideration of the covenants set forth herein, SPIDR Tech and Customer hereby agree as follows:

ATTEST:

APPROVED AS TO FORM:

Eleanor Manzano, City Clerk

Michael W. Webb, City Attorney

1. Provision of the Service.

1.1 Provision Generally. SPIDR Tech will provide Customer with access to SPIDR Tech's proprietary service for the modules specified in the Sales Proposal (collectively the "Service") in accordance with the terms and conditions of this Agreement. In order to access and use the Service, Customer is responsible at its own expense for obtaining its own Internet access, and any hardware and software required therefor.

1.2 Grant of Rights. Subject to the terms and conditions of this Agreement, SPIDR Tech hereby grants to Customer a limited, non-exclusive, non-transferable right to access and use the Service, solely for Customer's purposes during the Term. All rights not expressly granted to Customer are reserved by SPIDR Tech and its licensors. There are no implied rights.

1.3 Restrictions. Customer shall not (and shall not allow any third party to): (a) use the Service for the benefit of any third party, or to develop or market any product, software or service that is functionally similar to or derivative of the Service, or for any other purpose not expressly permitted herein; (b) permit any third party or individual to access or use the Service; (c) sell, distribute, rent, lease, service bureau, post, link, disclose or provide access to the Service, directly or indirectly, to any third party; (d) alter, modify, debug, reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to any software (including source code) associated with the Service; or (e) use any robot, spider, scraper or other automated means to access the Service, or engage in any scraping, data-mining, harvesting, screen-scraping, data aggregating or indexing of the Service. Customer shall keep all passwords and API Keys provided to it safe and secure, and shall be responsible for all use of the Service using passwords or API keys issued to Customer. Customer shall notify SPIDR Tech immediately of any actual or suspected unauthorized use of its passwords or API keys for the Service. Without limiting any of its other rights or remedies, SPIDR Tech reserves the right to suspend access to the Service if SPIDR Tech reasonably believes that Customer has materially violated the restrictions and obligations in this Agreement (in which case, it shall provide Customer prompt written notice of such suspension).

1.4 Customer Cooperation. Customer shall: (a) reasonably cooperate with SPIDR Tech in all matters relating to the Service; (b) respond promptly to any SPIDR Tech request to provide information, approvals, authorizations or decisions that are reasonably necessary for SPIDR Tech to provide the Service in accordance with this Agreement; and (c) provide such Customer materials or information as SPIDR Tech may reasonably request to provide the Service and ensure that such materials or information are complete and accurate in all material respects.

2. SPIDR Tech Technology. In connection with providing the Service, SPIDR Tech and its licensors shall operate and support the hosted environment used by SPIDR Tech to provide the Service, including the SPIDR Tech Technology, the server hardware, disk storage, firewall protection, server operating systems, management programs, web server programs, documentation and all other technology or information so used by SPIDR Tech. As used herein, "SPIDR Tech Technology" means all of SPIDR Tech's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by SPIDR Tech in providing the Service.

3. Downtime. Subject to the terms and conditions of this Agreement, SPIDR Tech shall use commercially reasonable efforts to provide access to the Service for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Customer agrees that from time to time the Service may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which SPIDR Tech may undertake from time to time; or (iii) causes beyond the control of SPIDR Tech or which are not reasonably foreseeable by SPIDR Tech, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures, or failures or issues experienced by the Hosting Contractors independent of and not related to the Service or SPIDR Tech (collectively "Downtime"). SPIDR Tech shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Customer in the event of any scheduled Downtime. SPIDR Tech shall have no obligation during performance of such operations to mirror Customer Data on any other server or to transfer Customer Data to any other server. SPIDR Tech shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the service in connection with Downtime, whether scheduled or not.

4. Ownership. Customer acknowledges and agrees that as between SPIDR Tech and Customer, all right, title and interest in and to the Service (including the data, information, text, images, designs, sound, music, marks, logos, compilations (meaning the collection, arrangement and assembly of information) and other content on or made available through the Service, other than Customer Data), the SPIDR Tech Technology and all improvements and derivatives of the foregoing (including all intellectual property and proprietary rights embodied therein or associated therewith) are and shall remain owned by SPIDR Tech or its licensors, and this Agreement in no way conveys any right, title or interest in the Service or the SPIDR Tech Technology other than a limited right to use the Service in accordance with the terms and conditions herein. No right or license is granted hereunder to Customer under any trademarks, service marks, trade names or logos. Customer shall not remove any SPIDR Tech trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.

5. Fees; Payments; Taxes.

5.1 Fees. In consideration of the provision of the Service hereunder, Customer shall pay SPIDR Tech the fees as set forth and the scheduled laid out on the Sales Proposal.

5.2 Taxes. All amounts due hereunder are exclusive of all sales, use, excise, service, value added, or other taxes, duties and charges of any kind (whether foreign, federal, state, local or other) associated with this Agreement, the Service, or Customer's access to the Service. Customer shall be solely responsible for all such taxes, duties and charges (except for taxes imposed on SPIDR Tech's income), which may be invoiced by SPIDR Tech from time-to-time.

5.3 Payment Method. Customer shall make all payments hereunder, in US dollars, in the manner specified by SPIDR Tech, and without deduction of any charges, taxes or other amounts.

5.4 Late Payments. Reserved.

6 Term; Termination.

6.1 Term. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated as set forth herein, shall continue for the period and in the manner set forth in the Sales Proposal. Either Party may terminate this Agreement by providing the other Party 30 days advance written notice of its desire to terminate. The entire term before termination is collectively referred to as the "Term" herein.

6.2 Termination for Breach. Either Party may terminate this Agreement by written notice thereof to the other Party, if the other Party materially breaches this Agreement and does not cure such breach within 30 days after written notice thereof.

6.3 Effects of Termination; Survival. Upon any termination of this Agreement: (a) all rights granted to Customer hereunder shall terminate and SPIDR Tech shall no longer provide access to the Service to Customer, and (b) Customer shall cease using the Service. Any obligations that have accrued prior to termination shall survive termination of this Agreement. In addition, the following Sections, as well as any other provisions herein which by their nature should survive, shall survive termination of this Agreement: Sections 4 through 12.

7. Customer Data.

7.1 Data Generally. All data and information which the Customer inputs or provides to the Service (the "Customer Data") is stored in a private and secure fashion (as regulated by CJIS requirements), and will not be used by SPIDR Tech except as permitted herein. Customer hereby grants to SPIDR Tech a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the Customer Data solely in connection with providing the Service to Customer, and improving and developing the Service. In addition, SPIDR Tech may analyze Customer Data, and data of other customers, to create aggregated or anonymized statistics or data that do not identify Customer or any individual, and SPIDR Tech may during and after the Term use and disclose such statistics or data in its discretion. Except as specified otherwise in this Agreement (including the Sales Proposal), Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Data. The content of Customer Data shall be Customer's sole responsibility. SPIDR Tech shall operate the Service in a manner that provides reasonable information security for Customer Data, using commercially reasonable data backup, security, and recovery protections (as regulated by CJIS requirements).

7.2 Additional Customer Responsibilities. Customer is solely responsible for all Customer Data. SPIDR Tech does not guarantee the accuracy, integrity or quality of Customer Data. Customer shall not: (a) upload or otherwise make available to SPIDR Tech any Customer Data that is unlawful or that violates the rights of any third parties; (b) upload or otherwise make available to SPIDR Tech any Customer Data that Customer does not have a right to transmit due to any law, rule, regulation or other obligation; (c) use, upload or otherwise transmit any Customer Data that infringes any intellectual property or other proprietary rights of any third party; (d) upload or otherwise make available to SPIDR Tech any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, limit the functionality of any computer software or hardware or telecommunications equipment; (e) interfere with or disrupt the Service or servers or networks connected to the Service; (f) upload or otherwise make available to SPIDR Tech any Customer Data that constitutes protected health information subject to the Health Insurance Portability and Accountability Act or any regulation, rule or standards issued thereunder; or (g) violate any applicable law, rule or regulation, including those regarding the export of technical data.

8. Representations and Warranties; Disclaimer.

8.1 General Representations and Warranties. Each Party hereby represents and warrants to the other Party that: (a) it is a corporation, company or other entity (as applicable) duly organized, validly existing and in good standing in its jurisdiction of organization; (b) its execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary organizational action on its part; (c) the provisions set forth in this Agreement constitute legal, valid, and binding obligations of such Party enforceable against such Party in accordance with their terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally; and (d) its execution, delivery and performance of this Agreement do not and will not conflict with, result in a breach of, constitute a default under, or require the consent of any third party under, any agreement or other obligation to which such Party is subject.

8.2 SPIDR Tech Limited Warranty. SPIDR Tech warrants that it will provide the Service in a competent and workmanlike manner. SPIDR Tech does not warrant that it will be able to correct all reported defects or that use of the Service will be uninterrupted or error free. SPIDR Tech makes no warranty regarding features or services provided by any third parties. SPIDR Tech retains the right to modify its services and the SPIDR Tech Technology in its sole discretion; provided that doing so does not have a material adverse impact on the Service hereunder. Customer's sole remedy for SPIDR Tech's breach of the warranty in this paragraph shall be that SPIDR Tech shall remedy the applicable error, or if SPIDR Tech is unable to do so in a timely manner, refund to Customer actual damages.

8.3 Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 8.1-8.2 ABOVE, SPIDR TECH MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE SERVICE (IN EACH CASE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE), INCLUDING ANY WARRANTY (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, (B) THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, (C) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR (D) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE.

9. Limitations of Liability.

9.1 Damages Cap Reserved.

9.2 TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SPIDR TECH'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO SPIDR TECH UNDER THIS AGREEMENT DURING THE PRIOR 6 MONTHS.

9.3 Disclaimer of Indirect Damages. EXCEPT FOR (A) CUSTOMER'S OBLIGATION TO PAY ALL AMOUNTS DUE HEREUNDER, (B) ITS INDEMNIFICATION OBLIGATIONS OR (C) ITS BREACH OF ANY INTELLECTUAL PROPERTY OR CONFIDENTIALITY OBLIGATIONS OR RESTRICTIONS HEREIN (INCLUDING ANY LIMITATIONS OR RESTRICTIONS ON USE OF THE SERVICE), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOSS OF DATA, PROFITS OR REVENUE) ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

9.4 Basis of the Bargain. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 ARE A FUNDAMENTAL BASIS OF THE BARGAIN, THAT SPIDR TECH HAS SET ITS FEES IN RELIANCE ON THE ENFORCEABILITY OF THESE PROVISIONS, AND THAT THEY SHALL APPLY NOTWITHSTANDING THAT ANY REMEDY SHALL FAIL ITS ESSENTIAL PURPOSE.

10. Indemnification.

10.1 SPIDR Tech Indemnification. SPIDR Tech shall defend, indemnify and hold harmless Customer and its directors, officers, employees and agents ("Customer Indemnified Parties") from and against any third party claims, actions, proceedings, demands, lawsuits, damages, liabilities and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") to the extent based on any claim that the Service infringes, misappropriates or otherwise violates (collectively, "Infringes") any third party intellectual property or proprietary right (excluding patents).

10.2 Customer Indemnification. Customer shall defend, indemnify and hold harmless SPIDR Tech and its directors, officers, employees, agents and providers ("SPIDR Tech Indemnified Parties") from and against any Claims to the extent based on any claim that the Customer Data Infringes any third party intellectual property or proprietary right (excluding patents).

10.3 Indemnification Process. As conditions of the indemnification obligations in Sections 10.1-10.2 above: (a) the applicable Customer Indemnified Party or SPIDR Tech Indemnified Party (the "Indemnitee") will provide the indemnifying Party (the "Indemnitor") with prompt written notice of any Claim for which indemnification is sought (provided that failure to so notify will not remove the Indemnitor's indemnification obligations except to the extent it is prejudiced thereby), (b) the Indemnitee will permit the Indemnitor to control the defense and settlement of such Claim, and (c) the Indemnitee will reasonably cooperate with the Indemnitor in connection with the Indemnitor's evaluation, defense and settlement of such Claim. In defending any Claim, the Indemnitor shall use counsel reasonably satisfactory to the other Party. The Indemnitor shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of the other Party (not unreasonably withheld).

10.4 Exclusions. SPIDR Tech's obligations in Section 10.1 above shall not apply to any Claim to the extent arising from or relating to (a) misuse of the Service (including any use not strictly in accordance with the documentation therefor, SPIDR Tech's instructions, and this Agreement), (b) any modification, alteration or conversion of the Service not created or approved in writing by SPIDR Tech, (c) any combination of the Service with any computer, hardware, software or service not provided by SPIDR Tech, (d) SPIDR Tech's compliance with specifications or other requirements of Customer, or (e) any third party data or Customer Data. If the Service is or may be subject to a Claim of Infringement described in Section 10.1 above, SPIDR Tech may, at its cost and sole discretion: (i) obtain the right for Customer to continue using the Service as contemplated herein; or (ii) replace or modify the Service so that it becomes non-Infringing without substantially compromising its principal functions; or (iii) to the extent the foregoing are not commercially reasonable, terminate this Agreement and return to Customer any pre-paid fees for the Service associated with the then-remaining Term. SPIDR Tech's obligations in this Section 10 shall be SPIDR Tech's sole obligations, and Customer's sole remedies, in the event of any Infringement of intellectual property or proprietary rights by or related to the Service.

11. Confidentiality.

11.1 Definition. "Confidential Information" means information that is disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") hereunder during the Term that is clearly labeled or identified as confidential or proprietary when disclosed, or that, under the circumstances, should reasonably be treated as confidential, except that "Confidential Information" shall not include any information that (a) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the Receiving Party; (b) is rightfully in the Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure; (e) required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena, or court order including but not limited to the California Public Records Act (CALIFORNIA PUBLIC RECORDS ACT GOVERNMENT CODE SECTION 6250 ET SEQ); (f) disclosed due to any rule, order, referral, or request, including without limitation any rule, order, referral, or request of the Customer's City Council; (g) disclosed as part of the Customer's customary contract approval process.

11.2 In addition, (i) the terms and conditions of this Agreement shall be deemed to be Confidential Information of both Parties; and (ii) the Service and SPIDR Tech Technology shall be deemed Confidential Information of SPIDR Tech, regardless of whether or not they are labeled or identified or would reasonably be considered confidential.

11.3 General Obligations. Each Party agrees that it will during the Term and thereafter (a) not disclose the other Party's Confidential Information to any third party (other than as permitted in the last sentence of this paragraph); (b) use the other Party's Confidential Information only to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement; (c) disclose the other Party's Confidential Information only to those of its employees and independent contractors who reasonably need to know such information for purposes of this Agreement and who are bound by confidentiality obligations offering substantially similar protection to those in this Section 11; and (d) protect all Confidential Information of the other Party from unauthorized use, access, or disclosure in the same manner as it protects its own confidential information of a similar nature, and in no event with less than reasonable care. Notwithstanding the above, this paragraph shall not prohibit: (i) a Party from disclosing Confidential Information of the other Party to the extent required by applicable law, rule or regulation (including a court order or other government order) or the rules and regulations of the SEC or any national securities exchange; provided that such Party provides the other Party prior written notice of such disclosure, to the extent practicable, and reasonably cooperates with efforts of the other Party to seek confidential treatment thereof, to the extent such cooperation is requested by the other Party; or (ii) a Party from disclosing the terms and conditions of this Agreement to its attorneys and financial advisors, or current or potential lenders, other sources of financing, investors or acquirors; provided that such third parties are bound by confidentiality obligations offering substantially similar protection to those in this Section 11 (provided further that such third parties are only permitted to use such information for the purpose of advising, lending or providing financing to, or investing in or acquiring, such Party, as applicable).

11.4 Return or Destruction. Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party, or destroy or erase, the Disclosing Party's Confidential Information in tangible form, upon the termination of this Agreement; provided that (a) Receiving Party may retain a copy of Disclosing Party's Confidential Information solely for the purposes of tracking Receiving Party's rights and obligations hereunder with respect thereto, (b) Receiving Party may retain copies of Disclosing Party's Confidential Information solely to the extent required by law or by applicable professional standards which require such Party to retain copies of its working papers, and (c) Receiving Party may retain Disclosing Party's Confidential Information solely to the extent reasonably necessary for Receiving Party to exercise rights or perform obligations under this Agreement that survive such termination.

11.5 Feedback. Notwithstanding the above or anything to the contrary herein, to the extent that Customer at any time provides SPIDR Tech with any feedback or suggestions regarding the Service, including potential improvements or changes thereto (collectively, "Feedback"), the Feedback shall not be considered Confidential Information of Customer, and SPIDR Tech shall be free to use, disclose, and otherwise exploit in any manner, the Feedback for any purpose.

12. Miscellaneous.

12.1 Compliance with Laws. Each Party shall comply with all laws, rules, regulations, and ordinances applicable to its activities hereunder.

12.2 Hosting Providers. Customer acknowledges that the Service is hosted by third party hosting providers (the "Hosting Contractors"). SPIDR Tech may change its Hosting Contractors at any time. Customer's use of the Service is subject to any applicable restrictions imposed by the Hosting Contractors. While SPIDR Tech shall not be liable for direct problems, failures, defects or errors caused exclusively by the Hosting Contractors, SPIDR Tech shall be liable for issues within its control and commits to addressing and rectifying such service disruptions in a timely manner. Customer acknowledges that the fees payable for the Service reflect the balance of responsibilities shared between SPIDR Tech and the Hosting Contractors.

12.3 Assignment. Customer may not assign this Agreement, or assign any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of SPIDR Tech. SPIDR Tech may freely assign this Agreement, or assign any of its rights or delegate any of its obligations under this Agreement. Any purported assignment or delegation in violation of this paragraph is null and void. This Agreement will bind and inure to the benefit of each Party's successor and permitted assigns.

12.4 Entire Agreement; Amendment. This Agreement (including the Sales Proposal attached hereto) contains the complete understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, oral or written, with respect thereto. No pre-printed terms on any purchase order, invoice or similar document issued in relation to this Agreement shall have any effect on the Parties or this Agreement. This Agreement may be amended or modified only by an express written agreement signed by duly authorized representatives of both Parties.

12.5 Notices. Unless otherwise specifically provided herein, all notices required or permitted by this Agreement shall be in writing and may be delivered personally, or may be sent by facsimile, overnight delivery or certified mail, return receipt requested, to the addresses provided in the Sales Proposal.

12.6 Force Majeure. SPIDR Tech shall not be liable or responsible to Customer, nor be considered to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any provision of this Agreement to the extent such failure or delay is caused by or results from any act, circumstance or other cause beyond the reasonable control of SPIDR Tech, including acts of God, flood, fire, earthquake, explosion, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes.

12.7 Publicity. SPIDR Tech shall have the right to use Customer's name and logo on client lists published on SPIDR Tech's website and in marketing materials. SPIDR Tech may announce the relationship hereunder in a press release provided that SPIDR Tech obtains Customer's prior approval of the wording of the release (not to be unreasonably withheld).

12.8 Choice of Law. This Agreement is and will be governed by and construed under the laws of California USA, without giving effect to any conflicts of laws provision thereof or of any other jurisdiction that would produce a contrary result. The Parties hereby consent to the jurisdiction of any federal or state court located in the state of California for any claim or other proceeding related to this Agreement or their activities hereunder, and waive any objections of improper venue or inconvenient forum.

12.9 Injunctive Relief. Each Party acknowledges that its breach of any intellectual property or confidentiality obligations or restrictions herein (including any limitations or restrictions on use of the Service) will cause substantial harm to the other Party that could not be remedied by payment of damages alone. Accordingly, the other Party will be entitled to seek preliminary, temporary and permanent injunctive relief, and other equitable relief, for any such breach, without any requirement to post bond, in any court of competent jurisdiction.

12.10 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise or employment relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

12.11 Waiver. No waiver by either Party of any of the provision of this Agreement is effective unless explicitly set forth in writing and signed by such Party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12.12 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction.

12.13 Headings; Interpretation. Headings are provided for convenience only and will not be used to interpret the substance of this Agreement. Unless the intent is expressly otherwise in specific instances, use of the words "include," "includes," or "including" in this Agreement shall not be limiting and "or" shall not be exclusive.

12.14 Counterparts. This Agreement may be executed in two counterparts (which may be delivered by .pdf or other facsimile format acceptable to the Parties), each of which shall be an original and both of which taken together shall form one agreement.



Redondo Beach Police Department
**SPIDR Engage Proposal for
Renewal of Subscription**

Created: 11/13/2018
Expires: 2/28/2019

Prepared for:
Redondo Beach Chief of Police Keith Kauffman

Prepared by:
SPIDR Tech Chief Revenue Officer Mandy Duffy

Executive Summary

The following proposal is for Redondo Beach Police Department to extend their current contract for the SPIDR Engage subscription currently deployed. This agreement includes pricing certainty for five (5) years, as well as a free redeployment to your new Mark43 RMS and CAD after you transition to those systems.

Pricing for Redondo Beach PD

SPIDR Engage pricing has two components: the annual subscription cost and the upfront deployment fee. The subscription cost includes all messages (text and email), all software, and all professional services.

Three-Year Agreement: CAD Autoresponder, Victim Notifications, and Surveys for Both

SPIDR Engage - 2019 Pricing		Price	Discount	Net
SPIDR Engage Platform Subscription	Subscription fee for SPIDR Engage for the Initial Term. Includes, CAD Autoresponder, Victim Notifications, Surveys, and People Database. (Invoiced upon Subscription Start Date)	\$19,856	-	\$19,856
Redeploy to Mark43 RMS & CAD	SPIDR Tech will redeploy to Mark43 RMS & CAD for no additional cost.	\$5,000	-\$5,000	FREE
Maintenance and Support	Maintenance and support fees for the annual Term	FREE		FREE
Total:		\$24,856	-\$5,000	\$19,856

SPIDR Engage - Renewal Years 2 through 5		Price	Discount	Net
SPIDR Engage Platform Subscription -	Subscription fee for SPIDR Engage for the Initial Term. Includes Victim Cases, CAD Autoresponder, Surveys and People Database. (annual fee, invoiced upon Subscription Start Date)	\$19,856	-	\$19,856
Maintenance and Support	Maintenance and support fees for the annual Term	FREE		FREE
Total Paid Annually:			-	\$19,856

SUBSCRIPTION AGREEMENT

This Agreement shall be known as the First Amendment to the Subscription Agreement. The terms agreed to between the parties SPIDR Tech and Redondo Beach Police Department on January 3, 2017, will apply to this agreement.

Except as modified herein, all other terms and conditions of the Subscription Agreement shall remain in full force and effect. The Subscription Agreement and this First Amendment shall constitute the entire agreement between the parties and supersede any previous oral agreement. In the event of any inconsistency between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern.

For years two (2) through five (5), this First Amendment shall renew upon provision of an annual invoice by SPIDR Tech and subsequent payment by the City.

TERM:

Please note: All pricing and discounts described in this subscription agreement are contingent upon Customer's execution and return of this subscription agreement no later than 2/28/2019 (unless countersigned by SPIDR Tech).

By signing below, each party acknowledges that it has carefully read and fully understood this Agreement, and each agrees to be bound by the terms of the Agreement. The Agreement becomes effective upon the date of last signature (the "Effective Date"). The individuals signing this Agreement represent that they have the authority to bind the respective parties to the terms of this Agreement.

SPIDR Tech, Inc. Date signed: 3/1/19
Signature: 
Name: Mahul Sidhu Title: CEO

CITY OF REDONDO BEACH

BY: 

William C. Brand, Mayor

ATTEST:


City Clerk

APPROVED:


Risk Manager

APPROVED TO AS FORM:


City Attorney's Office





Redondo Beach Police Department
SPIDR Engage Proposal for
Renewal of Subscription

Created: 11/13/2018
Expires: 2/28/2019

Prepared for:
Redondo Beach Chief of Police Keith Kauffman

Prepared by:
SPIDR Tech Chief Revenue Officer Mandy Duffy

Executive Summary

The following proposal is for Redondo Beach Police Department to extend their current contract for the SPIDR Engage subscription currently deployed. This agreement includes pricing certainty for five (5) years, as well as a free redeployment to your new Mark43 RMS and CAD after you transition to those systems.

Pricing for Redondo Beach PD

SPIDR Engage pricing has two components: the annual subscription cost and the upfront deployment fee. The subscription cost includes all messages (text and email), all software, and all professional services.

Three-Year Agreement: CAD Autoresponder, Victim Notifications, and Surveys for Both

SPIDR Engage - 2019 Pricing		Price	Discount	Net
SPIDR Engage Platform Subscription	Subscription fee for SPIDR Engage for the Initial Term. Includes, CAD Autoresponder, Victim Notifications, Surveys, and People Database. (Invoiced upon Subscription Start Date)	\$19,856	-	\$19,856
Redeploy to Mark43 RMS & CAD	SPIDR Tech will redeploy to Mark43 RMS & CAD for no additional cost.	\$5,000	-\$5,000	FREE
Maintenance and Support	Maintenance and support fees for the annual Term	FREE		FREE
Total:		\$24,856	-\$5,000	\$19,856

SPIDR Engage - Renewal Years 2 through 5		Price	Discount	Net
SPIDR Engage Platform Subscription -	Subscription fee for SPIDR Engage for the Initial Term. Includes Victim Cases, CAD Autoresponder, Surveys and People Database. (annual fee, invoiced upon Subscription Start Date)	\$19,856	-	\$19,856
Maintenance and Support	Maintenance and support fees for the annual Term	FREE		FREE
Total Paid Annually:				\$19,856

SUBSCRIPTION AGREEMENT

This Agreement shall be known as the First Amendment to the Subscription Agreement. The terms agreed to between the parties SPIDR Tech and Redondo Beach Police Department on January 3, 2017, will apply to this agreement.

Except as modified herein, all other terms and conditions of the Subscription Agreement shall remain in full force and effect. The Subscription Agreement and this First Amendment shall constitute the entire agreement between the parties and supersede any previous oral agreement. In the event of any inconsistency between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern.

For years two (2) through five (5), this First Amendment shall renew upon provision of an annual invoice by SPIDR Tech and subsequent payment by the City.

TERM:

Please note: All pricing and discounts described in this subscription agreement are contingent upon Customer's execution and return of this subscription agreement no later than 2/28/2019 (unless countersigned by SPIDR Tech).

By signing below, each party acknowledges that it has carefully read and fully understood this Agreement, and each agrees to be bound by the terms of the Agreement. The Agreement becomes effective upon the date of last signature (the "Effective Date"). The individuals signing this Agreement represent that they have the authority to bind the respective parties to the terms of this Agreement.

SPIDR Tech, Inc. Date signed: 3/1/19
Signature: 
Name: Mahul Sidhu Title: CEO

CITY OF REDONDO BEACH

BY: 

William C. Brand, Mayor

ATTEST:


City Clerk

APPROVED:


Risk Manager

APPROVED TO AS FORM:


City Attorney's Office



FIRST AMENDMENT TO THE SUBSCRIPTION AGREEMENT

THIS FIRST AMENDMENT TO THE SUBSCRIPTION AGREEMENT ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City" or "Customer") and SPIDR Tech, a Delaware Corporation ("SPIDR Tech").

WHEREAS, on January 3, 2017, the parties originally entered into the Subscription Agreement between the City and SPIDR Tech (the "Agreement"); and

WHEREAS, under the Timeline for Execution of the Agreement, the subscription (the "Subscription") period for SPIDR Tech is from February 1, 2017 to January 31, 2018; and

WHEREAS, under the Timeline for Execution of the Agreement, the training for the Subscription is from February 6, 2017 to February 6, 2018; and

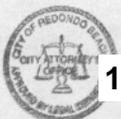
WHEREAS, due to a delay by SPIDR Tech, the Subscription period was adjusted to a period of January 5, 2018 to January 4, 2019; and

WHEREAS, the parties desire to modify the training dates in accordance with the new Subscription period; and

WHEREAS, under the Timeline for Execution of the Agreement, project dates, including but not limited to, training and subscription dates, are subject to change.

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

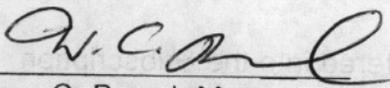
1. Modification of Terms. Under the Timeline for Execution of the Agreement, the subscription start and end dates have been amended to January 5, 2018 and January 4, 2019, respectively. The training dates shall be determined by a mutual understanding between the City and SPIDR Tech.
2. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.



IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 6th day of March, 2018.

CITY OF REDONDO BEACH

SPIDR TECH

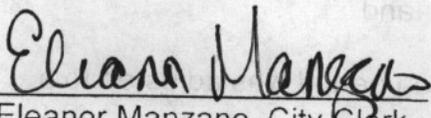


William C. Brand, Mayor

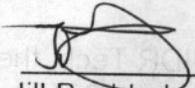
By: 
Name: RAHUL SIDHU
Title: CEO

ATTEST:

APPROVED:

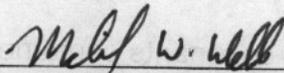


Eleanor Manzano, City Clerk



Jill Buchholz, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney



SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made as of January 3, 2017 (the "Effective Date"), by and between SPIDR Tech Inc., a Delaware corporation with offices at 1100 Manhattan Boulevard #203, Manhattan Beach, CA, 90266 ("SPIDR Tech"), and the City of Redondo Beach ("Customer"). SPIDR Tech and Customer may be referred to as a "Party" herein and together as the "Parties." The attached Quote (the "Quote") and the terms therein shall be deemed incorporated herein.

WHEREAS, SPIDR Tech's proprietary systems, applications and related APIs permit police departments to gather, review and analyze data in connection with law enforcement intelligence, officer productivity and related community engagement; and

WHEREAS, Customer desires to access and use SPIDR Tech's proprietary system, and SPIDR Tech desires to provide such access, in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the covenants set forth herein, SPIDR Tech and Customer hereby agree as follows:

1. **Provision of the Service.**

1.1 Provision Generally. SPIDR Tech will provide Customer with access to SPIDR Tech's proprietary service for the modules specified in the Quote (collectively the "Service") in accordance with the terms and conditions of this Agreement. In order to access and use the Service, Customer is responsible at its own expense for obtaining its own Internet access, and any hardware and software required therefor.

1.2 Grant of Rights. Subject to the terms and conditions of this Agreement, SPIDR Tech hereby grants to Customer a limited, non-exclusive, non-transferable right to access and use the Service, solely for Customer's purposes during the Term. All rights not expressly granted to Customer are reserved by SPIDR Tech and its licensors. There are no implied rights.

1.3 Restrictions. Customer shall not (and shall not allow any third party to): (a) use the Service for the benefit of any third party, or to develop or market any product, software or service that is functionally similar to or derivative of the Service, or for any other purpose not expressly permitted herein; (b) permit any third party or individual to access or use the Service; (c) sell, distribute, rent, lease, service bureau, post, link, disclose or provide access to the Service, directly or indirectly, to any third party; (d) alter, modify, debug, reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to any software (including source code) associated with the Service; or (e) use any robot, spider, scraper or other automated means to access the Service, or engage in any scraping, data-mining, harvesting, screen-scraping, data aggregating or indexing of the Service. Customer shall keep all passwords and API Keys provided to it safe and secure, and shall be responsible for all use of the Service using passwords or API keys issued to Customer. Customer shall notify SPIDR Tech immediately of any



actual or suspected unauthorized use of its passwords or API keys for the Service. Without limiting any of its other rights or remedies, SPIDR Tech reserves the right to suspend access to the Service if SPIDR Tech reasonably believes that Customer has materially violated the restrictions and obligations in this Agreement (in which case, it shall provide Customer prompt written notice of such suspension).

1.4 **Customer Cooperation.** Customer shall: (a) reasonably cooperate with SPIDR Tech in all matters relating to the Service; (b) respond promptly to any SPIDR Tech request to provide information, approvals, authorizations or decisions that are reasonably necessary for SPIDR Tech to provide the Service in accordance with this Agreement; and (c) provide such Customer materials or information as SPIDR Tech may reasonably request to provide the Service and ensure that such materials or information are complete and accurate in all material respects.

2. **SPIDR Tech Technology.** In connection with providing the Service, SPIDR Tech and its licensors shall operate and support the hosted environment used by SPIDR Tech to provide the Service, including the SPIDR Tech Technology, the server hardware, disk storage, firewall protection, server operating systems, management programs, web server programs, documentation and all other technology or information so used by SPIDR Tech. As used herein, "SPIDR Tech Technology" means all of SPIDR Tech's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by SPIDR Tech in providing the Service.

3. **Downtime.** Subject to the terms and conditions of this Agreement, SPIDR Tech shall use commercially reasonable efforts to provide access to the Service for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Customer agrees that from time to time the Service may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which SPIDR Tech may undertake from time to time; or (iii) causes beyond the control of SPIDR Tech or which are not reasonably foreseeable by SPIDR Tech, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures, or failures or issues experienced by the Hosting Contractors independent of and not related to the Service or SPIDR Tech (collectively "Downtime"). SPIDR Tech shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Customer in the event of any scheduled Downtime. SPIDR Tech shall have no obligation during performance of such operations to mirror Customer Data on any other server or to transfer Customer Data to any other server. SPIDR Tech shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the service in connection with Downtime, whether scheduled or not.

4. **Ownership.** Customer acknowledges and agrees that as between SPIDR Tech and Customer, all right, title and interest in and to the Service (including the data, information, text, images, designs, sound, music, marks, logos, compilations (meaning



the collection, arrangement and assembly of information) and other content on or made available through the Service, other than Customer Data), the SPIDR Tech Technology and all improvements and derivatives of the foregoing (including all intellectual property and proprietary rights embodied therein or associated therewith) are and shall remain owned by SPIDR Tech or its licensors, and this Agreement in no way conveys any right, title or interest in the Service or the SPIDR Tech Technology other than a limited right to use the Service in accordance with the terms and conditions herein. No right or license is granted hereunder to Customer under any trademarks, service marks, trade names or logos. Customer shall not remove any SPIDR Tech trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.

5. Fees; Payments; Taxes.

5.1 Fees. In consideration of the provision of the Service hereunder, Customer shall pay SPIDR Tech the fees as set forth and the scheduled laid out on the Quote.

5.2 Taxes. All amounts due hereunder are exclusive of all sales, use, excise, service, value added, or other taxes, duties and charges of any kind (whether foreign, federal, state, local or other) associated with this Agreement, the Service, or Customer's access to the Service. Customer shall be solely responsible for all such taxes, duties and charges (except for taxes imposed on SPIDR Tech's income), which may be invoiced by SPIDR Tech from time-to-time.

5.3 Payment Method. Customer shall make all payments hereunder, in US dollars, in the manner specified by SPIDR Tech, and without deduction of any charges, taxes or other amounts. Payments will be made within thirty days of Customer's receipt of SPIDR Tech's invoice.

6. Term; Termination.

6.1 Term. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated as set forth herein, shall continue until terminated as provided hereunder. Either Party may terminate this Agreement by providing the other Party 30 days' advance written notice of its desire to terminate. The entire term before termination is collectively referred to as the "Term" herein.

6.2 Termination for Breach. Either Party may terminate this Agreement by written notice thereof to the other Party, if the other Party materially breaches this Agreement and does not cure such breach within 30 days after written notice thereof.

6.3 Effects of Termination; Survival. Upon any termination of this Agreement: (a) all rights granted to Customer hereunder shall terminate and SPIDR Tech shall no longer provide access to the Service to Customer, and (b) Customer shall cease using the Service. Any obligations that have accrued prior to termination shall survive termination of this Agreement. In addition, the following Sections, as well as any other provisions herein which by their nature should survive, shall survive termination of this Agreement: Sections 4 through 12.



7. Customer Data.

7.1 Data Generally. All data and information which the Customer inputs or provides to the Service (the "Customer Data") is stored in a private and secure fashion (as regulated by CJIS requirements), and will not be used by SPIDR Tech except as permitted herein. Customer hereby grants to SPIDR Tech a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the Customer Data solely in connection with providing the Service to Customer, and improving and developing the Service. In addition, SPIDR Tech may analyze Customer Data, and data of other customers, to create aggregated or anonymized statistics or data that do not identify Customer or any individual, and SPIDR Tech may during and after the Term use and disclose such statistics or data in its discretion. Except as specified otherwise in this Agreement (including the Quote), Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Data. The content of Customer Data shall be Customer's sole responsibility. SPIDR Tech shall operate the Service in a manner that provides reasonable information security for Customer Data, using commercially reasonable data backup, security, and recovery protections (as regulated by CJIS requirements).

7.2 Additional Customer Responsibilities. Customer is solely responsible for all Customer Data. SPIDR Tech does not guarantee the accuracy, integrity or quality of Customer Data. Customer shall not: (a) upload or otherwise make available to SPIDR Tech any Customer Data that is unlawful or that violates the rights of any third parties; (b) upload or otherwise make available to SPIDR Tech any Customer Data that Customer does not have a right to transmit due to any law, rule, regulation or other obligation; (c) use, upload or otherwise transmit any Customer Data that infringes any intellectual property or other proprietary rights of any third party; (d) upload or otherwise make available to SPIDR Tech any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, limit the functionality of any computer software or hardware or telecommunications equipment; (e) interfere with or disrupt the Service or servers or networks connected to the Service; (f) upload or otherwise make available to SPIDR Tech any Customer Data that constitutes protected health information subject to the Health Insurance Portability and Accountability Act or any regulation, rule or standards issued thereunder; or (g) violate any applicable law, rule or regulation, including those regarding the export of technical data.

8. Representations and Warranties; Disclaimer.

8.1 General Representations and Warranties. Each Party hereby represents and warrants to the other Party that: (a) it is a corporation, company or other entity (as applicable) duly organized, validly existing and in good standing in its jurisdiction of organization; (b) its execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary organizational action on its part; (c) the provisions set forth in this Agreement constitute legal, valid, and binding obligations of such Party enforceable against such Party in accordance with their terms, subject to



bankruptcy, insolvency and other laws affecting creditors' rights generally; and (d) its execution, delivery and performance of this Agreement do not and will not conflict with, result in a breach of, constitute a default under, or require the consent of any third party under, any agreement or other obligation to which such Party is subject.

8.2 SPIDR Tech Limited Warranty. SPIDR Tech warrants that it will provide the Service in a competent and workmanlike manner. SPIDR Tech does not warrant that it will be able to correct all reported defects or that use of the Service will be uninterrupted or error free. SPIDR Tech makes no warranty regarding features or services provided by any third parties. SPIDR Tech retains the right to modify its services and the SPIDR Tech Technology in its sole discretion; provided that doing so does not have a material adverse impact on the Service hereunder. Customer's sole remedy for SPIDR Tech's breach of the warranty in this paragraph shall be that SPIDR Tech shall remedy the applicable error, or if SPIDR Tech is unable to do so in a timely manner, refund to Customer actual damages up to a limit of the fees paid for the Service for the 12-month period immediately prior to when the breach of warranty occurred.

8.3 Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 8.1-8.2 ABOVE, SPIDR TECH MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE SERVICE (IN EACH CASE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE), INCLUDING ANY WARRANTY (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, (B) THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, (C) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR (D) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE.

9. **Limitations of Liability.**

9.1 Damages Cap. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SPIDR TECH'S TOTAL LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO SPIDR TECH UNDER THIS AGREEMENT DURING THE PRIOR 6 MONTHS. NOTWITHSTANDING THE FOREGOING, NOTHING PROVIDED HEREIN SHALL LIMIT SPIDR TECH'S LIABILITY IN THE EVENT ANY DAMAGE WAS CAUSED BY ITS NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9.2 Disclaimer of Indirect Damages. EXCEPT FOR (A) CUSTOMER'S OBLIGATION TO PAY ALL AMOUNTS DUE HEREUNDER, (B) ITS INDEMNIFICATION OBLIGATIONS OR (C) ITS BREACH OF ANY INTELLECTUAL PROPERTY OR CONFIDENTIALITY OBLIGATIONS OR RESTRICTIONS HEREIN (INCLUDING ANY LIMITATIONS OR RESTRICTIONS ON USE OF THE SERVICE), IN NO EVENT SHALL



EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOSS OF DATA, PROFITS OR REVENUE) ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT.

10. Indemnification.

10.1 SPIDR Tech Indemnification. SPIDR Tech shall defend, indemnify and hold harmless Customer and its officials, officers, employees, volunteers, and agents ("Customer Indemnified Parties") from and against any third party claims, actions, proceedings, demands, lawsuits, damages, liabilities and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") to the extent based on any claim that the Service infringes, misappropriates or otherwise violates (collectively, "Infringes") any third party intellectual property or proprietary right (excluding patents).

10.2 Customer Indemnification. Customer will defend, indemnify and hold harmless SPIDR Tech and its directors, officers, employees, agents and providers ("SPIDR Tech Indemnified Parties") from and against any Claims to the extent based on any claim that the Customer Data Infringes any third party intellectual property or proprietary right (excluding patents).

10.3 Indemnification Process. As conditions of the indemnification obligations in Sections 10.1-10.2 above: (a) the applicable Customer Indemnified Party or SPIDR Tech Indemnified Party (the "Indemnitee") will provide the indemnifying Party (the "Indemnitor") with prompt written notice of any Claim for which indemnification is sought (provided that failure to so notify will not remove the Indemnitor's indemnification obligations except to the extent it is prejudiced thereby), (b) the Indemnitee will permit the Indemnitor to control the defense and settlement of such Claim, and (c) the Indemnitee will reasonably cooperate with the Indemnitor in connection with the Indemnitor's evaluation, defense and settlement of such Claim. In defending any Claim, the Indemnitor shall use counsel reasonably satisfactory to the other Party. The Indemnitor shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of the other Party (not unreasonably withheld).

10.4 Exclusions. SPIDR Tech's obligations in Section 10.1 above shall not apply to any Claim to the extent arising from or relating to (a) Customer's misuse of the Service (including any use not strictly in accordance with the documentation therefor, SPIDR Tech's instructions, and this Agreement), (b) any modification, alteration or conversion of the Service not created or approved in writing by SPIDR Tech, (c) any combination of the Service with any computer, hardware, software or service not provided by SPIDR Tech, (d) SPIDR Tech's compliance with specifications or other requirements of Customer, or (e) any third party data or Customer Data. If the Service is or may be subject to a Claim of Infringement described in Section 10.1 above, SPIDR Tech may, at its cost and by mutual agreement with the Customer: (i) obtain the right for Customer to continue using the Service as contemplated herein; or (ii) replace or modify the Service so that it becomes non-Infringing without substantially compromising its principal functions; or (iii) to the extent the foregoing are not commercially reasonable, terminate this Agreement



and return to Customer any pre-paid fees for the Service associated with the then-remaining Term.

11. Confidentiality.

11.1 Definition. "Confidential Information" means information that is disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") hereunder during the Term that is clearly labeled or identified as confidential or proprietary when disclosed, or that, under the circumstances, should reasonably be treated as confidential, except that "Confidential Information" shall not include any information that (a) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the Receiving Party; (b) is rightfully in the Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure. In addition, (i) the terms and conditions of this Agreement shall be deemed to be Confidential Information of both Parties; and (ii) the Service and SPIDR Tech Technology shall be deemed Confidential Information of SPIDR Tech, regardless of whether or not they are labeled or identified, or would reasonably be considered confidential.

11.2 General Obligations. Each Party agrees that it will during the Term and thereafter (a) not disclose the other Party's Confidential Information to any third party (other than as permitted in the last sentence of this paragraph); (b) use the other Party's Confidential Information only to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement; (c) disclose the other Party's Confidential Information only to those of its employees and independent contractors who reasonably need to know such information for purposes of this Agreement and who are bound by confidentiality obligations offering substantially similar protection to those in this Section 11; and (d) protect all Confidential Information of the other Party from unauthorized use, access, or disclosure in the same manner as it protects its own confidential information of a similar nature, and in no event with less than reasonable care. Notwithstanding the above, this paragraph shall not prohibit: (i) a Party from disclosing Confidential Information of the other Party to the extent required by applicable law, rule or regulation, including but not limited to, the rules and regulations of the SEC, any national securities exchange, and California Public Records Act (California Government Code Section 6250 et. seq), and a court order or other government order ; provided that such Party provides the other Party prior written notice of such disclosure, to the extent practicable, and reasonably cooperates with efforts of the other Party to seek confidential treatment thereof, to the extent such cooperation is requested by the other Party; or (ii) a Party from disclosing the terms and conditions of this Agreement to its attorneys and financial advisors, or current or potential lenders, other sources of financing, investors or acquirors; provided that such third parties are bound by confidentiality obligations offering substantially similar protection to those in this Section 11 (provided further that such third



parties are only permitted to use such information for the purpose of advising, lending or providing financing to, or investing in or acquiring, such Party, as applicable).

11.3 Return or Destruction. Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party, or destroy or erase, the Disclosing Party's Confidential Information in tangible form, upon the termination of this Agreement; provided that (a) Receiving Party may retain a copy of Disclosing Party's Confidential Information solely for the purposes of tracking Receiving Party's rights and obligations hereunder with respect thereto, (b) Receiving Party may retain copies of Disclosing Party's Confidential Information solely to the extent required by law or by applicable professional standards which require such Party to retain copies of its working papers, and (c) Receiving Party may retain Disclosing Party's Confidential Information solely to the extent reasonably necessary for Receiving Party to exercise rights or perform obligations under this Agreement that survive such termination.

11.4 Feedback. Notwithstanding the above or anything to the contrary herein, to the extent that Customer at any time provides SPIDR Tech with any feedback or suggestions regarding the Service, including potential improvements or changes thereto (collectively, "Feedback"), the Feedback shall not be considered Confidential Information of Customer, and SPIDR Tech shall be free to use, disclose, and otherwise exploit in any manner, the Feedback for any purpose.

12. **Miscellaneous.**

12.1 Compliance with Laws. Each Party shall comply with all laws, rules, regulations and ordinances applicable to its activities hereunder.

12.2 Hosting Providers. Customer acknowledges that the Service is hosted by third party hosting providers (the "Hosting Contractors"). SPIDR Tech may change its Hosting Contractors; provided SPIDR Tech notifies Customer at least 30 days prior to the change, at which time, Customer, in its sole discretion, may terminate this Agreement and return to Customer any pre-paid fees for the Service associated with the then-remaining Term. Customer's use of the Service is subject to any applicable restrictions imposed by the Hosting Contractors. Customer acknowledges that the fees payable for the Service reflect the fact that SPIDR Tech is not responsible for the acts and omissions of the Hosting Contractors.

12.3 Assignment. Customer may not assign this Agreement, or assign any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of SPIDR Tech. SPIDR Tech may freely assign this Agreement, or assign any of its rights or delegate any of its obligations under this Agreement. Any purported assignment or delegation in violation of this paragraph is null and void. This Agreement will bind and inure to the benefit of each Party's successor and permitted assigns.

12.4 Entire Agreement; Amendment. This Agreement (including the Quote attached hereto) contains the complete understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, oral or written, with respect thereto. No pre-printed terms



on any purchase order, invoice or similar document issued in relation to this Agreement shall have any effect on the Parties or this Agreement. This Agreement may be amended or modified only by an express written agreement signed by duly authorized representatives of both Parties.

12.5 Notices. Unless otherwise specifically provided herein, all notices required or permitted by this Agreement shall be in writing and may be delivered personally, or may be sent by facsimile, overnight delivery or certified mail, return receipt requested, to the addresses provided in the Quote.

12.6 Force Majeure. SPIDR Tech shall not be liable or responsible to Customer, nor be considered to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any provision of this Agreement to the extent such failure or delay is caused by or results from any act, circumstance or other cause beyond the reasonable control of SPIDR Tech, including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable technology or components, telecommunication breakdown, or power outage.

12.7 Publicity. SPIDR Tech shall have the right to use Customer's name and logo on client lists published on SPIDR Tech's website and in marketing materials. SPIDR Tech may announce the relationship hereunder in a press release provided that SPIDR Tech obtains Customer's prior written approval of the wording of the release.

12.8 Choice of Law. This Agreement is and will be governed by and construed under the laws of California USA, without giving effect to any conflicts of laws provision thereof or of any other jurisdiction that would produce a contrary result. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles.

12.9 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise or employment relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

12.10 Waiver. No waiver by either Party of any of the provision of this Agreement is effective unless explicitly set forth in writing and signed by such Party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12.11 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not



affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction.

12.12 Headings; Interpretation. Headings are provided for convenience only and will not be used to interpret the substance of this Agreement. Unless the intent is expressly otherwise in specific instances, use of the words "include," "includes," or "including" in this Agreement shall not be limiting and "or" shall not be exclusive.

12.13 Counterparts. This Agreement may be executed in two counterparts (which may be delivered by .pdf or other facsimile format acceptable to the Parties), each of which shall be an original and both of which taken together shall form one agreement.



QUOTE FOR SPIDR ENGAGE DEPLOYMENT

Vendor:
SPIDR Tech
1100 Manhattan Ave, #203
Manhattan Beach, CA 90266

Customer:
City of Redondo Beach
401 Diamond St, Redondo Beach, CA 90277

OVERVIEW

SPIDR Tech is proud to support the City of Redondo Beach in becoming a data-driven organization focused on improving community relationships. This Quote outlines the objectives, process, pricing rationale, maintenance and support offering, financial breakdown, timeline and terms and conditions of a customer deployment of the SPIDR Engage Platform (the “**Product**”) for City of Redondo Beach (the “**Customer**”).

SCOPE OF SERVICES

SPIDR Tech shall perform the following duties.

1. Establish integration between the SPIDR Engage platform and Customer RMS/CAD.
2. Set up customer-facing side of SPIDR Engage platform.
3. Train all Trainers in the use of SPIDR Engage platform.
4. Perform updates, upgrades, troubleshooting and maintenance as necessary on SPIDR Engage platform.
5. Ensure that platform and integration maintain CJIS compliance for all vendor-side responsibilities.
6. Perform a discovery process of researching and understanding the generation of data in the field as it uniquely pertains to the customer.
7. Develop a technical plan for deployment based on the current customer technology stack and policies that pertain to it.
8. Implement deployment plan, integrating with the customer’s RMS/CAD platform.
9. Test integration and platform to ensure functional future usage.
10. Import two years of historical data to create foundational structure for customer to build from.
11. Conduct on-site training for all customer-designated administrators for platform.
12. Provide customer with further training material for all customer-designated users of platform.
13. Provide all technical support and customer support as necessary.
14. Update platform as necessary.
15. Assist Customer in fulfilling the Customer’s Police departmental goal: Use innovative technology to engage and communicate with their citizens.
16. Assist the Customer in fulfilling the Customer’s Police departmental mission of “We Are the Community – Leading the Way in Law Enforcement.”



- 17. Assist Customer in increasing operational excellence and positive community engagement without creating a large administrative burden for their staff.
- 18. Ensure that the Customer's Police department is actively working with SPIDR Tech, including but not limited to, case studies, interviews and promotion of the Customer's Police department usage of the platform.

Compensation

TOTAL FINANCIAL BREAKDOWN		Total before Discount	Discount (\$)	Net Total
SPIDR Engage Subscription	Subscription fee for SPIDR Engage for the Initial Term (annual fee, invoiced upon Subscription Start Date)	\$28,608.00	-\$8,752.00	\$19,856.00
Maintenance and Support	Maintenance and support fees for the Initial Term (annual fee, invoiced upon Subscription Start Date)	FREE	FREE	FREE
Deployment and Installation	Deployment and installation fee (one-time setup fee, invoiced after services have been performed)	\$5,000.00	-\$2,500.00	\$2,500.00
Messaging Module	Allows 2-way messaging over email within Engage. (Annual Fee. When Messaging Module becomes available)	\$4,704.00	-\$4,704.00	FREE
Patrol Collaboration	Utilizes a deeper RMS/CAD/GPS integration to gather, analyze and visualize data as it pertains to tracking opportunities and citizen requests.	\$9,504.00	-\$9,504.00	FREE
On-Site Training Services	Up to three days of on-site training	\$3,000.00	-\$3,000.00	FREE
		\$50,816.00	-\$28,457.00	\$22,356.00

Future add-on modules are not included in the basic license and will be available in 2017 for purchase.

Deployment and Installation Pricing Rationale

The SPIDR Engage platform is integrated into the Customer's RMS/CAD. The deployment process takes longer if the Customer is using an RMS/CAD vendor that has never been connected to the SPIDR Engage platform in the past. After initial discovery is complete, SPIDR TECH deploys in the following four step process.

Step 1: SPIDR Tech sets up a read-only database connection and extraction process that targets only the necessary tables and pulls data into our transformation process (approximately 5 hours of work).

Step 2: SPIDR Tech sets up a transformation process, turning all raw data into clean, loadable data (approximately 20 hours of work).

Step 3: SPIDR Tech sets up a loading process to bring that data into the Customer's web-based instance of SPIDR Engage (approximately 20 hours' worth of work).

Step 4: SPIDR Tech tests all connections and processes to ensure accuracy and effectiveness of clean data within the SPIDR Engage platform (4 hours' worth of work).

Step 5: SPIDR Tech cleans and loads one-years' worth of citizen and incident data (approximately 10 hours' worth of work).

Maintenance and Support

SPIDR Tech offers complimentary maintenance and technical support to all of our customers. If SPIDR Tech determines that the customer is facing technical issues with the platform due to the integration setup or the platform itself, then SPIDR Tech will provide



the necessary support required to fix those issues. If necessary, this includes free on-site technical support. Customer will have a dedicated program manager that Customer can call or email at any time. Our service level agreement to Customer is to return your call or email within 24 hours.

Timeline for Execution

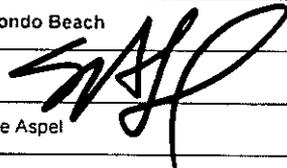
Key project dates are outlined below. Dates below are estimates and are subject to change. Some dates are dependent on customer resource availability and will be adjusted if resources are not available.

Description	Start Date	End Date	Duration
Initial Discovery <i>This may include meeting with command staff and version units within the agency to gather early research on workflow, culture and process.</i>	10/6/2016	10/6/2016	1 Day (Complete)
Technical Discovery <i>This process involves connecting our technical team with the customer's technical team to come up with an agreed upon plan for technical integration.</i>	1/4/2017	1/9/2017	3 Days
Initial Deployment <i>The platform will connect to the customer's RMS/CAD, load three years of historical data for foundational analysis. User/administrative accounts will be created.</i>	1/11/2017	1/11/2017	1 Day
Integration Buildout <i>At this point, our deployment engineers will begin building out an integration tool that extracts data from the customer's RMS/CAD, translates it, and then loads it into their SPIDR database.</i>	1/12/2017	1/26/2017	14 Days (new RMS)
Integrated Testing and Wrap-up <i>The product will be tested to ensure functionality and administrators will be trained as necessary.</i>	1/27/2017	1/27/2017	1 Day
Subscription Start and End Date <i>Subscription start date is dependent upon completion of the previous milestones. If any delay is caused by SPIDR Tech, Customer's Subscription Start Date will be adjusted.</i>	2/1/2017	1/31/2018	1 year
Training <i>SPIDR Tech will perform on-site training of all administrators designated by Customer.</i>	2/6/2017	2/8/2017	3 Days

TERM:

The Subscription Term will commence upon February 1, 2017 and will continue for one (1) year ("Term"), unless otherwise terminated herein.

By signing below, each party acknowledges that it has carefully read and fully understood this Agreement, and each agrees to be bound by the terms of the Agreement. The Agreement becomes effective January 3, 2017 the date of last signature (the "Effective Date"). The individuals signing this Agreement represent that they have the authority to bind the respective parties to the terms of this Agreement.

SPIDR Tech, Inc.	City of Redondo Beach
Signature: 	Signature: 
Name: Rahul Sidhu	Name: Steve Aspel
Title: Chief Executive Officer	Title: Mayor
Date signed: 12/27/16	Date signed: 1/3/17

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:


ELEANOR MANZANO, CITY CLERK





TERM:

The Subscription Term will commence upon February 1, 2017 and will continue for one (1) year ("Term"), unless otherwise terminated herein.

By signing below, each party acknowledges that it has carefully read and fully understood this Agreement, and each agrees to be bound by the terms of the Agreement. The Agreement becomes effective January 3, 2017 the date of last signature (the "Effective Date"). The individuals signing this Agreement represent that they have the authority to bind the respective parties to the terms of this Agreement.

SPIDR Tech, Inc.	City of Redondo Beach
Signature:	Signature:
Name: Rahul Sidhu	Name: Steve Aspel
Title: Chief Executive Officer	Title: Mayor
Date signed:	Date signed:

APPROVED AS TO FORM:

CITY ATTORNEY





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2023

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 Millennial Specialty Insurance LLC dba Founder Shield 114 E 25th St, Floor 4 New York, New York, 10010	CONTACT NAME:	
	PHONE (A/C No. Ext): 646-854-1058	FAX (A/C No):
E-MAIL ADDRESS: coi@foundershield.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Co (CNA)		20443
INSURER B : Hiscox Insurance Company Inc.		10200
INSURER C : Scottsdale Indemnity Co		15580
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

 SPIDR Tech
 1 North Macdonald
 Mesa, Arizona, 85201

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	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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6020975247	02/26/2023	02/26/2024	EACH OCCURRENCE	\$2,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000.00	
	MED EXP (Any one person)						\$10,000.00	
	PERSONAL & ADV INJURY						\$2,000,000.00	
	GENERAL AGGREGATE						\$4,000,000.00	
	PRODUCTS - COMP/OP AGG						\$4,000,000.00	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>	6020975247	02/26/2023	02/26/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000.00
	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"/>	<input type="checkbox"/>				Each occurrence	
	Aggregate							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT							
	E.L. DISEASE - EA EMPLOYEE							
	E.L. DISEASE - POLICY LIMIT							
B	Cyber Liability, Errors & Omissions	<input type="checkbox"/>	<input type="checkbox"/>	MPL5048839.23	01/05/2023	01/05/2024	\$ 3,000,000 per occ \$3,000,000 in agg	
C	Excess E&O/Cyber	<input type="checkbox"/>	<input type="checkbox"/>	EKI3463147	01/05/2023	01/05/2024	\$ 1,000,000 per occ \$1,000,000 in agg	
A	Property	<input type="checkbox"/>	<input type="checkbox"/>	6020975247	02/26/2023	02/26/2024	\$ 959494.00 BPP \$500 deductible	

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 included as Additional Insured on the above referenced policy where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach 401 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

ADDITIONAL REMARKS SCHEDULE

Intermediary	Insured
Policy Number	
Insurer	Effective Date

ADDITIONAL REMARKS

This Additional Remarks form is a schedule to ACORD form,

Form Number:						Form Title SPIDR - City of Redondo Beach COI	
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				



Administrative Report

H.9., File # 23-7326

Meeting Date: 1/23/2024

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE AN ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH DAVID EVANS AND ASSOCIATES, INC., AN OREGON CORPORATION, FOR CIVIL AND TRANSPORTATION ENGINEERING SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000 AND A TERM ENDING JANUARY 22, 2026

EXECUTIVE SUMMARY

In an effort to accelerate CIP project delivery, Public Works Department staff has negotiated on-call professional service agreements with various engineering, architecture, and surveying firms to allow for quick assignment of smaller work tasks by setting-up contract conditions in advance of the project. On-call service contracts are flexible and not fully defined as to the scope, amount, and funding source. To overcome these uncertainties, these contracts allow staff to receive quotes and award work on a task by task basis, with a specified not to exceed limit for the amount of work awarded to a consulting firm over the life of the contract. Funding for each task comes from projects and programs that have already received Council appropriations.

The City Council has awarded a number of these contracts in the past, and they have been successfully used to accelerate project delivery timelines for a number of projects. The proposed on-call contract will provide professional services related to civil and transportation engineering and is specifically anticipated to assist with the City's multiple street improvement and active transportation projects. David Evans and Associates, Inc. is based in Oregon, but has several Southern California offices with local employees to complete work on City projects.

BACKGROUND

During the FY 2018-19 budget adoption process, a Budget Response Report identified on-call contracting for professional services as one of several tools that would be useful in accelerating the pace of delivery of CIP projects. Their flexibility allows staff to quickly assign smaller work tasks (e.g. geotechnical engineering, surveying, etc.) without having to develop and present an individual contract to City Council for consideration of approval. Funding sources for on-call contracts are not identified at the time of approval. Rather, as tasks are assigned to an on-call vendor, the funding is assigned using purchase orders tied to funding sources that have already been appropriated for a particular project.

Staff developed a contract template for on-call consulting services that was released via a request for proposal process. The template stipulates a two-year term with a not to exceed value of \$100,000.

Many of these contracts have been renewed and new vendors have been awarded contracts as the City's need for on-call firms has expanded or changed.

These agreements provide the City with a deep and broad bench of firms to supplement staff efforts to deliver CIP projects. Staff is now recommending a new contract with David Evans and Associates, Inc., which is a civil and municipal engineering consultancy specializing in multiple municipal engineering disciplines. This contract is needed to provide civil and transportation engineering services to support the City's Capital Improvement Program.

COORDINATION

The proposed on-call contract has been coordinated between the City Attorney's Office and the Engineering Services Division of the Public Works Department. The City Attorney's Office prepared and approved the professional services agreement.

FISCAL IMPACT

There are no additional funding impacts as a result of the contract. Funding for the work is committed as tasks are assigned by staff and only from funds that have been previously appropriated by City Council for the related CIP projects and programs.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - On-Call Professional Services Agreement with David Evans and Associates, Inc.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND DAVID EVANS AND ASSOCIATES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and David Evans and Associates, Inc., an Oregon corporation ("Consultant" or "Contractor"). parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

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

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

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

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may

authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all

authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, employees, agents, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

- a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by the foregoing paragraph, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - 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.
 - 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.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
 - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this

Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.
18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

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

law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.

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

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 23rd day of January, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DAVID EVANS AND ASSOCIATES,
INC., an Oregon corporation

William C. Brand, Mayor

DocuSigned by:
Steven Anderson
1BE64C3DAEF3441...
By: _____
Name: Steven Anderson
Title: Associate

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

Consultant shall perform the following services.

- A. Consultant shall provide on-call professional design and project services, including but not limited to, municipal and civil engineering, traffic and transportation engineering, water resources engineering, marine engineering, landscape architecture, surveying and mapping, project management, program management, permitting coordination, cost estimating, public outreach, constructability and value engineering reviews, bid review and analysis, construction observation, construction management and inspections, right of way acquisition services, and grant writing.
- B. Upon City's written request as described in Section II.A, Consultant shall prepare a written scope of work for the City's requested tasks, including all components and subtasks, the cost to perform the task, including costs and markup from subcontractors, an explanation of how the cost was determined, and a schedule for completion of the task (collectively "Task Proposal"). The costs specified in the Task Proposal shall be in accordance with Exhibit "C".
- C. Upon the City's written approval of the Task Proposal, the Consultant shall commence services for the task. Any language that does not pertain to the scope of work, compensation, or duration of agreement shall be deemed extraneous and not incorporated within this Agreement.
- D. Consultant shall identify leading personnel used to accomplish the services in the Task Proposal. Consultant shall obtain City's approval of any substitutions of leading personnel for the task as soon as the need for a substitution is known.
- E. Consultant shall identify any subcontractor(s) and include the work of subcontractors in the proposed scope of work. Consultant shall not replace the subcontractor for the task without the prior written approval of the City.
- F. Consultant shall provide a task number for the City approved task.

- G. Consultant shall complete the task and present all deliverables to the City by the completion date provided to City.
- H. During performance of the services, Consultant shall provide a monthly written summary of progress on all on-call services to keep the City updated as to the status of performance. Consultant shall either draft a report or deliver an email to the City's designated project manager.
- I. Consultant shall provide all work product for review and acceptance by the City. Consultant shall revise the work product, at no additional charge, until it is approved by the City.

II. CITY'S DUTIES

City will perform the following services.

- A. City will provide a written task request with a description of the work to be performed for the task, and the time desired for completion.
- B. City, in its sole discretion, may approve, modify or reject the Consultant's Task Proposal.
- C. Notwithstanding anything described herein, in the event Article XIX of the City Charter and Chapters 6 and 6.1 of Title 2 of the Redondo Beach Municipal Code apply to the work described herein, the Consultant shall not be authorized to perform the subject work under this Agreement.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence on January 23, 2024 and continue through January 22, 2026 ("Term"), unless otherwise terminated as herein provided. Consultant shall perform the services in accordance with the schedule in each Task Proposal. City may approve extensions for performance of the services in each task; provided, however, that the Consultant shall not work beyond the expiration date of this Agreement.

EXHIBIT "C"
COMPENSATION

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

- I. **AMOUNT.** Consultant shall perform the work for all City approved Task Proposal(s) in accordance with the attached schedule, which is hereby incorporated.

- II. **EXPENSES.** Expenses incurred by Consultant in performance of this work are incorporated in the attached rates and fees. No compensation shall be paid to Consultant unless it is provided in the attached rate and fee schedule. However, in the event Consultant incurs extraordinary expenses, City may reimburse Consultant; provided, however, that both parties execute a written amendment authorizing the reimbursement.

- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant, including reimbursable expenses, exceed \$100,000 during the term of this Agreement.

- IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
 - A. Task number.
 - B. All personnel who performed work on the Task Proposal.
 - C. Description of the work performed.
 - D. Number of hours worked
 - E. Hourly rate.
 - F. All City approved and documented subcontractor invoices.
 - G. If applicable, expenses incurred

Within the approved amount for each approved Task Proposal, and with the written approval of the City, a portion of the amount from one line item of the Task may be allocated to another line item of the Task so long as the total amount approved for the Task Proposal as described in Exhibit "A" is not exceeded.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and include the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty days of City's receipt of Consultant's monthly invoice; provided that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: David Evans and Associates, Inc.
17782 17th Street, Suite 200
Tustin, CA 92780-1947
Attention: Steven Anderson

City: City of Redondo Beach
Public Works Department, Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Andrew Winje, City Engineer

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

	DATE SUBMITTED:		12/19/2023	
	AGENCY/CONTRACT:		On-Call Consulting Services City of Redondo Beach	
	PRIME FIRM NAME:		David Evans and Associates	
	Overhead Rate Audited (2022) %:		177.45%	
	Fee/Profit (2022) %:		10.0%	
#	Staff	Classification Title	Hourly Loaded Rate - December 19, 2023	Subject to Prevailing Wage
1	Sean Haeri, PE, TE, CPM	Senior Principal	363.13	
2	Eddie Guerrero, PE	Principal in Charge	299.98	
3	Mark Oskorus, PE	QA/QC Manager	214.47	
4	Steven Anderson, PE, PMP	Project Manager V	348.16	
5	Marie Marston, PE, QSD/P	Project Manager IV	290.57	
6	Greg Kim, EIT	Project Manager III	280.34	
7	Francois Zugmeyer, PE	Civil Engineer V	255.77	
8	Lander Pham, PE	Civil Engineer IV	205.25	
9	Ryan Williams, EIT	Civil Engineer II	156.30	
10	Abigail Hartman, EIT	Civil Engineer II	141.91	
11	Suzanne Moubayed, EIT	Civil Engineer III	161.67	
12	Armen Ware	Civil Engineer II	123.15	
13	Guido Portier, SE	Structural Engineer V	240.36	
14	Alejandro Virgen	Structural Engineer I	135.78	
15	Kim Rhodes, PLA	Landscape Architect Manager	271.94	
16	Todd Holmes, PLA	Landscape Architect IV	198.14	
17	Heath Habig, PLA	Landscape Architect III	179.86	
18	Chosei Kusano	Landscape Designer IV	148.41	
19	Rachel Wells	Landscape Designer III	126.31	
20	Jon-Sen Oen, CID, CLIA	Irrigation Designer IV	156.30	X
21	Danny Wang	Irrigation Designer II	155.67	X
22	Dennis Barnes, PE, TE	Traffic Engineer V	283.43	
23	Rob Kilpatrick, PE, TE	Traffic Engineer III	242.07	
24	James Daisa, PE	Traffic Engineer III	246.30	
25	Trisha Munoz	Traffic Designer III	142.10	
26	Hesham Ayeda	Traffic Designer I	106.00	
27	Bob Vasquez, PLS	Survey Lead	271.56	
28	Rob Walker	Survey Manager III	208.41	X
29	Stephen Fenerty	Survey Manager II	198.96	X
30	Jeremy Schiff	Survey Analyst II	138.94	X
31	Robert Muro	Party Chief	187.91	X
32	Marga Rosso	Administrative Support III	129.46	
33	Verna Peel	Administrative Support II	112.86	
#	Direct Cost		Unit	Amount
1	Parking		each	Per receipt
2	Courier/Mail		each	Per receipt
3	Copying B&W		each	\$0.12
4	Copying Color		each	\$0.90
5	Printing Services		each	Per receipt
Notes				
1	The base rates stated are for December 19, 2023 and will remain in effect for the two year duration of the contract.			
2	The annual escalation will not exceed the rate of increase for the cost of goods as provided by the CPI-U: Los Angeles-Riverside-Orange County @ www.bls.gov			
3	Prevailing wages are subject to the California Department of Industrial Relations @ www.dir.ca.gov			
4	There will be no markup for direct costs, markups for subconsultant fees will not exceed 5%.			

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.

Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

Errors and Omissions liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

Errors and Omissions policy, if written on a claims made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.



Administrative Report

H.10., File # 24-0067

Meeting Date: 1/23/2024

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

REJECT ALL BIDS FOR THE BICYCLE TRANSPORTATION PLAN IMPLEMENTATION PHASE 1 PROJECT, JOB NO. 40510, AND DIRECT STAFF TO RE-BID THE PROJECT

EXECUTIVE SUMMARY

On January 19, 2021, the City Council approved plans and specifications for the Redondo Beach Bicycle Transportation Plan Implementation Project, Job No. 40510. The City worked with the Los Angeles County Metropolitan Transportation Authority (Metro) Board to secure federal funding for the project. The effort took multiple years to coordinate and required Caltrans E-76 approval, as a precursor for the City to advertise the project for construction bidding. On December 14, 2023, 3 bids were received and publicly opened. The apparent low bid for the Project contained calculation errors and the bidder asked for a formal bid withdrawal, which was granted. The next low bid exceeded the appropriated funding amount by \$700,000 to \$800,000 depending on final construction management costs. Therefore, staff recommends that the City Council reject all bids, direct staff to identify aspects of the project as optional to provide contract flexibility during future contract award, and re-advertise the Project for bidding.

BACKGROUND

The Redondo Beach Bicycle Transportation Plan Implementation Project includes the installation of signs, street markings, and video detection cameras for new bicycle facilities on streets throughout the City including portions of Torrance Boulevard, Beryl Street, Catalina Avenue, and Avenue I.

The majority of the project is federally funded, with funding administrated through Metro. The original funding Agreement had a project completion date of June 30, 2016. Metro approved six amendments that extended the Agreement through June 30, 2023. A seventh amendment is expected to extend the project completion date to June 2024, which will be presented to Council for consideration at a later date.

On September 11, 2023, the City received E-76 approval from Caltrans to advertise the project. Caltrans approval was required due to the federal funding component. On November 16, 2023, the project was advertised. Bids were opened on December 14, 2023.

Metro allocated \$1,558,860 in the Call-For-Projects (CFP) Grant, and the City programmed required matching funds in the amount of \$389,715 from Local Prop C monies, plus \$531,000 in storm drain improvement funds (to address necessary storm drain relocation) for a total funding package of approximately \$2,480,000.

Although the original lowest bid was close to the project funding amount, depending on final construction management costs, the bid contained calculation errors that affected the total. The low bidder subsequently sent a formal letter to withdraw their bid, which is allowed under certain circumstances according to the Public Contract Code and the City's bid documents. The request to withdraw the bid was approved. The next low bid exceeded the project budget amount by \$700,000 to \$800,000. As such, staff is recommending a rejection of all bids due to a shortfall of funds.

To address the shortfall, City staff is planning to review the scope of the project and designate some of the project items as optional tasks, reducing the base scope of the project, while still addressing the primary project goals and objectives.

If the follow up bids are favorable, the optional items can be added to the contract at the time of award.

Staff recommends that the City Council reject the bids received and publicly opened on December 14, 2020, and authorize the City Clerk to re-advertise the project with revisions.

COORDINATION

This project was coordinated by the Engineering Services Division with assistance from Metro.

FISCAL IMPACT

There is no fiscal impact associated with the rejection of bids. Any future action by the City Council to construct the project is anticipated to draw on available funds as shown below.

Funding:

Metro CFP Grant	\$ 1,371,797
Local Prop C Funds	\$ 388,634
Local Measure R	\$ 178,147
Storm Drain Funds	\$ 200,000
Gas Tax	\$ 350,000
Total	\$2,488,578

Estimated Expenditures:

Construction	\$1,750,000
Proj Mgmt/Design	\$ 388,578
Construction Mgmt	\$ 175,000
Contingency	\$ 175,000
Total	\$2,488,578

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS:

- Preliminary Bid Results - Redondo Beach Bicycle Transportation Plan Implementation Project, Job No. 40510, December 14, 2023
- Toro Withdrawal Documentation, January 5, 2024

**CITY OF REDONDO BEACH
PRELIMINARY BID RESULTS**

NAME OF PROJECT: BICYCLE TRANSPORTATION PLAN IMPLEMENTATION PHASE 1 PROJECT, JOB NO. 40510 FEDERAL AID PROJECT NO. CML-5093(022)

DATE: 12/14/2023

TIME: 10:00 A.M.

TO : CHARLES EDER, CIVIL ENGINEER

FROM: CITY CLERK'S OFFICE

Disclaimer:

These results are posted for Information only. Bid results are subject to analysis for completeness and accuracy.

The summary below does not represent a notice of award but only of the bids presented to the city.

No.	Name of Company	Bid Bond	Total Base Bid (\$)
1.	Hardy & Harper, Inc	√	\$2,825,000.00
2.	Palp, Inc DBA Excel Paving	√	\$2,939,572.00
2.	Toro Enterprises, Inc	√	\$2,137,990.25

Results or Questions: Charles Eder, at (310) 697-3215, or by email at charles.eder@redondo.org.

The City reserves the right to reject any or all proposals and to waive technical defects, as the interest of the City may require. Award of contract or rejection of bid proposals will be made by the City within 90 calendar days following the bid opening.

From: [Charles Eder](#)
To: [Andrew Winje](#)
Cc: [Jesse Reyes](#)
Subject: City of Redondo Beach - Bicycle Transportation Plan Implementation Phase 1 Project - Job #40510 / Toro Enterprises, Inc. Requests from the City Consent to Allow Withdrawal of its Bid
Date: Friday, January 5, 2024 8:33:06 AM
Attachments: [image006.png](#)
[REDONDO BEACH - TORO BID REPORTS.pdf](#)
[image002.png](#)

From: Ben Ramirez <bramirez@toroenterprises.com>
To: Charles Eder <Charles.Eder@redondo.org>
Cc: Sean Castillo <sean@toroenterprises.com>; Moti Bogler <moti@toroenterprises.com>; Ian MacLeod <ian@toroenterprises.com>; Rob VanAntwerp <rob@toroenterprises.com>; Craig Thompson <craig@toroenterprises.com>
Subject: RE: City of Redondo Beach - Bicycle Transportation Plan Implementation Phase 1 Project - Job #40510 / Toro Enterprises, Inc. Requests from the City Consent to Allow Withdrawal of its Bid

You don't often get email from bramirez@toroenterprises.com. [Learn why this is important](#)

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Charles,

Please see the attached documentation from our bidding program. It consists of the following:

1. Concise bid report **without** holding account distributed to intended bid items totaling:
\$2,137,990.25

2. Concise bid report **with** holding account distributed to the intended bid items totaling: **\$2,641,457.25**
3. A cost report on the specific holding account showing the cost of the item that was supposed to be spread. A total of **\$431,342.60** (\$431,373 when rounded in system) **that with the appropriate markup of ~ 16%** would have added **\$503,467** to our bid total had we not made the clerical error.

Bid items 4,7, and 16 have been highlighted on these reports to show the significant difference in unit price provided vs what we intended them to be.

Please let us know if you have any questions or need further documentation.

Ben Ramirez



O: 805-483-4515 ext. 104

C: 805-276-3418

bramirez@toroenterprises.com

12/21/2023 12:36
 13881 REDONDO BEACH - BICYCLE TRANSPORT
 *** Ben Ramirez

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	MOBILIZATION (5% TOTAL BID)	F - New	1.000	LS	7,500.00	7,500.00
20	TRAFFIC CONTROL	F - New	1.000	LS	20,000.00	20,000.00
30	REMOVE CONFLICTING STRIPING AND MARKERS	F - New	12,730.000	SF	2.00	25,460.00
40	INSTALL THERMO BIKE LANE SYMBOL W/ GREEN BACK	F - New	63.000	EA	250.00	15,750.00
50	INSTALL 6" WHITE THERMO BIKE LANE DETAIL 39	F - New	15,850.000	LF	1.25	19,812.50
60	INSTALL 6" THERMO SKIP WHITE BIKE LANE DETAIL 39A	F - New	5,195.000	LF	0.75	3,896.25
70	INSTALL GREEN COLOR ADJACENT DETAIL 39A	F - New	5,760.000	SF	8.55	49,248.00
80	ISNTALL 4" THERMO SOLID WHITE PARKING STRIPE	F - New	15,860.000	LF	1.00	15,860.00
90	INSTALL 4" THERMO SOLID WHITE EDGELINE	F - New	1,850.000	LF	1.00	1,850.00
100	INSTALL 6" THERMO DOUBLE YELLOW STRIPE DETAIL 22	F - New	490.000	LF	2.20	1,078.00
110	INSTALL 6" THERMO DOUBLE YELLOW TURN LANE DET 32	F - New	2,820.000	LF	2.80	7,896.00
120	INTALL THERMO ARROW LEGEND TYPE IV (L OR R)	F - New	13.000	EA	174.00	2,262.00
130	INSTALL THERMO STOP AHEAD LEGENED	F - New	2.000	EA	450.00	900.00
140	FURNISH AND INSTALL NEW SIGNS AND POST	F - New	148.000	EA	285.00	42,180.00
150	FURNISH AND INSTALL NEW SIGNS ON EXISTING POST	F - New	42.000	EA	212.00	8,904.00
160	INSTALL THERMO SHARED ROADWAY BICYCLE MARKING	F - New	446.000	EA	167.50	74,705.00
170	REMOVE EXISTING SIGN AND POST AND RELOCATE	F - New	22.000	EA	190.00	4,180.00
180	FURNISH/INSTALL SIGN POST EXTENSION	F - New	34.000	EA	100.50	3,417.00
190	INSTALL 6" THERMO WHITE SOLID STRIPE	F - New	2,500.000	LF	1.25	3,125.00
200	INSTALL 6" WHITE LANELINE DETAIL 9	F - New	8,730.000	LF	0.80	6,984.00
210	INSTALL 6" THERMO WHITE LANELINE EXTENSION DET 40	F - New	40.000	LF	0.95	38.00
220	REMOVE AND SALVAGE EXISTING D11-1 SIGN	F - New	2.000	EA	90.95	181.90
230	REMOVE AND SALVAGE EXISTING R81B SIGN	F - New	1.000	EA	89.55	89.55
240	INSTALL THERMO SCHOOL LEGEND	F - New	2.000	EA	225.00	450.00
250	INSTALL THERMO STOP LEGEND	F - New	19.000	EA	250.00	4,750.00
260	INSTALL 6" DOUBLE -DOUBLE YELLOW MEDIAN, DETAIL 29	F - New	53.000	LF	3.30	174.90
270	INSTALL 4" THERMO SOLID WHITE DIAGNOL STRIPE	F - New	950.000	LF	4.90	4,655.00
280	INSTALL WHITE THERMO CONTINENTAL CROSSING	F - New	2,590.000	SF	4.80	12,432.00
290	INSTALL 12" SOLID WHITE STOP LINE	F - New	260.000	LF	7.65	1,989.00
300	INSTALL 8" WHITE THERMO CHANNELIZING LINE, DET 38	F - New	165.000	LF	1.81	298.65
310	REMOVE EXISTING RED CURB	F - New	50.000	LF	8.30	415.00
320	PAINT RED CURB	F - New	25.000	LF	5.90	147.50
330	PAINT EXISTING GREEN CURB AND REPLACE W/ RED CURB	F - New	15.000	LF	5.90	88.50
340	INSTALL VIDEO DETECTION SYSTEM	F - New	3.000	EA	56,300.00	168,900.00
350	SLURRY SEAL CATALINA AVE AND BERYL STREET	F - New	321,500.000	SF	0.72	231,480.00
360	REMOVE STRIPING ON CATALINA AND BERYL PER PLAN	F - New	1.000	LS	18,950.00	18,950.00
370	POST SLURRY BLOW AND SWEEP	F - New	1.000	LS	9,250.00	9,250.00
	ROAD WIDENING BID ITEMS					
380	MOBILIZATION, DEMOBILIZATION, BMP	F - New	1.000	LS	85,000.00	85,000.00

12/21/2023
13881

12:36
REDONDO BEACH - BICYCLE TRANSPORT

*** Ben Ramirez

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
390	TRAFFIC CONTROL AND T.C. PLANS	F - New	1.000	LS	187,000.00	187,000.00
400	CONSTRUCTION SURVEYING AND MONUMENTATION	F - New	1.000	LS	16,600.00	16,600.00
410	REMOVE AC, BASE, AND SUBBASE	F - New	35.000	CY	511.20	17,892.00
420	SAW CUT AND REMOVE CURB AND GUTTER	F - New	850.000	LF	22.25	18,912.50
430	SAWCUT AND REMOVE SIDEWALK	F - New	4,600.000	SF	4.55	20,930.00
440	SAWCUT AND REMOVE ADA RAMPS	F - New	4.000	EA	755.00	3,020.00
450	REMOVE SOD AND DIRT	F - New	480.000	CY	262.00	125,760.00
460	REMOVE TREE AND TOOBALL LARGE 30" AND 36"	F - New	2.000	EA	2,400.00	4,800.00
470	REMOVE TREE AND ROOTBALL - LARGE PINE	F - New	2.000	EA	2,400.00	4,800.00
480	REMOVE EXISTING LANDSCAPING - REPLACE BERM AFTER	F - New	1.000	LS	16,000.00	16,000.00
490	REMOVE CATCH BASIN AND INTERFERRING PIPE	F - New	1.000	EA	6,800.00	6,800.00
500	REMOVE INTERFERRING 12" CMP TO CONSTRUCT NEW AC	F - New	30.000	LF	90.00	2,700.00
510	REMOVE DRIVEWAY	F - New	260.000	SF	8.45	2,197.00
520	REMOVE X GUTTER	F - New	250.000	SF	25.20	6,300.00
530	REMOVE STORM DRAIN MH	F - New	1.000	EA	6,800.00	6,800.00
540	CONSTRUCT 6" CURB AND GUTTER	F - New	877.000	LF	43.00	37,711.00
550	CONSTRUCT SIDEWALK	F - New	4,600.000	SF	8.90	40,940.00
560	CONSTRUCT NEW ADA RAMP	F - New	4.000	EA	3,100.00	12,400.00
570	CONSTRUCT DRIVEWAY	F - New	260.000	SF	20.00	5,200.00
580	CONSTRUCT X GUTTER	F - New	350.000	SF	53.00	18,550.00
590	CONSTRUCT 2.5" AC BASE	F - New	120.000	TN	219.90	26,388.00
600	CONSTRUCT 6" CMB	F - New	295.000	CY	106.60	31,447.00
610	CONSTRUCTION 3.5' CATCH BASIN	F - New	1.000	EA	13,000.00	13,000.00
620	CONSTRUCT STORM DRAIN 18" CONCRETE COLLAR	F - New	5.000	EA	3,700.00	18,500.00
630	CONSTRUCT 18" RCP CONNECTION TO EXISTING SD MH	F - New	1.000	EA	5,000.00	5,000.00
640	CONSTRUCT 18" RCP	F - New	625.000	LF	284.00	177,500.00
650	CONSTRUCT SD MANHOLE	F - New	2.000	EA	18,000.00	36,000.00
660	R/R AC, BASE, AND CONSTRUCT NEW 6" AC	F - New	240.000	SF	196.00	47,040.00
670	COLD MILL 1.5" AC	F - New	20,200.000	SF	1.05	21,210.00
680	CONSTRUCT 1.5" AC	F - New	340.000	TN	190.00	64,600.00
690	FILL AND COMPACT AND INSTALL SOD	F - New	2,500.000	SF	9.00	22,500.00
700	PLANT 24" BOX TREE	F - New	5.000	EA	800.00	4,000.00
710	PLANT 5 GALLON SHRUBS	F - New	40.000	EA	35.00	1,400.00
720	REPAIR AND ADJUST SPRINKLER SYSTEM	F - New	1.000	LS	6,000.00	6,000.00
730	COORDINATE WITH CA WATER SERVICE	F - New	1.000	LS	1,000.00	1,000.00
740	ADJUST VALVE CAN AND COVER TO GRADE	F - New	3.000	EA	120.00	360.00
750	PLUG 12" RCP AND FILL W/ 2 SACK SLURRY	F - New	1.000	LS	14,000.00	14,000.00
760	CONNECT 2-8" STORM DRAIN TO NEW CATCH BASINS	F - New	1.000	LS	1,400.00	1,400.00
770	RELOCATE SIGNS AND POST	F - New	5.000	EA	200.00	1,000.00

12/21/2023 12:36
 13881 REDONDO BEACH - BICYCLE TRANSPORT
 *** Ben Ramirez

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
780	RELOCATE SIGN TO RELOCATED STREET POLE	F - New	2.000	EA	105.00	210.00
790	INSTALL SIGN AND POST	F - New	5.000	EA	250.00	1,250.00
800	INSTALL NEW SIGN ON STREET LIGHT POLE	F - New	2.000	EA	160.00	320.00
810	INSTALL SIGN ON POST	F - New	2.000	EA	105.00	210.00
820	STRIPING - THERMO EXTRUSION	F - New	1.000	LS	30,700.00	30,700.00
830	CONSTRUCT 1.5" PVC BY JACKING METHOD	F - New	1,182.000	LF	67.00	79,194.00
840	PULLBOX #5	F - New	13.000	EA	1,650.00	21,450.00
850	DRILL FOUNDATION - EA	F - New	6.000	EA	3,300.00	19,800.00
860	RELOCATE SL ON NEW FOUNDATION	F - New	6.000	EA	8,300.00	49,800.00
870	COORDINATE W/ SCE FOR SERVICE CABINET, RELOCATIONS	F - New	1.000	LS	3,200.00	3,200.00
880	TYPE III-BF SERVICE CABINET	F - New	1.000	EA	11,500.00	11,500.00
890	3" CONDUIT TO SCE POWER SOURCE	F - New	1.000	LS	3,300.00	3,300.00
900	3" CONDUIT	F - New	10.000	LF	110.00	1,100.00
910	MAINTAIN STREET LIGHTS OPERATIONS DURING NIGHT	F - New	1.000	LS	12,000.00	12,000.00
920	INSTALL PROJECT SIGN	F - New	1.000	LS	2,000.00	2,000.00
930	SCE FEE REIMBURSEMENT ALLOWANCE	F - New	1.000	LS	1.00	1.00

STRIPING & SIGNS ONLY TOTAL

\$390,367.75

Bid Total



\$2,137,990.25

*Submitted bid without
 HOLDING ACCOUNT
 distributed to above
 highlighted items*

12/21/2023

12:42

13881

REDONDO BEACH - BICYCLE TRANSPORT

*** Ben Ramirez

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	MOBILIZATION (5% TOTAL BID)	F - New	1.000	LS	7,500.00	7,500.00
20	TRAFFIC CONTROL	F - New	1.000	LS	20,000.00	20,000.00
30	REMOVE CONFLICTING STRIPING AND MARKERS	F - New	12,730.000	SF	2.00	25,460.00
40	INSTALL THERMO BIKE LANE SYMBOL W/ GREEN BACK	F - New	63.000	EA	1,130.00	71,190.00
50	INSTALL 6" WHITE THERMO BIKE LANE DETAIL 39	F - New	15,850.000	LF	1.25	19,812.50
60	INSTALL 6" THERMO SKIP WHITE BIKE LANE DETAIL 39A	F - New	5,195.000	LF	0.75	3,896.25
70	INSTALL GREEN COLOR ADJACENT DETAIL 39A	F - New	5,760.000	SF	18.00	103,680.00
80	ISNTALL 4" THERMO SOLID WHITE PARKING STRIPE	F - New	15,860.000	LF	1.00	15,860.00
90	INSTALL 4" THERMO SOLID WHITE EDGELINE	F - New	1,850.000	LF	1.00	1,850.00
100	INSTALL 6" THERMO DOUBLE YELLOW STRIPE DETAIL 22	F - New	490.000	LF	2.20	1,078.00
110	INSTALL 6" THERMO DOUBLE YELLOW TURN LANE DET 32	F - New	2,820.000	LF	2.80	7,896.00
120	INTALL THERMO ARROW LEGEND TYPE IV (L OR R)	F - New	13.000	EA	174.00	2,262.00
130	INSTALL THERMO STOP AHEAD LEGENED	F - New	2.000	EA	450.00	900.00
140	FURNISH AND INSTALL NEW SIGNS AND POST	F - New	148.000	EA	285.00	42,180.00
150	FURNISH AND INSTALL NEW SIGNS ON EXISTING POST	F - New	42.000	EA	212.00	8,904.00
160	INSTALL THERMO SHARED ROADWAY BICYCLE MARKING	F - New	446.000	EA	1,050.00	468,300.00
170	REMOVE EXISTING SIGN AND POST AND RELOCATE	F - New	22.000	EA	190.00	4,180.00
180	FURNISH/INSTALL SIGN POST EXTENSION	F - New	34.000	EA	100.50	3,417.00
190	INSTALL 6" THERMO WHITE SOLID STRIPE	F - New	2,500.000	LF	1.25	3,125.00
200	INSTALL 6" WHITE LANELINE DETAIL 9	F - New	8,730.000	LF	0.80	6,984.00
210	INSTALL 6" THERMO WHITE LANELINE EXTENSION DET 40	F - New	40.000	LF	0.95	38.00
220	REMOVE AND SALVAGE EXISTING D11-1 SIGN	F - New	2.000	EA	90.95	181.90
230	REMOVE AND SALVAGE EXISTING R81B SIGN	F - New	1.000	EA	89.55	89.55
240	INSTALL THERMO SCHOOL LEGEND	F - New	2.000	EA	225.00	450.00
250	INSTALL THERMO STOP LEGEND	F - New	19.000	EA	250.00	4,750.00
260	INSTALL 6" DOUBLE -DOUBLE YELLOW MEDIAN, DETAIL 29	F - New	53.000	LF	3.30	174.90
270	INSTALL 4" THERMO SOLID WHITE DIAGNOL STRIPE	F - New	950.000	LF	4.90	4,655.00
280	INSTALL WHITE THERMO CONTINENTAL CROSSING	F - New	2,590.000	SF	4.80	12,432.00
290	INSTALL 12" SOLID WHITE STOP LINE	F - New	260.000	LF	7.65	1,989.00
300	INSTALL 8" WHITE THERMO CHANNELIZING LINE, DET 38	F - New	165.000	LF	1.81	298.65
310	REMOVE EXISTING RED CURB	F - New	50.000	LF	8.30	415.00
320	PAINT RED CURB	F - New	25.000	LF	5.90	147.50
330	PAINT EXISTING GREEN CURB AND REPLACE W/ RED CURB	F - New	15.000	LF	5.90	88.50
340	INSTALL VIDEO DETECTION SYSTEM	F - New	3.000	EA	56,300.00	168,900.00
350	SLURRY SEAL CATALINA AVE AND BERYL STREET	F - New	321,500.000	SF	0.72	231,480.00
360	REMOVE STRIPING ON CATALINA AND BERYL PER PLAN	F - New	1.000	LS	18,950.00	18,950.00
370	POST SLURRY BLOW AND SWEEP	F - New	1.000	LS	9,250.00	9,250.00
	ROAD WIDENING BID ITEMS					
380	MOBILIZATION, DEMOBILIZATION, BMP	F - New	1.000	LS	85,000.00	85,000.00

12/21/2023 12:42
 13881 REDONDO BEACH - BICYCLE TRANSPORT
 *** Ben Ramirez

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
390	TRAFFIC CONTROL AND T.C. PLANS	F - New	1.000	LS	187,000.00	187,000.00
400	CONSTRUCTION SURVEYING AND MONUMENTATION	F - New	1.000	LS	16,600.00	16,600.00
410	REMOVE AC, BASE, AND SUBBASE	F - New	35.000	CY	511.20	17,892.00
420	SAW CUT AND REMOVE CURB AND GUTTER	F - New	850.000	LF	22.25	18,912.50
430	SAWCUT AND REMOVE SIDEWALK	F - New	4,600.000	SF	4.55	20,930.00
440	SAWCUT AND REMOVE ADA RAMPS	F - New	4.000	EA	755.00	3,020.00
450	REMOVE SOD AND DIRT	F - New	480.000	CY	262.00	125,760.00
460	REMOVE TREE AND TOOBALL LARGE 30" AND 36"	F - New	2.000	EA	2,400.00	4,800.00
470	REMOVE TREE AND ROOTBALL - LARGE PINE	F - New	2.000	EA	2,400.00	4,800.00
480	REMOVE EXISTING LANDSCAPING - REPLACE BERM AFTER	F - New	1.000	LS	16,000.00	16,000.00
490	REMOVE CATCH BASIN AND INTERFERRING PIPE	F - New	1.000	EA	6,800.00	6,800.00
500	REMOVE INTERFERRING 12" CMP TO CONSTRUCT NEW AC	F - New	30.000	LF	90.00	2,700.00
510	REMOVE DRIVEWAY	F - New	260.000	SF	8.45	2,197.00
520	REMOVE X GUTTER	F - New	250.000	SF	25.20	6,300.00
530	REMOVE STORM DRAIN MH	F - New	1.000	EA	6,800.00	6,800.00
540	CONSTRUCT 6" CURB AND GUTTER	F - New	877.000	LF	43.00	37,711.00
550	CONSTRUCT SIDEWALK	F - New	4,600.000	SF	8.90	40,940.00
560	CONSTRUCT NEW ADA RAMP	F - New	4.000	EA	3,100.00	12,400.00
570	CONSTRUCT DRIVEWAY	F - New	260.000	SF	20.00	5,200.00
580	CONSTRUCT X GUTTER	F - New	350.000	SF	53.00	18,550.00
590	CONSTRUCT 2.5" AC BASE	F - New	120.000	TN	219.90	26,388.00
600	CONSTRUCT 6" CMB	F - New	295.000	CY	106.60	31,447.00
610	CONSTRUCTION 3.5' CATCH BASIN	F - New	1.000	EA	13,000.00	13,000.00
620	CONSTRUCT STORM DRAIN 18" CONCRETE COLLAR	F - New	5.000	EA	3,700.00	18,500.00
630	CONSTRUCT 18" RCP CONNECTION TO EXISTING SD MH	F - New	1.000	EA	5,000.00	5,000.00
640	CONSTRUCT 18" RCP	F - New	625.000	LF	284.00	177,500.00
650	CONSTRUCT SD MANHOLE	F - New	2.000	EA	18,000.00	36,000.00
660	R/R AC, BASE, AND CONSTRUCT NEW 6" AC	F - New	240.000	SF	196.00	47,040.00
670	COLD MILL 1.5" AC	F - New	20,200.000	SF	1.05	21,210.00
680	CONSTRUCT 1.5" AC	F - New	340.000	TN	190.00	64,600.00
690	FILL AND COMPACT AND INSTALL SOD	F - New	2,500.000	SF	9.00	22,500.00
700	PLANT 24" BOX TREE	F - New	5.000	EA	800.00	4,000.00
710	PLANT 5 GALLON SHRUBS	F - New	40.000	EA	35.00	1,400.00
720	REPAIR AND ADJUST SPRINKLER SYSTEM	F - New	1.000	LS	6,000.00	6,000.00
730	COORDINATE WITH CA WATER SERVICE	F - New	1.000	LS	1,000.00	1,000.00
740	ADJUST VALVE CAN AND COVER TO GRADE	F - New	3.000	EA	120.00	360.00
750	PLUG 12" RCP AND FILL W/ 2 SACK SLURRY	F - New	1.000	LS	14,000.00	14,000.00
760	CONNECT 2-8" STORM DRAIN TO NEW CATCH BASINS	F - New	1.000	LS	1,400.00	1,400.00
770	RELOCATE SIGNS AND POST	F - New	5.000	EA	200.00	1,000.00

12/21/2023 12:42
 13881 REDONDO BEACH - BICYCLE TRANSPORT
 *** Ben Ramirez

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
780	RELOCATE SIGN TO RELOCATED STREET POLE	F - New	2.000	EA	105.00	210.00
790	INSTALL SIGN AND POST	F - New	5.000	EA	250.00	1,250.00
800	INSTALL NEW SIGN ON STREET LIGHT POLE	F - New	2.000	EA	160.00	320.00
810	INSTALL SIGN ON POST	F - New	2.000	EA	105.00	210.00
820	STRIPING - THERMO EXTRUSION	F - New	1.000	LS	30,700.00	30,700.00
830	CONSTRUCT 1.5" PVC BY JACKING METHOD	F - New	1,182.000	LF	67.00	79,194.00
840	PULLBOX #5	F - New	13.000	EA	1,650.00	21,450.00
850	DRILL FOUNDATION - EA	F - New	6.000	EA	3,300.00	19,800.00
860	RELOCATE SL ON NEW FOUNDATION	F - New	6.000	EA	8,300.00	49,800.00
870	COORDINATE W/ SCE FOR SERVICE CABINET, RELOCATIONS	F - New	1.000	LS	3,200.00	3,200.00
880	TYPE III-BF SERVICE CABINET	F - New	1.000	EA	11,500.00	11,500.00
890	3" CONDUIT TO SCE POWER SOURCE	F - New	1.000	LS	3,300.00	3,300.00
900	3" CONDUIT	F - New	10.000	LF	110.00	1,100.00
910	MAINTAIN STREET LIGHTS OPERATIONS DURING NIGHT	F - New	1.000	LS	12,000.00	12,000.00
920	INSTALL PROJECT SIGN	F - New	1.000	LS	2,000.00	2,000.00
930	SCE FEE REIMBURSEMENT ALLOWANCE	F - New	1.000	LS	1.00	1.00

STRIPING & SIGNS ONLY TOTAL

\$893,834.75

Bid Total



\$2,641,457.25

*Intended bid amount
 after HOLDING
 ACCOUNT distributed
 to highlighted items.*

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
-------------------	------	--------------	------	-----------	-------	---------------	-----------------	------------	--------------	-------

Holding Acct= 1000
 Description = MMA HOLDING ACCOUNT Unit = SF Takeoff Quan: 56,660.000 Engr Quan: 56,660.000

53820 MMA Quan: 56,660.00 SF Hrs/Shft: 8.00 Cal: 508 WC: AVE

PMS&S		(Mod) STRIPING & SIGNAGE	323.77	CH	Prod:	175.0000	UH	Lab Pcs:	3.00	Eqp Pcs:	1.00	**Unreviewed
2ASMSCSTRIP	MISC. STRIPING	1.00	90.00	EA	500.000		45,000				45,000	
2ASTRANSMMA	TRANSP MMA	1.00	56,660.00	SF	5.000		283,300				283,300	
8STRPISTRTRK	550 FORD STRIPING TRU	1.00	323.77	HR	70.000				22,664		22,664	
STRP1	STRIPER GROUP 1	1.00	323.77	MH	43.350	25,207					25,207	
STRP4	STRIPER GROUP 4	1.00	323.77	MH	48.400	27,205					27,205	
STRPFM	STRIPER FOREMAN	1.00	323.77	MH	50.400	27,996					27,996	
\$431,372.60	0.0171 MH/SF		971.31	MH	[0.812]	80,409	328,300		22,664		431,373	

Item Totals: 1000 - MMA HOLDING ACCOUNT
 \$431,372.60 0.0171 MH/SF 971.31 MH [0.812] 80,409 328,300 22,664 431,373
 7.613 56660 SF 1.42 5.79 0.40 7.61

Rounded to

\$0.00 *** Report Totals ***

>>> indicates Non Additive Activity

Holding account totals will not be added to the report totals because the distribution is instead added to the various bid items.

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

*COST \$431,373
 X ~ 16.71 markup
 Total Add \$503,467.*

'Unreviewed' Activities are marked.

Bid Date: Owner: Engineering Firm:
 Estimator-In-Charge:

JOB NOTES
 1-855-231-7876

Estimate created on: 03/23/2018 by User#: 6 - Brian Bohnsack

Source used: G:\UTILITY\BLANK\BLANK.zip (a backup) from 07/27/2017 6:12:20 PM

*****Estimate created on: 12/11/2023 by User#: 27 - Ben Ramirez
 Source estimate used: G:\EST\TORO-MASTER

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 508 5 - 8 HOUR DAYS (Default Calendar)
- 509 5-9 HOUR DAYS
- 510 5 - 10 MHOURL DAY
- 512 SATURDAY WORK
- 548 6 - 8 HOUR DAYS
- 560 6 - 10 HR DAYS
- 566 5-10 HR & 1-8 HR
- 572 6 - 12 HR DAY
- 580 DOUBLE TIME

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
Holding Acct=	1000									
Description =	MMA HOLDING ACCOUNT		Unit =	SF	Takeoff Quan:	56,660.000		Engr Quan:	56,660.000	
584	7 - 12 HR DAYS									



Administrative Report

H.11., File # 24-0068

Meeting Date: 1/23/2024

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE ESCROW AGREEMENT NO. 2247 WITH TORO ENTERPRISES, INC. FOR THE DEPOSIT OF THE MONTHLY PROGRESS PAYMENTS' 5% RETENTION FOR THE MANHATTAN BEACH BOULEVARD RESURFACING - AVIATION BOULEVARD TO INGLEWOOD AVENUE PROJECT

EXECUTIVE SUMMARY

Toro Enterprises, Inc. (Toro) was awarded a Public Works Contract in the amount of \$4,162,813.75 to complete the Manhattan Beach Boulevard Resurfacing - Aviation Boulevard to Inglewood Avenue Project, Job No. 41160, and will begin work in mid-2024.

As part of the contract administration and under the provision of the Public Contract Code, Toro has opted to open an escrow account into which the City will make retention deposits, in lieu of the City retaining 5% of the monthly progress payments. The attached Escrow Agreement between Toro, the City, and Banner Bank is necessary for the administration of that account. Establishment of the account does not increase costs to the City and the account governed by this Agreement will be closed immediately upon the disbursement of all funds after the project is accepted as complete by the City and the 35-day notice period for potential claims has passed with no claims being submitted.

BACKGROUND

Toro was awarded a Public Works Contract in the amount of \$4,162,813.75 to complete the Manhattan Beach Boulevard Resurfacing - Aviation Boulevard to Inglewood Avenue Project, Job No. 41160. Construction is expected to start in May 2024 and be completed within one hundred working days.

As required by Public Contract Code Section 9203, the City withholds a 5% retention of each progress payment made to the contractor to ensure that the contractor completes the project per the Agreement. Section 22300 of the Public Contract Code provides contractors with the option of having retention funds deposited in a joint escrow account rather than being retained by the administering public agency. Toro has requested that contract retention payments be placed in escrow pursuant to Escrow Agreement 2247 with Banner Bank named as the Escrow Agent.

The Escrow Agreement gives the City the right to draw on the funds held in escrow in the event of default by the Contractor. Upon the City's written notice that the construction Contract is final and complete, the escrow will be closed and all funds therein will be returned to the Contractor less

applicable escrow fees and charges. The Escrow Agreement requires Toro to pay all costs incurred by the escrow agent.

COORDINATION

The City Attorney's Office has approved the Escrow Agreement as to form.

FISCAL IMPACT

There is no fiscal impact associated with the item. All costs associated with the escrow account will be paid by Toro.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Escrow Agreement No. 2247- Toro Enterprises, Inc., and Banner Bank



January 11, 2024

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attn: Daniel Gruezo

Re: Project Name: Manhattan Beach Blvd Resurfacing from Aviation Blvd to Inglewood Ave
Project No.: 41160
Contractor: Toro Enterprises, Inc.
Escrow No: 2247

We are in process of setting up a Contractor Retention Escrow account between the **City of Redondo Beach, Toro Enterprises, Inc., and Banner Bank** pursuant to the California Public Contract Code Section 22300. Please find enclosed **three (3) original escrow agreements** to be executed by an authorized signer for your agency. Upon completion, please forward **one (1) original to the contractor, one (1) original to the Bank, and retain one (1) original for your records**. Retention will be released **only upon written authorization** from your agency.

Kindly arrange with your finance department to have all **retention deposits and release requests** sent to the following address. **Please indicate escrow number on stub of check.**

Banner Bank
5901 Priestly Dr., Suite 160
Carlsbad, CA 92008
Attn: Escrow Dept.

If you should have any questions, please do not hesitate to contact me at (760) 448-8301 or via email at specialtydeposits@bannerbank.com.

Respectfully,



Francisca Pardo
Escrow Administrator

Enclosures: Escrow Agreements (3)



5901 Priestly Dr., Ste. 160 • Carlsbad, CA 92008-8827
760-448-8300 • bannerbank.com
Member FDIC, Equal Housing Lender

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**



ESCROW # 2247

This Escrow Agreement is made and entered into on the **23rd** of **January 2024**, by and between **City of Redondo Beach**, whose address is **415 Diamond Street, Redondo Beach, CA 90277**, hereinafter called "Owner"; **Toro Enterprises, Inc.**, whose address is **PO Box 6285, Oxnard, CA 93031** hereinafter called "Contractor", and **Banner Bank, a State chartered bank**, whose address is 5901 Priestly Drive Suite 160, Carlsbad CA 92008, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for **Manhattan Beach Blvd Resurfacing from Aviation Blvd to Inglewood Ave. Project 41160** in the amount of *****Four Million One Hundred Sixty Two Thousand Eight Hundred Thirteen Dollars and Seventy Five Cents*** (\$4,162,813.75)** dated **December 5, 2023** (hereinafter referred to as "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of **City of Redondo Beach**, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.



- (7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
- (8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely upon the written notification from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

**On behalf of Owner:
City of Redondo Beach**

Title: _____
 Name: _____
 Signature: _____
 415 Diamond Street, Redondo Beach, CA 90277

**On behalf of Contractor:
Toro Enterprises, Inc.**

Title: Secretary _____
 Name: Jerry Hannigan _____
 Signature:  _____
 PO Box 6285, Oxnard, CA 93031

**On behalf of Escrow Agent:
Banner Bank**

Title: Escrow Administrator _____
 Name: Francisca Pardo _____
 Signature:  _____
 5901 Priestly Drive Suite 160, Carlsbad, CA 92008

(11) *By signing this Agreement, Contractor is: (a) requesting Owner to make payment of retention earnings directly to Escrow Agent, (b) choosing not to deposit securities as a substitute for retention earnings, and (c) agreeing not to direct the investment of payments of retention earnings into securities. The parties understand if Contractor desires to change any of the foregoing, the escrow will need to be transferred to a different escrow agent.*

(12) This Agreement may be executed in any number of counterparts, and by the different parties in separate counterparts, each of which when so executed and delivered shall be an original. The executed signature page(s) from each counterpart may be joined together with and attached as one such original and shall constitute one and the same instrument. This Agreement, to the extent signed and delivered by electronic means, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Both Parties agree that an electronic copy of this Agreement shall be deemed to be an original of this Agreement for all purposes. The Parties also agree that notice for all purposes under this Agreement may be made by electronic communications to the email addresses contained in this Agreement, or as updated by an applicable Party.

At the time the escrow account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officer on the date first set forth above.

City of Redondo Beach

Toro Enterprises, Inc.

Title: _____

Title: Secretary _____

Name: _____

Name: Jerry Hannigan _____

Signature: _____

Signature:  _____

415 Diamond Street, Redondo Beach, CA 90277

PO Box 6285, Oxnard, CA 93031



Administrative Report

H.12., File # 24-0086

Meeting Date: 1/23/2024

To: MAYOR AND CITY COUNCIL
From: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

TITLE

APPROVE A FIVE-YEAR LEASE OF CANON COPIERS, PRINTERS, AND MANAGED PRINT SERVICES FROM CANON SOLUTIONS AMERICA, INC. TO REPLACE THE EXISTING CANON, DELL, AND LEXMARK COPY AND PRINT DEVICES FOR AN AMOUNT NOT TO EXCEED \$288,881.30

EXECUTIVE SUMMARY

The City currently leverages a combination of Canon, Lexmark, and Dell copiers and printers across its 15 facilities. The current fleet of printing devices is far beyond end of life with approximately 50% of its devices 8 years old, or older, causing frequent delays and inefficiencies due to service outages and a lack of availability of replacement parts and supplies. Of the City's over 100 printing devices, only 6 carry an active support agreement with all other maintenance, repair, and supply management performed by Information Technology Staff. The move to managed and leased copiers and printers from Canon Solutions America, Inc. (Canon) not only ensures that devices will be refreshed on a regular basis, but includes management services to ensure a minimum service level for each device, maintenance, monitoring, and just in time delivery of consumables including toner, fusers, and other necessities. In coordination with each City Department and Canon, this new printing fleet signifies a consolidation of our printing devices from 104 devices to 60, exemplifying the impact of new paperless services such as Laserfiche and DocuSign, as well as our shift from in-house print shop services to outsourced service providers. The equipment consolidation is expected to save the City roughly \$130,000 over the five-year period.

BACKGROUND

This project is part of the Department's scheduled IT work plan for FY 2023-24 and is funded from the IT operational budget. This Agreement will enhance the Department's ability to support the organization technologically and strategically increase employee productivity by promoting the effective delivery of services to the public. Like the City's equipment replacement program, these technological refreshes provide an opportunity for IT staff to plan for, and move, the City towards next generation technology while enhancing the efficient operation and resiliency of the organization going into the future.

The Canon copiers and printers specified feature touchscreen displays and appropriate capacity for each user Department based on average monthly printing studies completed City-wide. In some cases, the new fleet will provide printing capacity of up to 75 pages per minute.

While the City is moving toward paperless solutions in many areas, paper documents remains critical to many operations such as new employee onboarding processes and Courthouse documentation. Each device will be capable of scanning to promote paperless transactions and eliminate the need for desktop scanners.

To procure the new lease for services, a competitive Request for Proposals (RFP 2324-002) was issued and the City received 13 responses. Following the completion of a thorough evaluation process, Canon emerged as the highest scoring bidder. Canon's proposal leverages OMNIA Partners Cooperative Agreement Pricing (Agreement #2020002755) which allows the City to obtain favorable terms and pricing based on the enhanced purchasing power offered through the cooperative agreement.

Staff recommends the approval of the Agreement with Canon Solutions America, Inc. for a five-year lease of Canon Copiers, Printers and Managed Print Services for an amount not to exceed \$ 288,881.30.

COORDINATION

Information Technology staff worked directly with all Departments to specify required equipment to structure the Agreement. The Agreement will be coordinated between Information Technology, Financial Services, and Canon. The purchase documents have been approved as to form by the City Attorney's Office.

FISCAL IMPACT

The total cost of \$288,881.30 will be spread evenly across the 5-year lease duration, with payments made from the appropriate Fiscal Years' IT Department Internal Service Fund. Funding is included in the IT Department's annual operating budget. The reduction in citywide copier and printer equipment is expected to save the City roughly \$130,000 over the five-year period.

Funding

\$288,881.30 - Info Technology Internal Service Fund

Expenditures

\$214,542.60 - Copier and Printer Lease

\$48,016.80 - Estimated Monthly Managed Print Services Fees (per-page model)

\$26,261.84 - 10% Contingency for

additional devices and per-page overages

\$288,881.30 Total 5-Year Not to Exceed Cost

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Master Agreement, Canon Solutions America, Inc.
- Agmt - Removals and Returns, Canon Solutions America, Inc.
- Agmt - Lease Schedule, Canon Solutions America, Inc.

- Agmt - Managed Print Services Agreement, Canon Solutions America, Inc.



Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800) 613-2228

**Master Sales & Services Agreement
 Customer Information Face Page**

MA39699

Salesperson: Mark Leestma Order Date: 1/9/2024

Customer ("you"):

Company: CITY OF REDONDO BEACH, CALIFORNIA		
DBA:		
Address: 415 DIAMOND ST		
City: REDONDO BEACH		County: LOS ANGELES
State: CA	Zip: 90277	Phone #: 310-697-3221 Ext: 0
Contact: Mike Cook		
Email: mike.cook@redondo.org		

Applicable Terms and Conditions	Customer Organizational Information
<p>TERMS AND CONDITIONS ARE AVAILABLE AT: ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p><input checked="" type="checkbox"/> _____ Customer Initials</p>	<p>Federal Tax ID Number: _____</p> <p>Organization type:</p> <p>Address for Notices: Attn: Mike Cook Address: 415 DIAMOND ST Address 2: City: REDONDO BEACH State: CA Zip: 90277 Email: mike.cook@redondo.org</p>

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name William C. Brand Title Mayor Date _____

ATTEST:

APPROVED AS TO FORM:



Return Schedule, Rider B of Agreement

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: CITY OF REDONDO BEACH, CALI
Agreement #: MA39699

Salesperson: Mark Leestma
Transaction #: S21026881

Order date: 1/9/2024

Customer ("You") Customer Account: 1080633 Service Requested: Upgrade
Company: CITY OF REDONDO BEACH, CALIFORNIA
Address: 415 DIAMOND ST
City: REDONDO BEACH County: LOS ANGELES
State: CA Zip: 90277 Phone: 310-697-3221 Ext: 0
Contact name: Mike Cook
Email: mike.cook@redondo.org
Alternate Contact:
Alternate Phone:

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ 0 To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: Reason for check issuance:

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

Select one:
[] Not Applicable: No Equipment pick up required
[] CSA will pick up the Equipment
[] Return Equipment to CFS
[] Return Equipment to CSA Original Order Date
[] You will return Equipment to leasing company according to the terms and conditions of your lease agreement
[] You will retain the equipment.
Will retained equipment remain under a CSA Maintenance Agreement?
[] No
[] Yes: SELECT ONE: under an Existing Contract [] Or New Contract []

Trade in Equipment Condition:

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Table with 8 columns: Return code, Item Code, Description, Serial #, Equipment Location, Contact Name & Phone, Email, Alt pick up date. Contains 5 rows of equipment data.

Pick Up /Return Information:

[] Same Date as Delivery of Listed Items Specified on the Agreement
[] Other Specified Date: / / (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: Phone: Email:

Hours of Operation: Number of Steps: Elevator: Loading Dock:

Special Instructions:

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature [X]
Printed Name [X] William C. Brand Title [X] Mayor Date [X]



Return Schedule, Rider B of Agreement

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: CITY OF REDONDO BEACH, CALI
Agreement #: MA39699

Salesperson: Mark Leestma
Transaction #: S21026881

Order date: 1/9/2024

Customer ("You") Customer Account: 1080633 Service Requested: Trade In
Company: CITY OF REDONDO BEACH, CALIFORNIA
Address: 415 DIAMOND ST
City: REDONDO BEACH County: LOS ANGELES
State: CA Zip: 90277 Phone: 310-697-3221 Ext: 0
Contact name: Mike Cook
Email: mike.cook@redondo.org
Alternate Contact:
Alternate Phone:

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ 0 To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: Reason for check issuance:

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

Select [] Not Applicable: No Equipment pick up required
one: [x] CSA will pick up the Equipment
[] Return Equipment to CFS
[x] Return Equipment to CSA Original Order Date
[] You will return Equipment to leasing company according to the terms and conditions of your lease agreement
[] You will retain the equipment.
Will retained equipment remain under a CSA Maintenance Agreement?
[] No
[] Yes: SELECT ONE: under an Existing Contract [] Or New Contract []

Trade in Equipment Condition: Good Working

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Table with 8 columns: Return code, Item Code, Description, Serial #, Equipment Location, Contact Name & Phone, Email, Alt pick up date. Contains 5 rows of equipment details.

Pick Up /Return Information:

[x] Same Date as Delivery of Listed Items Specified on the Agreement
[] Other Specified Date: / / (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: Phone: Email:

Hours of Operation: Number of Steps: Elevator: Loading Dock:

Special Instructions:

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature [x]
Printed Name [x] William C. Brand Title [x] Mayor Date [x]



Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Additional Equipment for Trade In, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

Customer: CITY OF REDONDO BEACH, CALIFORNIA **Salesperson:** Mark Leestma
Agreement #: MA39699 **Transaction #:** S21028861 **Order Date:** 1/9/2024

Customer ("you"):

Company: CITY OF REDONDO BEACH, CALIFORNIA **Contact:** Mike Cook
Address: 415 DIAMOND ST **Phone:** 310-697-3221 Ext: 0
City: REDONDO BEACH **State:** CA **Zip:** 90277 **Email:** mike.cook@redondo.org

Equipment for Trade-In, Upgrade, or Return							Alt pick up date
Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
TRD	Lexmark CX725	Non Canon Equipment	75281060H5Z 8H	415 Diamond St Financial Services Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CS725	Non Canon Equipment	50280480G55 11	200 N PCH PD Annex Detective Bureau Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B5460dn	Non Canon Equipment	2GPZ422-131-13	401 Diamond St Police - Records Bureau Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CS725	Non Canon Equipment	50281420H5T 6W	401 Diamond St Police - Jail Booking Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX725	Non Canon Equipment	75289320G49 WT	415 Diamond St City Attorney's Office Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX622ade	Non Canon Equipment	752912914D9 P7	401 Diamond St Police - Jail Office Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CS725	Non Canon Equipment	50281420H5R TH	401 Diamond St Financial Services Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX725	Non Canon Equipment	75289320G49 WK	200 N PCH PD Annex Special Ops Division Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX725	Non Canon Equipment	75281060H5Z 5F	401 S Broadway Fire Station 1 Admin Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX622ade	Non Canon Equipment	752914314F2 KD	1935 Manhattan Beach Blvd Performing Arts Center - Front Ofc Redondo Beach CA 90278	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX725	Non Canon Equipment	75280390G5 GY0	401 Diamond St Police - Administration Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3465dnf	Non Canon Equipment	7WGJSS1-139-13	415 Diamond St Financial Services - Cashiering Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3460dn	Non Canon Equipment	BJJX542-100-13	303 N PCH Main Library - Circulation Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX725	Non Canon Equipment	75289320G49 XC	1922 Artesia Blvd Community Services Redondo Beach CA 90278	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX725	Non Canon Equipment	75289320G49 HV	303 N PCH Main Library - Administration Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	



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Additional Equipment for Trade In, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

Customer: CITY OF REDONDO BEACH, CALIFORNIA **Salesperson:** Mark Leestma

Agreement #: MA39699 **Transaction #:** S21028861 **Order Date:** 1/9/2024

Customer ("you"):

Company: CITY OF REDONDO BEACH, CALIFORNIA **Contact:** Mike Cook

Address: 415 DIAMOND ST **Phone:** 310-697-3221 Ext: 0

City: REDONDO BEACH **Email:** mike.cook@redondo.org

State: CA **Zip:** 90277

Contact: Mike Cook

Phone: 310-697-3221 Ext: 0

Email: mike.cook@redondo.org

Equipment for Trade-In, Upgrade, or Return							
Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
TRD	Lexmark CS725	Non Canon Equipment	50281160H5C CD	1922 Artesia Blvd Community Services - Admin Redondo Beach CA 90278	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX725	Non Canon Equipment	75280380G5 GG6	200 N PCH Police - SOD Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3460dn	Non Canon Equipment	7JJX542-100-13	401 S Broadway Fire Station 1 Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CS725	Non Canon Equipment	50281420H5T D3	415 Diamond St Engineering - Back Offices Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX622ade	Non Canon Equipment	75299061423 PT	2000 Artesia Blvd North Branch Library Redondo Beach CA 90278	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX725	Non Canon Equipment	75280400G5 HWR	401 Diamond St Police - Detective Bureau Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX725	Non Canon Equipment	75289320G49 ZK	415 Diamond St City Clerk's Office Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell C3760dn	Non Canon Equipment	YTJ020389	1935 Manhattan Beach Blvd Performing Arts Center Redondo Beach CA 90278	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX725	Non Canon Equipment	75289320G49 V7	401 Diamond St PD Communications Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX725	Non Canon Equipment	75289320G49 W9	401 Diamond St Waterfront Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3465dnf	Non Canon Equipment	2XGJSS1-139-13	715 Julia Ave Alta Vista Tennis Courts Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX725	Non Canon Equipment	75280410G5K 0L	401 Diamond St Police - Watch Commander Ofc Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX725	Non Canon Equipment	75289320G49 XV	415 Diamond St City Manager's Office Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CS725	Non Canon Equipment	50281420H5T D9	415 Diamond St Planning - Back Offices Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CS725	Non Canon Equipment	50281420H5R TM	415 Diamond St City Clerk - Back Office Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	



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 One Canon Park, Melville, NY 11747
 (800)-613-2228

Additional Equipment for Trade In, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

Customer: CITY OF REDONDO BEACH, CALIFORNIA **Salesperson:** Mark Leestma
Agreement #: MA39699 **Transaction #:** S21028881 **Order Date:** 1/9/2024

Customer ("you"):

Company: CITY OF REDONDO BEACH, CALIFORNIA **Contact:** Mike Cook
Address: 415 DIAMOND ST **Phone:** 310-697-3221 Ext: 0
City: REDONDO BEACH **State:** CA **Zip:** 90277 **Email:** mike.cook@redondo.org

Equipment for Trade-In, Upgrade, or Return							Alt pick up date
Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
TRD	Lexmark CX725	Non Canon Equipment	75289300F47 PT	415 Diamond St Information Technology Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CS725	Non Canon Equipment	50281420H5R T8	303 N PCH Main Library Children's Ref Desk Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell C3765dnf	Non Canon Equipment	YTU019111	401 Diamond St PD - Report Writing Room Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CS725	Non Canon Equipment	50281420H5R TL	2400 Grant Ave Fire Station 2 - Captain's Office Redondo Beach CA 90278	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX622ade	Non Canon Equipment	752914114DV 1V	401 Diamond St Police Administration Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3460dn	Non Canon Equipment	HQJX542-100-13	401 Diamond St Police - SIU Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3465dnf	Non Canon Equipment	8TGJSS1-139-13	401 Diamond St Police - Training/Payroll Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CS725	Non Canon Equipment	50281420H5T CG	303 N PCH Main Library - Adult Ref Desk Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3465dnf	Non Canon Equipment	50HJSS1-139-13	401 S Broadway Fire Station 1 - Admin Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell C3765dnf	Non Canon Equipment	YTU019364	1922 Artesia Blvd Artesia Substation Redondo Beach CA 90278	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark CX622ade	Non Canon Equipment	752912914DB 3M	2400 Grant Ave Fire Station 2 - Training Room Redondo Beach CA 90278	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell C3760dn	Non Canon Equipment	YTJ019739	1935 Manhattan Beach Blvd Performing Arts Center Redondo Beach CA 90278	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3465dnf	Non Canon Equipment	HVGJSS1-139-13	280 Marina Way Fire Station 3 Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell C3760dn	Non Canon Equipment	YTJ019743	401 Diamond St Police - Communications Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Lexmark MS622de	Non Canon Equipment	460092530XM MY	303 N PCH Main Library - Tech Services Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	



Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Additional Equipment for Trade In, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

Customer: CITY OF REDONDO BEACH, CALIFORNIA **Salesperson:** Mark Leestma
Agreement #: MA39699 **Transaction #:** S21028861 **Order Date:** 1/9/2024

Customer ("you"):

Company: CITY OF REDONDO BEACH, CALIFORNIA **Contact:** Mike Cook
Address: 415 DIAMOND ST **Phone:** 310-697-3221 Ext: 0
City: REDONDO BEACH **State:** CA **Zip:** 90277 **Email:** mike.cook@redondo.org

Equipment for Trade-In, Upgrade, or Return							Alt pick up date
Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
TRD	Dell B3460dn	Non Canon Equipment	3JJX542-100-13	415 Diamond St City Attorney's Back Office Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B5460dn	Non Canon Equipment	83VLQ42-131-13	401 Diamond St Police - CAU Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell C3760dn	Non Canon Equipment	YTJ019744	401 Diamond St Crime Lab Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell C7765dh	Non Canon Equipment	TC100685100-293	303 N PCH Main Library Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3460dn	Non Canon Equipment	3QJX542-100-13	1521 Kingsdale Ave Transit Offices Redondo Beach CA 90278	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell C3760dn	Non Canon Equipment	YTJ020354	415 Diamond St City Treasurer Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3465dnf	Non Canon Equipment	8XGJSS1-139-13	113 W Torrance Blvd Police - Pier Substation Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3465dnf	Non Canon Equipment	6C9JSS1-139-13	401 Diamond St City Attorney's Office Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3465dnf	Non Canon Equipment	GYJSS1-139-13	200 Portofino Way Seaside Lagoon Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3465dnf	Non Canon Equipment	4TGJSS1-139-13	280 Marina Way FS3 - Shack Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3460dn	Non Canon Equipment	6QJX542-100-13	415 Diamond St City Attorney's Office Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell 2330dn	Non Canon Equipment	7215BP5-86-13	2400 Grant Ave Fire Station 2 - Alt PSAP Redondo Beach CA 90278	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3460dn	Non Canon Equipment	9QJX542-100-13	1922 Artesia Blvd Community Services - SFS Redondo Beach CA 90278	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B3460dn	Non Canon Equipment	B1NX542-100-13	401 Diamond St Police - Records Bureau Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	
TRD	Dell B5460dn	Non Canon Equipment	B2VLQ42-131-13	415 Diamond St Financial Services - Hallway Redondo Beach CA 90277	Mike Cook 3106973221	mike.cook@redondo.org	



Lease Schedule ("Schedule") - Itemized (SER-700)

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: CITY OF REDONDO BEACH, CALIFORNIA

CFS App #: 1942987

Salesperson: Mark Leestma

Agreement #: MA39699

Transaction #: S21026881

Order Date: 01/09/24

Table with columns: Billing Information, Payment Information, Equipment Maintenance Information, Other Transaction Details. Includes fields for Customer Account, Lease Term, # of Lease Payments, Payment Summary, Lease Payment, Total Maintenance, Base Charge, Due at Signing, etc.

Table with columns: Rider A applies (Office Equip/Cut Sheet Production), Maint Base Charge Section A, Covered Images Included in Maint Base Charge, Excess Per Image Charge(s). Includes fields for Included, B&W: 00 Color: 00, B&W: \$0.00640 Color: \$0.03900.

Main table with columns: Item Code, Listed Items Description, Qty, Unit Pmt, Total, Ship To & Maintenance Billing Information. Lists items like IMAGERUNNER ADVANCE DX C5670, 2/3 HOLE PUNCHER UNIT-A1, etc.

Additional Requirements:
OC: UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755
THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT")...

Customer Authorized Signature: [Signature] Printed Name: William C. Brand Title: Mayor Date: [Date]

ACCEPTANCE CERTIFICATE
To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order...

Authorized Signature: Printed Name: Title: Date:
Internal Purposes Only: Authorized Signature: Printed Name: Title: Date:



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		Included	B&W: 00 Color: 00			B&W: \$0.00640 Color: \$0.03900	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IMAGERUNNER ADVANCE DX C5870	1	Included	Included	Shipping: 1922 ARTESIA BLVD Delivery Date:		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: COMMUNITY SVCS - MAIN AREA		
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES	State: CA Zip: 90278
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
5547C002	STAPLE FINISHER-AB2	1	Included	Included	Mtr Contact:	Ph #:	Email:
4395V196	POWER FILTER 15A/120V - W2000-15-120	1	Included	Included	IT Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Billing:		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	Address 2:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	City:	County:	State: Zip:
					Contact:	Ph #:	Email:
					Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: A 57042769		

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		Included	B&W: 00 Color: 00			B&W: \$0.00640 Color: \$0.03900	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IMAGERUNNER ADVANCE DX C5870	1	Included	Included	Shipping: 200 N PCH Delivery Date:		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: PD ANNEX - COPIER DOWNSTAIRS		
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES	State: CA Zip: 90277-2836
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
5547C002	STAPLE FINISHER-AB2	1	Included	Included	Mtr Contact:	Ph #:	Email:
4395V196	POWER FILTER 15A/120V - W2000-15-120	1	Included	Included	IT Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Billing:		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	Address 2:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	City:	County:	State: Zip:
					Contact:	Ph #:	Email:
					Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: A 57042769		



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section B	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		Included	B&W: 00 Color: 00			B&W: \$0.00640 Color: \$0.03900	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IMAGERUNNER ADVANCE DX C5870	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:		
0607C002	PAPER DECK UNIT-F1	1	Included	Included	Address 2: CITY HALL - HR		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES	State: CA Zip: 90277-2836
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Mtr Contact:	Ph #:	Email:
5547C002	STAPLE FINISHER-AB2	1	Included	Included	IT Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
3998C001	SUPER G3 FAX BOARD-AX1	1	Included	Included	Billing:		
4395V196	POWER FILTER 15A/120V - W2000-15-120	1	Included	Included	Address 2:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	City:	County:	State: Zip:
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	Contact:	Ph #:	Email:
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: B 57042774		

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		Included	B&W: 00 Color: 00			B&W: \$0.00750 Color: \$0.04200	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3827C002	IMAGERUNNER ADVANCE DX C5840I	2	Included	Included	Shipping: 2000 ARTESIA BLVD Delivery Date:		
4030C002	CASSETTE FEEDING UNIT-AQ1	2	Included	Included	Address 2: NORTH LIBRARY - PUBLIC ACCESS		
4000C002	INNER FINISHER-L1	2	Included	Included	City: REDONDO BEACH	County: LOS ANGELES	State: CA Zip: 90278
4395V196	POWER FILTER 15A/120V - W2000-15-120	2	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	2	Included	Included	Mtr Contact:	Ph #:	Email:
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	2	Included	Included	IT Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
IntSupplies	Pre-Installed Supplies Installed in Machine	2	Included	Included	Billing:		
					Address 2:		
					City:	County:	State: Zip:
					Contact:	Ph #:	Email:
					Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: C 57042870		



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		Included	B&W: 00 Color: 00			B&W: \$0.00750 Color: \$0.04200	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	Included	Included	Shipping: 303 N PACIFIC COAST HWY Delivery Date:		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	Address 2: MAIN LIBRARY		
4000C002	INNER FINISHER-L1	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES	State: CA Zip: 90277-2836
4395V196	POWER FILTER 15A/120V - W2000-15-120	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Mtr Contact:	Ph #:	Email:
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	IT Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Billing:		
					Address 2:		
					City:	County:	State: Zip:
					Contact:	Ph #:	Email:
					Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: C 57042870		

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		Included	B&W: 00 Color: 00			B&W: \$0.00750 Color: \$0.04200	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	Address 2: PD COMM - JASONS OFC		
4000C002	INNER FINISHER-L1	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES	State: CA Zip: 90277-2836
4395V196	POWER FILTER 15A/120V - W2000-15-120	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Mtr Contact:	Ph #:	Email:
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	IT Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Billing:		
					Address 2:		
					City:	County:	State: Zip:
					Contact:	Ph #:	Email:
					Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: C 57042870		



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		Included	B&W: 00 Color: 00			B&W: \$0.00750 Color: \$0.04200	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	Address 2: CITY HALL - CITY ATTORNEY		
4000C002	INNER FINISHER-L1	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836		
4395V196	POWER FILTER 15A/120V - W2000-15-120	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 EEmail: mike.cook@redondo.org		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Mtr Contact: Ph #: Email:		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	IT Contact: Mike Cook Ph #: 310-697-3221 EEmail: mike.cook@redondo.org		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Billing:		
					Address 2:		
					City: County: State: Zip:		
					Contact: Ph #: Email:		
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: C 57042870		

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		Included	B&W: 00 Color: 00			B&W: \$0.00750 Color: \$0.04200	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	Included	Included	Shipping: 401 S BROADWAY Delivery Date:		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	Address 2: FS1 - ADMIN OFFICES		
4000C002	INNER FINISHER-L1	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836		
4395V196	POWER FILTER 15A/120V - W2000-15-120	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 EEmail: mike.cook@redondo.org		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Mtr Contact: Ph #: Email:		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	IT Contact: Mike Cook Ph #: 310-697-3221 EEmail: mike.cook@redondo.org		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Billing:		
					Address 2:		
					City: County: State: Zip:		
					Contact: Ph #: Email:		
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: C 57042870		



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section C	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		Included	B&W: 00 Color: 00			B&W: \$0.00750 Color: \$0.04200	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	Included	Included	Shipping: 401 DIAMOND ST Delivery Date:		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	Address 2: PD MAIN - POLICE ADMIN		
4000C002	INNER FINISHER-L1	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836		
4395V196	POWER FILTER 15A/120V - W2000-15-120	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 EEmail: mike.cook@redondo.org		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Mtr Contact: Ph #: Email:		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	IT Contact: Mike Cook Ph #: 310-697-3221 EEmail: mike.cook@redondo.org		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Billing:		
					Address 2:		
					City: County: State: Zip:		
					Contact: Ph #: Email:		
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: C 57042870		

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section F	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		Included	B&W: 00 Color: 00			B&W: \$0.00750 Color: \$0.04200	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	Address 2: CITY HALL - ENGINEERING CNTR		
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836		
5547C002	STAPLE FINISHER-AB2	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 EEmail: mike.cook@redondo.org		
4395V196	POWER FILTER 15A/120V - W2000-15-120	1	Included	Included	Mtr Contact: Ph #: Email:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	IT Contact: Mike Cook Ph #: 310-697-3221 EEmail: mike.cook@redondo.org		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	Billing:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Address 2:		
					City: County: State: Zip:		
					Contact: Ph #: Email:		
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: F 57042885		



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section F	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		Included	B&W: 00 Color: 00			B&W: \$0.00750 Color: \$0.04200	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	Included	Included	Shipping: 1935 MANHATTAN BEACH BLVD Delivery Date:		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	Address 2: RBPAC		
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES	State: CA Zip: 90277-2836
5547C002	STAPLE FINISHER-AB2	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
4395V196	POWER FILTER 15A/120V - W2000-15-120	1	Included	Included	Mtr Contact:	Ph #:	Email:
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	IT Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	Billing:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Address 2:		
					City:	County:	State: Zip:
					Contact:	Ph #:	Email:
					Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: F 57042885		

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section F	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		Included	B&W: 00 Color: 00			B&W: \$0.00750 Color: \$0.04200	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3827C002	IMAGERUNNER ADVANCE DX C5840I	1	Included	Included	Shipping: 302 FLAGLER LN Delivery Date:		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	Address 2: HISTORIC MUSEUM - OFFICE		
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES	State: CA Zip: 90277-2836
5547C002	STAPLE FINISHER-AB2	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
4395V196	POWER FILTER 15A/120V - W2000-15-120	1	Included	Included	Mtr Contact:	Ph #:	Email:
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	IT Contact: Mike Cook	Ph #: 310-697-3221	EEmail: mike.cook@redondo.org
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	Billing:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Address 2:		
					City:	County:	State: Zip:
					Contact:	Ph #:	Email:
					Elevator: No	Loading Dock: No	# of Steps: 0 Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: F 57042885		



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Device Excluded from Maintenance		Maint Base Charge Section	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3385V835	JAMEX 9557B NETWORK ENABLED MULTI-COPY BILL & COIN TOWER - 401088	1	Included	Included	Shipping: 2000 ARTESIA BLVD Delivery Date:	
3384V767	NETWORK ENABLED MULTI-COPY BILL & COIN TOWER 1 YEAR EXT. WARRANTY - 301804 - 9557B	5	Included	Included	Address 2: NORTH LIBRARY - PUBLIC ACCESS	
1232V774	JAMEX DEVICE INSTALL PAK	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90278	
					Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					For CSA USE ONLY:	
					Config: D 57042874	

Device Excluded from Maintenance		Maint Base Charge Section	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3385V835	JAMEX 9557B NETWORK ENABLED MULTI-COPY BILL & COIN TOWER - 401088	1	Included	Included	Shipping: 303 N PACIFIC COAST HWY Delivery Date:	
3384V767	NETWORK ENABLED MULTI-COPY BILL & COIN TOWER 1 YEAR EXT. WARRANTY - 301804 - 9557B	5	Included	Included	Address 2: MAIN LIBRARY	
1232V774	JAMEX DEVICE INSTALL PAK	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
					Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					For CSA USE ONLY:	
					Config: D 57042874	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Device Excluded from Maintenance		Maint Base Charge Section	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4244V453	JAMEX MP3000 FOR 9500 SERIES VEND SYSTEMS - 302415	1	Included	Included	Shipping: 303 N PACIFIC COAST HWY Address 2: MAIN LIBRARY City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836 Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org Mtr Contact: Ph #: Email: IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org Billing: Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5 For CSA USE ONLY: Config: E 57042884	

Device Excluded from Maintenance		Maint Base Charge Section	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4244V453	JAMEX MP3000 FOR 9500 SERIES VEND SYSTEMS - 302415	1	Included	Included	Shipping: 531 N GERTRUDA AVE Address 2: PUBLIC WORKS - OUTSIDE MIKES City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836 Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org Mtr Contact: Ph #: Email: IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org Billing: Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5 For CSA USE ONLY: Config: E 57042884	



Lease Schedule ("Schedule") - Itemized (SER-700)

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: CITY OF REDONDO BEACH, CALIFORNIA

CFS App #: 1942987

Salesperson: Mark Leestma

Agreement #: MA39699

Transaction #: S21026881

Order Date: 01/09/24

Table with columns: Billing Information, Payment Information, Equipment Maintenance Information, Payment Summary, Lease Payment, Total Maintenance, Base Charge, Due at Signing, Other Transaction Details.

Table with columns: Rider A applies (Office Equip/Cut Sheet Production), Maint Base Charge Section G, Covered Images Included in Maint Base Charge, Excess Per Image Charge(s).

Main table with columns: Item Code, Listed Items Description, Qty, Unit Pmt, Total, Ship To & Maintenance Billing Information.

Additional Requirements:
OC: UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755
THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT")...

Customer Authorized Signature:
Printed Name: Type text here
Title:
Date:
ACCEPTANCE CERTIFICATE

To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement.

Authorized Signature:
Printed Name:
Title:
Date:
Internal Purposes Only:
Authorized Signature:
Printed Name:
Title:
Date:



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section G	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
		Included	B&W: 00 Color: 00			B&W: \$0.00770 Color: \$0.05500	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
5963C002	IMAGERUNNER ADVANCE DX C3926I	1	Included	Included	Shipping: 200 PORTOFINO WAY Delivery Date:		
5634C001	CABINET TYPE-W	1	Included	Included	Address 2: LAGOON - FRONT BETWEEN CMPTRS		
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836		
4395V196	POWER FILTER 15A/120V - W2000-15-120	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 EEmail: mike.cook@redondo.org		
4286V645	IR ADV DX C3935/3930/3926 INSTALL PAK	1	Included	Included	Mtr Contact: Ph #: Email:		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	IT Contact: Mike Cook Ph #: 310-697-3221 EEmail: mike.cook@redondo.org		
					Billing:		
					Address 2:		
					City: County: State: Zip:		
					Contact: Ph #: Email:		
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
					Consumables: Toner Only Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent		
					For CSA USE ONLY:		
					Config: G 57042886		

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 531 N GERTRUDA AVE Delivery Date:		
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: EVIDENCE OFFICE		
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836		
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 EEmail: mike.cook@redondo.org		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:		
					IT Contact: Mike Cook Ph #: 310-697-3221 EEmail: mike.cook@redondo.org		
					Billing:		
					Address 2:		
					City: County: State: Zip:		
					Contact: Ph #: Email:		
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
					Auto-Toner Fulfillment**		
					For CSA USE ONLY:		
					Config: H 57042889		



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 715 JULIA AVE Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: ALTA VISTA PARK - TENNIS OFC	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 303 N PACIFIC COAST HWY Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: MAIN LIBRARY - CIRCULATION	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 303 N PACIFIC COAST HWY Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: MAIN LIBRARY - CHILDRENS	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES State: CA Zip: 90277-2836
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:	Ph #: Email:
					IT Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
					Billing:	
					Address 2:	
					City:	County: State: Zip:
					Contact:	Ph #: Email:
					Elevator: No	Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 303 N PACIFIC COAST HWY Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: MAIN LIBRARY - REFERENCE DESK	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES State: CA Zip: 90277-2836
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:	Ph #: Email:
					IT Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
					Billing:	
					Address 2:	
					City:	County: State: Zip:
					Contact:	Ph #: Email:
					Elevator: No	Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 303 N PACIFIC COAST HWY Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: MAIN LIBRARY - TECH AREA	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 1521 KINGSDALE AVE Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: TRANSIT CENTER	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90278	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 1521 KINGSDALE AVE Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: COMMUNITY SVCS - PD ANNEX	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES State: CA Zip: 90278
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:	Ph #: Email:
					IT Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
					Billing:	
					Address 2:	
					City:	County: State: Zip:
					Contact:	Ph #: Email:
					Elevator: No	Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 113 W TORRANCE BLVD Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: PIER SUB-STATION	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES State: CA Zip: 90277-2836
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:	Ph #: Email:
					IT Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
					Billing:	
					Address 2:	
					City:	County: State: Zip:
					Contact:	Ph #: Email:
					Elevator: No	Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	



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Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 401 DIAMOND ST Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: PD MAIN - JAIL OFFICE	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 401 DIAMOND ST Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: PD MAIN - JAIL BOOKING	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
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Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: CITY HALL - MIKE WEBBS DESK	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 2400 GRANT AVE Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: FS2 - TRAINING ROOM	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90278	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
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Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 2400 GRANT AVE Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: FS2 - CAPTAINS OFFICE	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 280 MARINA WAY Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: FS3 - CROWS NEST	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	



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Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 280 MARINA WAY Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: FS3 - UPSTAIRS	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES State: CA Zip: 90277-2836
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:	Ph #: Email:
					IT Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
					Billing:	
					Address 2:	
					City:	County: State: Zip:
					Contact:	Ph #: Email:
					Elevator: No	Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 401 S BROADWAY Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: FS1 - CHIEFS OFFICE	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES State: CA Zip: 90277-2836
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:	Ph #: Email:
					IT Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
					Billing:	
					Address 2:	
					City:	County: State: Zip:
					Contact:	Ph #: Email:
					Elevator: No	Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	



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Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 401 S BROADWAY Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: FS1 - CAPTAINS OFFIC	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 1513 BERYL ST Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: PARKS DIV - OFFICE BLDG	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	



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Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 531 N GERTUDA AVE Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: PUBLIC WORKS FLEET - OFFICE	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 113 W TORRANCE BLVD Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: PIER PUBLIC WORKS	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	



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Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: CITY HALL - WENDYS DESK	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: COMMUNITY SVCS - BACK OFC	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: CITY HALL - PLANNING BACK HLWY	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 1922 ARTESIA BLVD Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: COMMUNITY SVCS - HOUSING	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90278	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section H	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
5455C003	IMAGECLASS X MF1333C	1	Included	Included	Shipping: 303 N PACIFIC COAST HWY Delivery Date:	
5693C001	PAPER FEEDER PF-K1	1	Included	Included	Address 2: MAIN LIBRARY - ADMIN	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: H 57042889	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: CITY HALL - CLERKS FRONT OFC	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 200 N PCH Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: PD ANNEX - CRIME LAB	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 200 N PCH Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: PD ANNEX - ANNEX UPSTAIRS N	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 200 N PCH Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: PD ANNEX - ANNEX UPSTAIRS S	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 401 DIAMOND ST Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: PD COMM - DISPATCH BACK	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 401 DIAMOND ST Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: PD MAIN - RECORDS PRNT RM JDIC	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 401 DIAMOND ST Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: PD MAIN - PD TRAINING/PAYROLL	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 401 DIAMOND ST Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: PD MAIN - REPORT WRITING	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: CITY HALL - WED	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: CITY HALL - IT	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 401 DIAMOND ST Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: PD - CITY PROSECUTORS DESK	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

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Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: CITY HALL - FINANCE HALLWAY	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: CITY HALL - FINANCE CASHIERING	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

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Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 531 N GERTRUDA Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: PUBLIC WORKS - FRONT OFFICE	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES State: CA Zip: 90277-2836
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:	Ph #: Email:
					IT Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
					Billing:	
					Address 2:	
					City:	County: State: Zip:
					Contact:	Ph #: Email:
					Elevator: No	Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: CITY HALL - CITY MANAGER	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH	County: LOS ANGELES State: CA Zip: 90277-2836
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:	Ph #: Email:
					IT Contact: Mike Cook	Ph #: 310-697-3221 E>Email: mike.cook@redondo.org
					Billing:	
					Address 2:	
					City:	County: State: Zip:
					Contact:	Ph #: Email:
					Elevator: No	Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	



Customer: CITY OF REDONDO BEACH, CALIFORNIA

Agreement #: MA39699

Order Date: 01/09/24 Salesperson: Mark Leestma

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: CITY HALL - NEAR ENG CONF RM	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	

Maintenance Covered under Separate MPS Agreement		Maint Base Charge Section I	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4930C001	COLOR IMAGECLASS X MF1538C	1	Included	Included	Shipping: 415 DIAMOND ST Delivery Date:	
0942C001	PAPER FEEDER PF-D1	1	Included	Included	Address 2: PD MAIN - RECORDS PRINT RM	
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Included	Included	City: REDONDO BEACH County: LOS ANGELES State: CA Zip: 90277-2836	
2368V991	PRINTER CONNECTIVITY	1	Included	Included	Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact: Ph #: Email:	
					IT Contact: Mike Cook Ph #: 310-697-3221 E>Email: mike.cook@redondo.org	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Auto-Toner Fulfillment**	
					For CSA USE ONLY:	
					Config: I 57042891	



Managed Print Services Agreement

Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Customer: CITY OF REDONDO BEACH
MPS Control#: MPS0009211

Salesperson: Mark Leestma
Order Date: 1/9/24

Customer ("You")	Customer Account: 1669248	MPS Details	
Company: CITY OF REDONDO BEACH		Initial Term	Requested Start Date*: 01/31/2024
Address: 415 DIAMOND ST		60 months	*At least 10 business days after Order Date above and CSA's receipt of completed Exhibit(s) A, A-MICR and/or B, with printed configuration page(s) for each printer.
Address 2:		MPS Consultants:	Glen Hitchens
City: REDONDO BEACH	County:	State: CA	Zip: 90277-2836
Contact: Mike Cook			
Phone: (310)697-3221	Email: mike.cook@redondo.org		
IT Contact: Mike Cook			
Phone: (310)697-3221	Email: mike.cook@redondo.org		

The Printers covered by this MPS Schedule are listed on **Exhibit(s) A, A-MICR, and/or B.**

Coverage Plan	Toner Type	Estimated Quarterly Print Volume		Quarterly Base Charge		Cost Per Impression ("CPI")- Fleet Plan	
		B&W	Color	B&W	Color	B&W	Color
Per Unit	OEM	Per Unit	Per Unit	Per Unit	Per Unit	Per Unit	Per Unit

CSA utilizes only genuine OEM toner for Canon and HP devices. Third party compatible toner is utilized for non-Canon/HP devices when 3rd Party is indicated as the Toner Type above.

Your Estimated Population of Types and Quantities of Printers upon which pricing is Based. Fleet Plan pricing is above and individual Printer pricing is below.

Exhibit A (Premier Plan)

Qty	Make	Model	CPI B&W	CPI Color
17	Canon	imageCLASS X MF1538C - Gr	\$0.0126	\$0.089
26	Canon	IMAGECLASS X MF1333C - Gr	\$0.00212	\$0.1336

Exhibit B (Standard Plan)

Qty	Make	Model	CPI B&W	CPI Color
		N/A- Not included	\$	\$

Exhibit A-MICR (Premier Plan)

Qty	Make	Model	CPI B&W	CPI Color
		N/A- Not included	\$	\$

THIS MPS AGREEMENT IS ENTERED INTO PURSUANT TO, AND INCORPORATES CSA'S GENERAL TERMS AND MANAGED PRINT SERVICES TERMS (RIDER E), AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS (THE "AGREEMENT") WHICH ARE INCORPORATED HEREIN. BY YOUR SIGNATURE BELOW, YOU AGREE TO PAY THE CHARGES AS SPECIFIED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, AND SUBJECT TO ANY WRITTEN AMENDMENT SPECIFICALLY REFERENCING THIS MPS AGREEMENT AND MUTUALLY AGREED TO BY THE PARTIES. CUSTOMER REPRESENTS THAT EXECUTION OF THIS AGREEMENT HAS BEEN DULY AUTHORIZED. THE UNDERSIGNED SIGNER REPRESENTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS AGREEMENT ON CUSTOMER'S BEHALF. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Customer's Authorized Signature

SER-024 March 2022 CSA

Printed Name William C. Brand

Title Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Eleanor Manzano, City Clerk

Michael W. Webb, City Attorney



Administrative Report

H.13., File # 24-0088

Meeting Date: 1/23/2024

To: MAYOR AND CITY COUNCIL

From: ELIZABETH HAUSE, ASSISTANT TO THE CITY MANAGER

TITLE

APPROVE AN AGREEMENT WITH TIERRA WEST ADVISORS, INC. FOR CONSULTING SERVICES TO ASSIST WITH REVIEW OF THE CITY'S CANNABIS REGULATORY ORDINANCES AND DEVELOPMENT OF THE PERMIT SELECTION PROCESS FOR AN AMOUNT NOT TO EXCEED \$58,000 FOR THE TERM JANUARY 23, 2024 TO JANUARY 22, 2025

EXECUTIVE SUMMARY

On September 6, 2022, the City Council adopted cannabis regulatory Ordinances for both inland and coastal areas of Redondo Beach, allowing no more than two storefront commercial cannabis retailers to operate in the City. The inland Ordinance became effective 30 days after adoption, and the coastal ordinance became effective when it was certified by the California Coastal Commission on March 9, 2023.

At the December 19, 2023 meeting, the City Council directed staff to enter into a contract with Tierra West Advisors, Inc. (Tierra West) for review of the City's final cannabis regulatory ordinances and permit application guidelines, along with providing assistance with application processing. Tierra West is a consulting firm that provides a comprehensive suite of services to municipalities implementing cannabis-related programs. The attached Agreement addresses only the review of the regulatory ordinances and application guidelines at this time. The City must first finalize its permit fee schedule to determine the appropriate cost for application processing assistance. Once a fee schedule is approved by Council, an amendment to the Agreement will be drafted to include application processing services.

BACKGROUND

The analysis and identification of cannabis regulations most appropriate for Redondo Beach began in 2018 with the appointment of a Cannabis Steering Committee. Since that time, the City Council has provided direction, with review and recommendations from the Planning Commission, on regulatory measures for cannabis business within Redondo Beach. The City Council adopted the Cannabis Regulatory Ordinances on September 6, 2022, which allowed for no more than two storefront commercial cannabis retailers to operate in the City.

The City Council approved an agreement with HdL to review the City's draft cannabis regulatory ordinances and other cannabis-related procedural tasks, including assistance with the development of an application process for future cannabis permits. This effort included extensive research into processes other cities have established, and consideration of the regulations set forth by the City's

Ordinances. On May 16, September 5, and December 19, 2023, the City Council discussed the draft Guidelines and provided direction to staff on proposed revisions and requested further research be conducted.

At the December 19, 2023 meeting, portions of the regulatory ordinance and the permit application process were identified as needing further review. The City contract with HdL expired on June 20, 2023. Given the need for additional ordinance and application analysis, staff proposed entering into an agreement with Tierra West, a consulting firm that works exclusively with municipalities and has been employed by numerous other cities to develop cannabis regulations and processes. The firm comes highly recommended to City staff and, after outreach to other firms and companies, was determined to meet the City's needs most comprehensively in both ordinance/application review and application processing. City Council provided direction to engage Tierra West on their proposed scope of work to include the following:

Phase 1: Cannabis Ordinance and Application Process Review Services

- Objective 1: Review the City's Draft Cannabis Regulatory Ordinance
- Objective 2: Application Process Review
- Objective 3: Cost Recovery Fee Analysis
- Objective 4: Attendance, Support or Presentations at Meetings or Workshops
- Objective 5: Technical Assistance and Subject Matter Expertise
- Objective 6: Drafts and Final Work Products

Phase 2: Cannabis Application Processing Services

- Objective 1: Application Reviews and Merit-Based Scoring
- Objective 2: Applicant Interviews
- Objective 3: Preparation of Final Report
- Objective 4: Technical Assistance and Subject Matter Expertise

Given that the City's permit application fee schedule has yet to be finalized, the cost for Phase 2 can not yet be determined. These costs will be recuperated in full through permit application fees, and this scope of work will be recommended as an amendment to the Tierra West agreement at a later date once those fees have been approved. The proposed agreement addresses only Phase 1 of the scope outlined above at this time.

COORDINATION

Agreement preparation was coordinated with the City Attorney's Office and the Community Development Department.

FISCAL IMPACT

Funding for the \$58,000 of proposed consulting services is immediately available in the Community Development Department's annual operating budget for contracts and professional services. It is anticipated that a majority of the expenses will be recuperated through future cannabis permit processing fees.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Tierra West Advisors, Inc.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND TIERRA WEST ADVISORS, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Tierra West Advisors, Inc., a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

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

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

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

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

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

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

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents

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

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City

shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 23rd day of January, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

TIERRA WEST ADVISORS, INC.,
a California corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

A. Objective 1 - Cannabis Ordinance and Application Process Review Services: Consultant shall:

1. Review the City's draft cannabis regulatory ordinance.
2. Review the City's commercial cannabis regulatory ordinance to ensure it aligns with State laws and reflects industry best practices.
3. Work with City staff to identify local concerns and priorities, such as land use and sensitive use issues.
4. Ensure the ordinance includes appropriate regulatory processes and mitigations to protect the community's health, safety and welfare.
5. Confirm the ordinance specifies the number and types of businesses permitted, application and renewal procedures, location requirements, site security measures, inspections and enforcement protocols, operational procedures, and other specific requirements for each allowable type of cannabis business.

B. Objective 2 - Application Process Review: Consultant shall:

1. Review the draft application process to ensure consistency with the cannabis regulatory ordinance and industry best practices.
2. Advise the City on the most appropriate process for its needs, considering factors such as the number of available permits and the anticipated volume of applicants.
3. Provide all necessary application forms, including but not limited to, forms procedures, guidelines, indemnification forms, background information releases, and other required documents by the City.
4. Incorporate all information requested by the City into the cannabis business application form and procedures.

C. Objective 3 - Cost Recovery Fee Analysis: Consultant shall:

1. Conduct a fiscal analysis to determine appropriate application and permitting fees.
2. Ensure the analysis considers the costs of all City staff time, overhead, fringe benefits, consultants and any other services during the cannabis permitting and regulatory process, including initial application processing and annual permit renewals.
3. Provide staff who are experienced in developing cannabis regulatory fees and skilled in conducting a "fit gap" analysis of staff responsibilities and time allotment to this program, to establish appropriate fees that align with the City's oversight and enforcement requirements in the regulatory process.

- D. Objective 4 - Attendance, Support or Presentations at Meetings or Workshops: Consultant shall attend and provide presentations at up to five City Council meetings to assist in the discussion and development of the City's cannabis program.
- E. Objective 5 - Technical Assistance and Subject Matter Expertise: Consultant shall:
 - 1. Provide up to 20 hours of general consulting services as requested by the City.
 - 2. These services may include technical assistance, subject matter expertise, education, monitoring and providing updates to State laws and regulations, participation in conference calls, responding to staff inquiries via phone and email, reviewing staff reports to the City Council, assisting with responses to public inquiries, and addressing other issues as requested by the City.
- F. Drafts and Final Work Products: Consultant shall:
 - 1. Provide one initial draft for review and comments.
 - 2. Deliver one iterative draft to incorporate any changes requested by the City.
 - 3. Submit one final draft for presentation or publication.
 - 4. Additional Drafts: In the event the City requests additional drafts beyond the three provided, additional charges based on the Consultant's hourly rate in Exhibit "C" will apply.

II. **CITY'S DUTIES**

City will perform the following duties.

- A. Provide Consultant with requested data, documentation, and information in a timely manner as described in Section I of this Exhibit "A".
- B. Review and approve draft reports received from Consultant in a timely manner.

EXHIBIT “B”

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence on January 23, 2024 and expire January 22, 2025, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid for the services rendered as described in Exhibit "A" in accordance with the schedule set forth below.

Cannabis Ordinance and Application Process Review Services	
Objective 1 - Cannabis Ordinance and Application Process Review Services	\$10,000
Objective 2 - Application Process Review	\$9,000
Objective 3 - Cost Recovery Fee Analysis	\$12,000
Objective 4 - Attendance, Support or Presentations at Meetings or Workshops	\$7,750
Objective 5 - Technical Assistance and Subject Matter Expertise	\$10,000
Objective 6 - Drafts and Final Work Products	\$9,250
Total	\$58,000

Consultant's total compensation for all services rendered under this Agreement shall be capped at \$58,000. Notwithstanding the foregoing, the allocated amounts for each objective are estimated figures, and there may be reallocation among these objectives, provided that the Consultant's compensation shall not exceed \$58,000.

- II. **METHOD OF PAYMENT.** Consultant shall provide invoices indicating the dates of service, description of the services and tasks performed during the prior month, the charge for each service, and the total amount due to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
- III. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within forty-five (45) days of City's receipt of the invoice(s), provided, however, that services are completed to City's full satisfaction.
- IV. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Tierra West Advisors, Inc.
 2616 East 3rd Street
 Los Angeles, CA 90033
 Attention: John Yonai, Principal

City: City of Redondo Beach
City Manager's Office
415 Diamond St.
Redondo Beach, CA 90277
Attention: Elizabeth Hause, Assistant to the City Manager

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

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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



Administrative Report

H.14., File # 24-0087

Meeting Date: 1/23/2024

To: MAYOR AND CITY COUNCIL
From: Michael W. Webb, City Attorney

TITLE

APPROVE THE LEGAL SERVICES AGREEMENT WITH COVINGTON & BURLING, LLP FOR LEGAL SERVICES AND ADD THIS FIRM TO THE CITY ATTORNEY'S APPROVED LAW FIRM LIST

EXECUTIVE SUMMARY

ATTACHMENTS

- Administrative Report- (To be blue foldered)
- Legal Services Agreement - (To be blue foldered)



Administrative Report

H.15., File # 24-0073

Meeting Date: 1/23/2024

To: MAYOR AND CITY COUNCIL
From: MIKE WITZANSKY, CITY MANAGER

TITLE

RECEIVE AND FILE THE MONTHLY UPDATE TO THE TWELVE-MONTH STRATEGIC PLAN OBJECTIVES ADOPTED BY CITY COUNCIL ON MAY 30, 2023

EXECUTIVE SUMMARY

On April 25, 2023, the City Council held a strategic planning session to discuss and update the City's Strategic Plan. At the session, the City Council considered recent accomplishments, completed a strengths, weaknesses, opportunities, and threats (SWOT) analysis, re-affirmed the previously established three-year goals, and listed specific objectives for the upcoming planning period which was set for the next twelve-months. The objectives were adopted at the May 30, 2023 City Council meeting. The City's strategic planning process also includes periodic updates on the status of the approved objectives to allow for progress monitoring. This report and the attached matrix serve as the seventh update on the current Strategic Plan.

BACKGROUND

The City has been committed to a strategic planning process since 1998, a process that focuses staff resources on achievable policy goals and objectives set by the City Council. A contract with Leading Resources, Inc. for strategic planning consulting services was approved by Council in August of 2022 for the facilitation of two strategic planning sessions/periods. The first occurred shortly after contract approval and the most recent strategic planning session was held on April 25, 2023.

During the session, the City Council discussed the City's prior accomplishments (there were 65 objectives, projects, and initiatives that were recognized as having been completed during the planning period), re-affirmed the previously established three-year goals, and identified the objectives for the new plan.

The Council re-affirmed the previously established three-year goals (2022-2025) which are as follows (not in priority order):

- Modernize the City's Communication Systems
- Vitalize Core Commercial Areas of the City
- Increase Environmental Sustainability
- Invest in the City's Infrastructure
- Maintain a High Level of Public Safety
- Enhance the Delivery of City Services

The Council also listed and discussed twelve-month objectives that focus staff time and resources to help achieve the identified goals. On May 30, 2023, the City Council adopted the objectives after making minor additions.

The City Manager provides periodic updates to the adopted twelve-month objectives to enable the Mayor and Council to monitor the City's progress on the Strategic Plan. The attached matrix includes updates and notations provided by the department(s) responsible for each objective. This is the seventh update on the Plan.

COORDINATION

All Departments participated in the development of the Strategic Plan and assisted with the attached update.

FISCAL IMPACT

The cost for this activity is included in the City's annual operating budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- January 23, 2024 Strategic Plan Update

CITY OF REDONDO BEACH STRATEGIC PLAN
THREE YEAR GOALS
12 MONTH OBJECTIVES
 June 2023 – May 2024

CM= City Manager ATCM=Assistant to City Manager CD=Community Development CS=Community Services FD=Fire Department FS=Financial Services HR=Human Resources IT=Information Technology LIB=Library
 PD=Police Department PW=Public Works WED=Waterfront and Economic Development CA=City Attorney CC=City Clerk CT=City Treasurer

GOAL 1: <i>Modernize the City's Communication Systems</i>						
WHEN	WHO	OBJECTIVES	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By August 22, 2023	ATCM, CM	City Branding: Present City logo redesign options to City Council for consideration of approval.			X	The Consultant and Logo Redesign Citizen Committee, with community input, have developed a new City logo. The proposed logo was presented to CC for consideration on 10/17/23. Consultant now conducting educational outreach at District meetings per Council direction. Logo will return to CC for consideration and color selection in February 2024.
2. By September 19, 2023	IT & ATCM	City Website: Complete website development and publicly launch the new site.	X			Website is now live. Currently working with search engine providers to optimize search results.
3. By July 18, 2023	ATCM & CM working with various departments	City Communications Plan: Complete the updated City Communications Plan, including a new section regarding the production of videos that highlight City services, and present it to City Council for discussion.	X			This item was presented and approved at the 09/05/23 Council meeting.
4. By November 7, 2023	CM, CA & CC	City Charter Review: Provide recommendations to City Council regarding proposed Charter updates.	X			The Review Committee's most recent recommendations were presented to CC on November 7. Council directed follow up actions will be returned over the course of meetings in April/May 2024.
5. By July 18, 2023	CC, CA & CM	Improved Response to PRA Requests: Provide a report to City Council on staff efforts to systematize the process for responding to PRA requests.			X	To be presented to City Council in May 2024.
6. By August 15, 2023	CC & CM	Council Meeting Agenda Item Noticing: Develop a calendar, available to the public, that foreshadows Council Meeting agenda items of significant public interest.			X	Responses to RFP for procurement of new agenda

						management system will determine best method of extracting reliable agenda information to share with Council and the public.
7. By December 19, 2023	CC & IT	Agenda Management System: Begin drafting a Request for Proposals for the procurement of a new agenda management system. Prepare an item for City Council discussion regarding the expectations for a new agenda management system.	X			Discussion item was presented to council. RFP has been released with a targeted Spring implementation date.

GOAL 2: Vitalize Core Commercial Areas of the City

WHEN	WHO	OBJECTIVES	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By July 18, 2023	WED & CD	FAR Adjustment and AACAP Implementation Study: Introduce an Ordinance and General Plan Amendment and consider the environmental impacts associated with proposed amendments to the General Plan and Municipal Code to identify preferred uses and increase the allowable FAR for properties with frontage along the AACAP corridors.	X			Introduced to City Council on 07/11/23. Second reading and adoption occurred on 07/18/23.
2. By November 21, 2023	WED & CD	AACAP Rooftop Open Deck Restaurant Dining: Report on the feasibility of rooftop open deck dining along the AACAP corridors.			X	WED leading the effort and is working with CD to identify existing development standards and building code regulations that could potentially preclude rooftop dining. Staff plans to present those findings to City Council on 02/6/24. The presentation will also include text amendment options that if implemented could encourage rooftop dining, as well as any associated CEQA analysis needed to implement the text amendments.
3. By March 19, 2024	CD	Expanded FAR Adjustment: Prepare Environmental Impact Report addressing the impacts of expanding the Artesia/Aviation Corridor FAR from 0.6 to 1.5 in conjunction with the General Plan Update and Zoning Revisions and present the findings to the City Council.			X	Draft EIR with potential impacts and mitigation associated with Expanded FAR Adjustment scheduled for May/June 2024. FEIR with confirmed impacts/mitigation and public hearings before CC scheduled for September/October 2024.
4. By August 29, 2023	WED & CD	Artesia/Aviation Parking Regulation Updates: Introduce an Ordinance and consider the environmental impacts associated with an amendment to the municipal code to update the Artesia/Aviation Corridor parking regulations.	X			Planning Commission recommended approval on 07/20/23. Introduced to City Council on 08/15/23. Second reading and adoption occurred on 09/05/23.
5. By February 20, 2024	IT & PW	Public Broadband Improvements: Prepare an item for City Council discussion regarding options to provide residents, government, and businesses increased broadband connectivity.		X		IT Team is currently meeting with interested third parties including Boingo, Kajeet, Spectrum, Frontier, Sonic, RACE, SBCOG and Crown Castle to analyze current service offerings. The GIS Team is currently analyzing data provided by the State of California.

6. By May 1, 2024	WED & IT	Broadband & Wi-Fi Access in the Harbor: Expand public and business Wi-Fi connectivity in the Harbor.		X		In negotiations with potential vendor to provide WiFi to the pier and International Boardwalk areas. Item will be brought to council in Feb/March 2024.
7. On May 16, 2023	CD & CM	Cannabis Permit Selection Process: Present recommendations to the City Council for the implementation of a permit/license application and selection process for Cannabis businesses.			X	Initial draft procedures were presented to City Council on 05/16/23. Council provided direction to amend. The item was presented to Council on 09/05/23 and on 12/19/23. Additional research was requested, and staff was advised to move forward with a consultant agreement with Tierra West (on 01/23/24 agenda). Staff is completing additional research at Council's request, and the item is expected to return to CC for review in February 2024.
8. By September 19, 2023	WED	Business/Parking Improvement Districts: Provide a report to the City Council on the results of the canvassing/surveying of businesses along Artesia Blvd. regarding the creation of a local Business and/or Parking Improvement District. Prepare a consulting services contract to evaluate the potential benefits of a BID on International Boardwalk.	X			Staff provided a report on the results of the Artesia survey and City Council approved a contract with Civitas to explore a BID on International Boardwalk on 09/19/23.
9. By October 31, 2023	ATCM & PW	EV Charger Expansion: Seek additional federal grant funding for additional EV chargers in appropriate public areas, parks, and/or commercial corridors.			X	Staff has received word that two major grant applications have been denied. The CFI Grant is still under review at the Federal level. Locally, staff is working with SCE to determine which sites will be appropriate for their Rule 29 Program and Fleet Charge Ready Program which allows SCE to fund infrastructure improvements on the utility side of the meter.
10. By October 10, 2023	CS, WED & PW	Public Art on Artesia: Provide a report to City Council on public art procurement efforts on Artesia Blvd.	X			Presented to City Council 01/09/24. Received Council direction on a process to procure art on Artesia
11. By May 14, 2024	WED & ATCM	Artesia Branding: Develop branding options/strategies for Artesia Blvd.		X		
12. By February 1, 2024	CD	General Plan Update: Complete the draft General Plan and zoning update and associated environmental review.			X	Anticipated revised date to complete draft General Plan and zoning update and associated environmental review is September/October 2024. The consultant continues to work on the DEIR. The Sixth Amendment

						to the Placeworks contract for term extension and additional scope resulting from Article XXVII traffic study requirements is expected in January 2024.
13. By March 5, 2024	CD & WED	Artesia/Aviation Property Lot Merger Incentive Program: Provide a report on potential incentives, including the idea of establishing a development opportunity reserve for developers or tying entitlements to specific requirements if they meet specific City goals along Artesia and Aviation Blvd.		X		WED leading the effort.
14. By October 1, 2023	WED & CM	Harbor, Pier Leasing Strategy: Formulate a leasing strategy for critical opportunity sites in the harbor and pier area.			X	Kosmont Consultants continue to informally engage leasing brokers to help identify key strategic considerations and current market interests. Additional study of the Pier parking structure has been identified as a prerequisite to strategy formulation. Walker Consultants is preparing a report regarding the integrity of the garage and what improvements would be required to construct new buildings atop the structure. Walker anticipates completion of the study by the end of March 2024. Findings from the study will be included in a future RFP to solicit brokers/developers.
15. By January 1, 2024	CD & PW	Riviera Village Outdoor Dining Parklets: Work with Coastal Commission staff to develop a plan to retain the parklets on a long-term basis and provide a report to the City Council on the plan's feasibility.	X			The item was discussed by Council on 09/05/23. On 10/17/23 Coastal Commission staff emailed a link to AB 1217 (approved 10/08/23) extending outdoor dining allowance in the coastal zone to 07/01/26. Amendment # 12 executed extending Outdoor Dining Parklets to 07/01/26. City also received grant funds to design sidewalk changes to prepare for a long-term solution

GOAL 3: Increase Environmental Sustainability

WHEN	WHO	OBJECTIVES	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By December 19, 2023	PW, CA & PD	Plastic Waste: Present a report to the City Council on whether the City can prohibit the use of multi-use plastic bags.	X		-	The item is being reviewed by the City Attorney's Office and is scheduled for a City Council Mtg in January 2024. Presented to CC 1/16/24.
2. By September 25, 2023	PW & CD	Native Planting and Pollinator Requirements: Prepare a discussion item for the Public Works and Sustainability Commission (PW&SC) to consider requiring the inclusion of pollinator fountains and native plantings in new developments.	X			The item was presented to the PW&S Commission on 09/25/23, which was attended by Mike Garcia, local landscaping contractor with expertise on native and pollinator plants. The Commission continued the discussion to their 10/23/23 meeting to allow additional presenters an opportunity to provide their perspectives. The item was presented to the PW&S Commission on 10/23/23, which was attended by Jim Light, South Bay Parkland Conservancy (SPBC) and Tracy Drake, Naturalist and certified native plant expert on native and pollinator plants. The Commission appointed a 3-person sub-committee to consider options and collaborate with presenting experts to then return to the PW&S Commission with recommendations. PW&S sub-committee is scheduled to give their recommendations at the January 2024 PW&S meeting.
3. By January 1, 2024	PW	Bike Path Enhancements: Work with SCE and other regional agencies to enhance amenities along the bike path.			X	City staff received comments from SCE. The City's design consultant is responding to those comments and will resubmit in January.
4. September 5, 2023	CS & PW	Public Transit EVs: Provide a report to the City Council on the results of the transit operation analysis regarding conversion of the BCT fleet to EV / hydrogen vehicles.	X			Presented to CC on 10/03/23. The Council approved battery-powered electric buses as the conversion target for future transit

					fleet vehicles.
5. By August 29, 2023	CS	Wilderness Park: Draft an amendment to the MOU with South Bay Parkland Conservancy to collaborate on solutions for the repair and enhancement of the lower pond at Wilderness Park.	X		Approved by CC at 09/19/23 meeting.
6. By May 14, 2024	PW	Alternative Energy: Provide a report to the City Council on the feasibility/potential for tidal energy generation and/or solar energy generation on City controlled infrastructure.		X	

GOAL 4: Invest in the City's Infrastructure

WHEN	WHO	OBJECTIVES	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By February 20, 2024	PW	Renovations and/or Replacement of City Buildings: Provide a report to the City Council on options and costs for the renovation or replacement of Civic Center facilities.			X	Staff working to bring on a consultant to look at options. Council Approved \$250k in the CIP to conduct a Rehabilitation Assessment. PW Engineering & Operations will be meeting with Architect to develop scope and cost of study and report. Anticipated completion of March 2024.
2. By December 19, 2023	CM, PW & FS	Identify Potential Capital Resources: Provide a report to the City Council on the use (and cost) of infrastructure bonds and other financing options for the renovation or replacement of civic buildings.			X	Staff has met with two municipal financing firms to help identify financing options and current market rates/costs. A report will be provided to City Council as part of the Mid-Year Budget review.
3. By April 2, 2024	WED, CS & PW	Seaside Lagoon: Present two design concepts for the rehabilitation of Seaside Lagoon (renovation and reconstruction) to the City Council for discussion and direction.			X	Staff will be presenting design options to the Rec and Park Commission in March 2024, the Harbor Commission in April 2024, and City Council in May 2024
4. By July 18, 2023	CS & ATCM	Veterans Park Library Concessionaire: Present to the City Council for consideration of approval proposals from concessionaires for the use of the Veteran's Park Library Building.			X	Presented to CC on 10/17/23. Staff directed to enter into negotiations with the two interested concessionaires to determine the best course of action moving forward. The two proposals will be brought for Council consideration in February 2024.
5. By October 24, 2023	WED	Boat Launch Pre-Design Work: Recommend a consultant to complete pre-design work for the installation of a new public boat launch.			X	The RFP was approved by City Council on 10/03/23. Responses are due to the City in early January. Staff expects to review applications in late January, interview finalists in early February, and bring a recommended firm before City Council by 03/05/24.
6. By September 19, 2023	WED & PW	Climate Resiliency Plan: Pursue grant funding and procure an engineering firm to prepare a climate resiliency plan.			X	Submitted a grant application to the Coastal Commission on 08/31/23.

7. By July 25, 2023	WED	Waterfront Education Center: Present design options for City Council consideration, including prospective operating partners.	X			Presented the conceptual design to City Council on 07/18/23.
8. By August 29, 2023	WED & PW	Breakwater Repair: Prepare a report for City Council consideration identifying the breakwater's condition and recommended follow-up action items, including any planned repairs by the Army Corps of Engineers and necessary support from state and federal agencies.	X			PW staff and Army Corp personnel presented the assessment to City Council on 12/05/23 and the Harbor Commission on 12/11/23.
9. By September 26, 2023	PW	Train Bridge Rehabilitation in North Redondo: Apply for a permit to repaint the rail bridge located on Artesia Blvd. east of Condon Ave.			X	PW Staff has been working with Metro R/W. Received positive feedback. Metro is drafting an agreement to allow the City to paint bridge. Metro is still investigating the potential for Public Art consideration. On 09/07/23 Metro submitted the draft agreement to BNSF and is currently awaiting comments from BNSF. Once finalized with BNSF, Metro will send the agreement to the City for review. As of 10/12/23 Metro is still awaiting feedback from BNSF. Received email from Metro on 01/09/24 that BNSF had no additional comments. Metro staff drafted license agreement, which is under review by section director.
10. By August 29, 2023	CS & PW	Parks Assessment: Prepare an item for City Council discussion regarding the scope of work and initiation of a citywide park system study that reviews the City's current park amenities and provides options for alternative and/or supplemental uses that would optimize park utilization and increase maintenance efficiency.			X	Shifting lead department and assessment scope to Community Services with PW providing as needed support. CS is researching this item and reaching out to consultants to assist. Projected completion of this objective is now estimated in April 2024.
11. By December 19, 2023	CS & PW	Aviation Park: Working with potential regional partners, identify options for the City Council to consider installing additional recreational amenities at Aviation Park or other sites, including pickleball and a new aquatics facility.			X	Staff is working with a consultant on the feasibility of Pickleball at Aviation Park. Anticipate item being ready for Council consideration in early 2024.

GOAL 5: Maintain a High Level of Public Safety

WHEN	WHO	OBJECTIVES	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By July 25, 2023	PW & PD	Speed Limit Adjustments: Provide a report to the City Council on the results of citywide speed limit surveys and the recommendations for any speed limit adjustments.	X			Presented report to Council on 05/30/23.
2. By November 21, 2023	FD & ATCM working with the RBFA	County Fire Study: Review the proposals provided by Los Angeles County regarding the cost/provision of LA County Fire District Services and the analysis provided by the selected third-party consultant regarding the City and County Fire/EMS operating models.			X	A rough draft of the Citygate cost analysis evaluating the County Fire model was submitted for staff review on 12/22/23. A final draft of the cost analysis will be completed by March 1. This is only one aspect of Citygate's scope of work. In January 2024, Citygate will bring forward an additional body of work that will include risk analysis, response times, and other data as part of a DRAFT master plan.
3. By October 3, 2023	CA & PW	Response to Homelessness: Prepare a report for City Council discussion regarding the feasibility of expanding the City's pallet shelter program.	X			Presented to Council on 11/07/23.
4. By October 3, 2023	FD	Disaster Fund Recovery: Review internal protocols for FEMA compliance and cost recovery.	X			Cost recovery protocols are in place and mirror State OES requirements.
5. By February 6, 2024	FD & ATCM	4th Fire Station Study: Provide a report to City Council on the feasibility of, potential costs, and benefits of a 4 th fire station in north Redondo Beach.		X		BRR#32 provided an overview of this goal. Citygate will provide an analysis of this item following completion of the County Fire study.
6. By April 2, 2024	WED	City Harbor Department: Provide a report to the City Council on the different harbor/marine management operating models i.e. the Avalon and Ventura Harbors.		X		
7. By August 29, 2023	PD, PW & WED	Pier Skate Park Safety: Provide a report to City Council on safety and operating concerns at the Pier Skate Park and options for enhancing safety regulations.	X			The item was presented to Council at the 09/12/23 Council meeting.
8. By November 7, 2023	CA, FD & PD	Mental Health Response: Provide a report to City Council on possible options (including potential South Bay partners) to provide a more unified response to mental health issues in the community.			X	The LACDMH Alternative Crisis Response: City Summit on 07/20/23 was attended by RB City personnel including PD, Fire, CA, and Councilmember Kaluderovich. DC Issac Yang is meeting regularly on the "Alternative Crisis Response" (ACR) with Council Office. Given that a comprehensive mental health

						response requires significant funding, report will be provided to Council in May 2024, closer to when the FY 2024-25 Budget will be developed.
9. By June 13, 2023	PD	Traffic Law Enforcement and Safety on Residential Streets: Prepare a BRR to discuss cost/options to enhance traffic enforcement and safety on residential streets.	X			Complete and provided to Council with budget adoption.
10. By June 13, 2023	HR	Risk Management: Prepare a BRR and explore prospective costs/benefits (including claims history) of restoring the risk management position in the HR Dept.	X			Complete and provided to Council with budget adoption.
11. By February 20, 2024	PD	Police Master Fee Schedule: Provide a report to the City Council recommending an updated Master Fee Schedule for the Police Department.		X		

GOAL 6: Enhance the Delivery of City Services

WHEN	WHO	OBJECTIVES	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By August 1, 2023	CD	Residential Design Standards: Complete preparation of the recommended residential design standards and present them to City Council for consideration of approval.	X			The item was discussed at the 07/16/23 City Council meeting. A Public Hearing was held on 08/15/23 regarding the adoption of Objective Residential Standards and the associated implementing Ordinance. Second reading and adoption was continued to the 09/19/23 Council meeting. Adoption by the City Council occurred on 09/19/23. Additionally, a number of design standards that were not included in the August/September adoption were identified for follow up study.
2. By September 5, 2023	CD	Inclusionary Housing Ordinance: Present the inclusionary housing ordinance to City Council for consideration of approval.			X	Draft ordinances were presented to City Council on 05/09/23. Council provided direction to amend the ordinances and to conduct additional study. The Consulting services agreement for preparation of the ordinance was amended on 12/12/23 to include additional scope. The ordinance will return to City Council for consideration in 2024.
3. By July 18, 2023	ATCM, CA & CC	Code of Conduct: Update the Code of Conduct Policy for City Council and Commissioners per Council direction and present the revised policy to City Council for consideration of approval.			X	Item awaiting CA Office review. Will return to CC for review in early 2024.
4. By May 7, 2024	CS	Redondo Beach Performing Arts Center: Provide a report to City Council on options to maximize the utility and revenue generating capacity of the PAC.		X		
5. By August 22, 2023	CS	After Schools Program Expansion: Provide a report to City Council on possible policy changes/options to provide continuity of service to existing program participants and to ensure the inclusion of siblings (if interested) of existing participants in future program enrollment.	X			Presented to CC on 08/15/23.
6. By July 18, 2023	CS	Senior Lunch Program: Provide a report to the City Council on the feasibility of reinstating the senior lunch program.			X	Staff is discussing contract proposals with prospective vendors and will develop an agreement to bring back for City Council consideration in early 2024.

7. By March 19, 2024	CS	Memorial Bench/Plaque Program: Explore options to expand the City's memorial bench/plaque program including alternative commemorative opportunities (including plaques and artwork) along the Esplanade.		X		
8. By December 19, 2023	CS & PW	City Gateway Signage: Collaborate with the Public Art Commission to develop concepts for large horizontal signage at key city points of interest and present a report to the City Council on possible locations and concept options.			X	Staff is working with Public Works and seeking potential consultants to assist. Anticipate item being ready for Council consideration in 2024.
9. By May 14, 2024	ATCM	Olympics/World Cup Planning: Collaborate with L.A. 2028 Committee to explore event and hosting options for both events.		X		
10. By May 14, 2024	CD & PW	Green Line Advocacy: Continue to advocate for the City's position regarding the Green Line extension on Hawthorne Blvd.		X		City Council Approved a Letter in support of the Hawthorne Option on 10/03/23. A follow-up letter will be brought back to Council for consideration in January or February.
11. By January 30, 2024	WED & CD	Harbor Commission Purview: Prepare an item for City Council discussion regarding the possible expansion of the Harbor Commission's role and area of responsibility for planning matters.			X	Staff is preparing to appear before the Harbor Commission on 02/12/24 and City Council in March 2024.



Administrative Report

J.1., File # 24-0065

Meeting Date: 1/23/2024

TITLE

For eComments and Emails Received from the Public



Administrative Report

N.1., File # 24-0082

Meeting Date: 1/23/2024

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

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING A CHARTER AMENDMENT RELATED TO AN INSTANT RUNOFF VOTING SYSTEM AND AUTHORIZING THE CITY ATTORNEY TO PREPARE AN ORDINANCE AMENDING THE CITY'S MUNICIPAL CODE TO IMPLEMENT A VOTING METHOD IN MARCH 2025

EXECUTIVE SUMMARY

The City of Redondo Beach held its General Municipal Election on March 7, 2023, conducted by an all-mail ballot. The electorate successfully voted (by 76.67%) for Measure CA5, adopted by Resolution No. CC-2303-033, amending the City Charter Section 18.4 (Majority vote: Instant runoff election), which replaces runoff elections for the elected offices of the City with an instant runoff voting system.

Staff is seeking Council's direction to implement Ranked Choice Voting (RCV), as it is the only instant runoff voting method that has election tabulation equipment certified by the California Secretary of State. If directed to do so, the City Attorney's Office, in coordination with the City Clerk's Office, will then prepare an ordinance detailing the RCV system process and present the item to Council in April 2024. Staff recommends that an ordinance be completed by September 1, 2024 to allow ample time to negotiate vendor contracts. Sample ordinances from the California cities of Albany, Berkeley, and Eureka are attached as examples of how other jurisdictions have implemented RCV.

The City Clerk's Office will also prepare a voter education and outreach plan to present at a future City Council meeting. A sample Voter Outreach Plan from City and County of San Francisco is attached for Council reference.

BACKGROUND

At the Regular Meeting of November 9, 2021, City Council was presented with a demonstration of the RCV method. Before determining to move forward with RCV, Council directed staff to return with a demonstration and explanation of the STAR (Score-Then-Automatic-Runoff) voting method at the City Council meeting of January 11, 2022. At that meeting, Council was advised that the STAR voting method had not been used by any city in the state of California.

At the Regular Meeting of November 8, 2022, Council directed staff to return with a Charter amendment to allow for instant runoff voting and therefore, replace the current runoff system (separate elections), whereby submitting a Charter amendment to the voters to enact instant runoff

voting.

As a result of the General Municipal Election on March 7, 2023, a majority of the voters voted in favor of Measure CA5, amending the City Charter Section 18.4 (Majority vote: Instant runoff election). With the favorable result, an ordinance amending the City's Municipal Code will need to be prepared to implement an instant runoff voting method.

COORDINATION

This report was prepared in coordination with the City Attorney's Office.

FISCAL IMPACT

There is no fiscal impact associated with this item.

SUBMITTED BY:

Eleanor Manzano, City Clerk

ATTACHMENTS

- City Charter Section 18.4- Majority Vote: Instant Runoff Election
- Sample RCV Ordinance - Albany, CA
- Sample RCV Ordinance - Berkeley, CA
- Sample RCV Ordinance - Eureka, CA
- Sample RCV Voter Outreach Plan: City and County of San Francisco, CA

§ 18.4. Majority vote: Instant runoff election.

- A. The City Council must by ordinance provide for an instant runoff voting system in the elections of each city elective office listed in Article VI, Article VIII, and Article X. A majority (more than half), of the votes cast for all candidates, or a majority of the operative votes on continuing ballots in subsequent rounds, is required for the election of a candidate to each such office as determined by an instant runoff voting system process detailed in the ordinance the council must enact.
- B. Notwithstanding the foregoing, members of the Board of Education shall continue to be elected by a plurality of votes cast.¹

1. 18.4—as added by election 11-4-80; as amended by election 11-6-84, 3-7-95 and 3-7-23.

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EXHIBIT "A"

ORDINANCE NO. 2020-07

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF ALBANY,
CALIFORNIA, ADDING CHAPTER 7 TO THE ALBANY MUNICIPAL CODE
TO ESTABLISH RANKED CHOICE VOTING AS THE MEANS OF ELECTING
MEMBERS OF THE CITY COUNCIL AND BOARD OF EDUCATION**

**NOW THEREFORE, THE PEOPLE OF THE CITY OF ALBANY DO ORDAIN
AS FOLLOWS:**

SECTION 1:

Subject to the approval of a majority of the voters of the City of Albany at the scheduled election so designated by the City Council in a separate resolution placing this proposal on the ballot for such election, Chapter 7 is hereby added to the Albany Municipal Code as provided for in Attachment "1," and is incorporated by this reference as if fully set forth herein. with the codified portion of the ordinance starting with Article IV.

SECTION 2:

If any portion of this Ordinance is declared invalid by a court of law or other legal body with applicable authority, the invalidity shall not affect or prohibit the force and effect of any other provision or application of the Ordinance that is not deemed invalid. The voters of the City hereby declare that they would have voted for the adoption of this Ordinance, and each portion thereof, regardless of the fact that any portion of the Ordinance may be subsequently deemed invalid.

SECTION 3:

To the fullest extent allowed by law, the provisions of this Ordinance shall prevail over, and supersede, all other provisions of the Municipal Code and any ordinances, resolutions or administrative policies of the City of Albany which are in conflict with any provision of this Ordinance.

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SECTION 4:

This Ordinance shall not be amended or repealed, unless (1) a majority of voters vote to do so at a general municipal election, provided that the ballot measure was placed on the ballot by way of (a) initiative petition, or (b) the affirmative vote of at least four (4) members of the five-member City Council, irrespective of any absences, recusals, or vacancies at the time of such vote; or (2) the City Council votes to do so by the affirmative vote of at least four (4) members of the five-member City Council, irrespective of any absences, recusals, or vacancies at the time of such vote.

SECTION 5:

This Ordinance shall take effect only if approved by a majority of the eligible voters of the City of Albany voting at a General Municipal election to be held on November 3, 2020, and shall take effect ten (10) days after the City Council has certified the results of the General Municipal election by resolution.

SECTION 6:

The Mayor is hereby authorized to attest to the adoption of this Ordinance by the People voting thereon on November 3, 2020, by signing where indicated below.

I hereby certify that the foregoing Ordinance was passed, approved and adopted by the People of the City of Albany on the 3rd day of November, 2020.

Dated: _____

Nick Pilch, Mayor

ATTEST:

APPROVED AS TO FORM:

Anne Hsu, City Clerk

Mala Subramanian, City Attorney

1 **ATTACHMENT 1**

2 **RECITALS**

3 **WHEREAS**, Voter Choice Albany drafted a measure entitled the Ranked Choice
4 Voting Initiative (the “RCV Initiative”), which adds a new chapter to the Albany Municipal
5 Code.

6 **WHEREAS**, the Notice of Intent to circulate a Petition supporting the RCV Initiative
7 was filed on Jan. 22, 2020.

8 **WHEREAS**, on Mar. 16, 2020, Voter Choice Albany was forced to halt its efforts to
9 circulate the Petition, due to the Shelter-in-Place Order that was issued on that date by Alameda
10 County.

11 **WHEREAS**, but for the outbreak of the COVID-19 pandemic, the RCV Initiative
12 could have garnered the voter support necessary to qualify for the Nov. 3, 2020 General
13 Municipal Election.

14 **NOW, THEREFORE**, to ensure that the voters may vote on the RCV Initiative, the
15 City Council resolves to place the RCV Initiative on the ballot for the Nov. 3, 2020 General
16 Municipal Election, pursuant to Section 5.01 of the City Charter and Section 306 of the
17 Elections Code, in the following form:

18 **THE RANKED CHOICE VOTING INITIATIVE**

19 The people of the City of Albany do ordain as follows:

20 **ARTICLE I TITLE**

21 This Initiative shall be known and referred to as “The Ranked Choice Voting
22 Initiative”.

23 **ARTICLE II FINDINGS AND PURPOSE**

24 After three years of study, Albany’s Charter Review Committee found Ranked Choice
25 Voting at large to be the best method for electing Albany’s City Council and Board of
26 Education, and unanimously recommended that Albany transition to this method. Currently,
27 members of both bodies are elected by plurality at large (“first past the post”) regime. A
28 significant body of academic research has found that the plurality at large regime acts as a

1 substantial barrier to representation for all groups other than the majority – or can, in certain
2 cases, result in an outcome where a powerful minority wrests control of every single seat. As
3 such, the plurality at large regime produces election results that do not accurately reflect the
4 votes and preferences of Albany electors. Besides being unfair, such an election regime
5 reduces voter turnout and weakens the effectiveness of our democracy.

6 In 2018 the Charter Review Committee presented its recommendation to the City
7 Council and the Board of Education. On this basis, the Board of Education unanimously
8 requested that the City Council place a Charter amendment on the ballot to transition to Ranked
9 Choice Voting at large for electing the Board. Two Councilmembers supported placing this
10 question in front of the voters, while three Councilmembers denied both the Charter Review
11 Committee’s recommendation and the Board of Education’s request.

12 This Initiative adds a chapter to the Albany Municipal Code for the purpose of
13 instituting Ranked Choice Voting at large for electing members of the City Council – which,
14 pursuant to Paragraph (a) of Section 6.01 of the City Charter, will have the effect of instituting
15 Ranked Choice Voting at large for electing members of the Board of Education. Ranked
16 Choice Voting will make Albany’s elections more representative of the votes and preferences
17 of its voters. This will improve Albany’s democracy by providing representation for a broader
18 range of perspectives on its governing bodies, as well as reducing the chance that a powerful
19 minority can capture control of our government. This change will also increase voter turnout.
20 Continued inaction represents a risk to not just the quality of governance of Albany, but to
21 members of our community whose voices are not being heard under the current regime.

22 **ARTICLE III SEVERABILITY.**

23 Each provision of this Initiative is severable. If any provision is held to be invalid, that
24 invalidity shall not affect any other provision that can be given effect without the invalid
25 provision. This Initiative shall become effective upon passage.

26 **ARTICLE IV ADDITION OF CHAPTER 7 TO THE MUNICIPAL CODE.**

27 Chapter 7 (Ranked Choice Voting Elections) is hereby added to the Albany Municipal
28 Code, as follows:

1 §7.1 GENERAL PROVISIONS AND DEFINITIONS

2 §7-1.1 Enacted pursuant to Section 5.01 of the Albany City Charter (the “City
3 Charter”), this Chapter provides the manner by which members (“Members”) of the Albany
4 City Council shall be elected. Specifically, Ranked Choice Voting shall be used for electing
5 Members, at large, during each general municipal election, beginning with the November 8,
6 2022 general municipal election. Ranked Choice Voting shall also be used for electing
7 Members, at large, during any special election called after November 8, 2022.

8 §7-1.2 This Chapter establishes procedures to be used in Ranked Choice
9 Voting elections, and shall be liberally construed to give effect to its purposes. This Chapter
10 may not be amended or repealed, unless (1) a majority of voters vote to do so at a general
11 municipal election, provided that the ballot measure was placed on the ballot by way of (a)
12 initiative petition, or (b) the affirmative vote of at least four (4) members of the five-member
13 City Council, irrespective of any absences, recusals, or vacancies at the time of such vote; or
14 (2) the City Council votes to do so by the affirmative vote of at least four (4) members of the
15 five-member City Council, irrespective of any absences, recusals, or vacancies at the time of
16 such vote.

17 §7-1.3 Ranked Choice Voting is a method that allows voters to rank candidates
18 for elected office in order of preference. Elections conducted by Ranked Choice Voting shall
19 be used for single-seat and multi-seat elections. Elections conducted by Ranked Choice Voting
20 are tabulated in rounds, as specified in this Chapter.

21 §7-1.4 For purposes of this Chapter, the following terms have the following
22 meanings:

- 23 a. “City Clerk” means the City Clerk of the City of Albany, or his or her
24 designee.
- 25 b. “Continuing candidate” means a candidate who has not yet been
26 designated as elected or defeated.
- 27 c. “Election threshold” means the number of votes sufficient for a
28 candidate to be elected in a multi-seat contest. The election threshold

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equals the total votes counted for candidates in the first round of tabulation, divided by the sum of one plus the number of seats to be filled, then adding one, disregarding any fractions. Expressed as a formula, the election threshold = $[(\text{Total votes cast})/(\text{Seats to be elected}+1)] + 1$, with any fraction disregarded.

- d. “Exhausted ballot” means a ballot with a ranking marked for at least one candidate but that does not contain a ranking for any continuing candidate, making the ballot unable to be transferred to another continuing candidate.
- e. “Exhausted by overvote” means an instance in which a voter has ranked more than one candidate at the same ranking.
- f. “Highest ranked continuing candidate” means the continuing candidate on a voter’s ballot with the lowest numerical ranking.
- g. “Multi-seat election” means an election in which two or more candidates can be designated as elected in a single contest to fill multiple seats in the same publicly elected office. This may also be referred to as a multi-winner election.
- h. “Ranking” means the number assigned to a candidate by a voter that establishes the order in which that voter’s ballot is transferred at the transfer value to that candidate during tabulation.
- i. “Seat” means an elected position occupied by one person, one or more of which form a publicly elected office.
- j. “Single-seat election” means an election in which only one continuing candidate can be designated as elected in the contest. This may also be referred to as a single-winner election.
- k. “Skipped ranking” means a voter has left a ranking order unassigned but ranks a candidate at a subsequent ranking order.

- 1 l. “Special election” means any election that may be called to fill
2 vacancies or unexpired terms pursuant to the City Charter.
- 3 m. “Surplus fraction” means a number equal to the quotient of the
4 difference between an elected candidate’s vote total and the election
5 threshold, divided by the candidate’s vote total (or, expressed as a
6 formula, $(V-T)/V$, in which “V” is the elected candidate’s vote total
7 and “T” is the election threshold), rounded down to four decimal
8 places.
- 9 n. “Transfer value” means the proportion of a vote that a ballot will
10 contribute to its highest ranked continuing candidate. If a ballot
11 contributes to the election of a candidate, it receives a new transfer
12 value pursuant to Subparagraph (3) of Paragraph (a) of Section §7-3.6.

13 §7-1.5 Ballots with Skipped Rankings and Overvotes

- 14 a. If a ballot contains a skipped ranking, the ballot shall be transferred to
15 the highest ranked continuing candidate. *Just as one example,*
16 *suppose that a ballot contains rankings for a voter’s second choice,*
17 *third choice, and fourth choice (i.e., the voter skipped his or her first-*
18 *choice ranking). Assuming that the voter’s second choice is a*
19 *continuing candidate, the ballot shall be transferred to the voter’s*
20 *second choice.*
- 21 b. If a ballot contains an overvote, it shall count as an exhausted ballot
22 when the overvote is reached.

23 §7-1.6 There shall be no nomination of candidates and no write-in candidates
24 to succeed any Member who is the subject of a recall petition. If a Member is recalled, his or
25 her successor shall be determined pursuant to the procedures set forth to fill vacancies under
26 the City Charter.

27 §7-1.7 Any special election called for the same date as a general municipal
28 election must be consolidated with the general municipal election. If they are not consolidated

1 with a general municipal election, two or more special elections to elect Members must
2 themselves be consolidated, provided that those special elections have been called for the same
3 date.

4 §7-1.8 All consolidated elections of Members will be combined into one multi-
5 seat election. Any longer terms to be filled shall be awarded to the candidates who are first to
6 be declared or designated as elected, and any shorter terms shall be awarded to the candidates
7 who are last to be declared or designated as elected.

8 §7-1.9 If any special election is not consolidated pursuant to Section 7-1.8, it
9 shall be held using Ranked Choice Voting in a single-seat election, on the date of the next
10 regularly established election to be held throughout the City of Albany at least 114 days from
11 the call of the special election.

12 §7.2 VOTING

13 §7-2.1 The ballot shall allow voters to assign a different ranking to every
14 candidate, as well as to write-in candidates. If the voting equipment used by the City Clerk
15 cannot feasibly accommodate that number of rankings on the ballot, the City Clerk may limit
16 the number of candidates that a voter may rank to the maximum number allowed by the
17 equipment.

18 §7-2.2 Voters may rank as few candidates as they prefer or as many as they
19 prefer subject to any limitation on the maximum number of candidates established by the City
20 Clerk pursuant to Section §7-2.1.

21 §7.3 VOTE COUNTING

22 §7-3.1 This Subchapter (§7-3) establishes the procedures for electing
23 candidates in single-seat and multi-seat elections using Ranked Choice Voting.

24 §7-3.2 In an election conducted by Ranked Choice Voting, the City Clerk shall
25 provide ballot instructions that make clear the proper voting procedures for voting in a Ranked
26 Choice Voting election.

27 §7-3.3 Each ballot's vote is initially assigned to the highest ranked candidate
28 on that ballot at a transfer value of one.

1 §7-3.4 If the number of candidates is equal to or less than the seats to be filled,
2 each candidate is declared elected. The number of votes for each candidate is counted and
3 tabulation is complete. Otherwise tabulation proceeds in accord with Section 7-3.5 for a single-
4 seat election or Section 7-3.6 for a multi-seat election.

5 §7-3.5 Single-Seat Election Tabulation

6 a. Vote tabulation proceeds in rounds as follows:

- 7 1. Each ballot is counted for the highest ranked continuing
8 candidate on that ballot. If there are only two continuing
9 candidates, the candidate with more votes is declared the
10 winner of the election, and tabulation is complete. Otherwise,
11 tabulation proceeds pursuant to Subparagraph (2) immediately
12 below.
- 13 2. The candidate with the fewest votes is defeated, and votes for
14 the defeated candidate are transferred to the highest ranked
15 continuing candidate of each affected ballot. If two or more
16 candidates are tied with the fewest number of votes, the
17 candidate to be defeated shall be determined by lot. A new
18 round of tabulation starts again pursuant to Subparagraph (1)
19 immediately above.

20 §7-3.6 Multi-Seat Election Tabulation

21 a. Vote tabulation proceeds in rounds as follows:

- 22 1. Each ballot is counted, at its current transfer value, for the
23 highest ranked continuing candidate on that ballot. If there is
24 at least one candidate with more votes than the election
25 threshold, each candidate with more votes than the election
26 threshold is designated as elected. If the number of elected
27 candidates is equal to the number of seats to be filled, the
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tabulation is complete. Otherwise, tabulation proceeds pursuant to Subparagraph (2) immediately below.

2. If any ballot counted for a candidate who has been designated as elected and who has surplus fraction greater than zero has not been assigned a new transfer value after that candidate was designated as elected, the tabulation proceeds pursuant to Subparagraph (3) immediately below. Otherwise, the tabulation proceeds pursuant to Subparagraph (4) below.
3. Of the candidate or candidates who have been designated as elected, the candidate with the greatest number of votes (with any tie decided by lot) is deemed to have a number of votes equal to the election threshold for the contest in all subsequent rounds. Each ballot counted for that candidate is assigned a new transfer value, by multiplying the ballot’s current transfer value by the surplus fraction for the elected candidate, rounded down to four decimal places. Tabulation continues pursuant to Subparagraph (1) above.
4. If the total number of elected and continuing candidates is equal to the number of seats to be filled, the continuing candidates are designated as elected and the tabulation is complete. Otherwise, the continuing candidate with the fewest votes is defeated, and a new round of tabulation begins pursuant to Subparagraph (1) above.

§7.4 REPORTING

§7-4.1 For purposes of this Chapter, the following terms have the following meanings:

- a. “Ballot report” means a report in plain text electronic format that lists all of the following for each ballot counted in the tabulation:

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1. The candidate indicated at each ranking.
 2. The precinct in which the ballot was cast.
 3. Whether the ballot was cast by mail.
- b. “Summary report” means a report that lists all of the following:
1. The number of ballots counted.
 2. The votes received by each candidate in each round of the tabulation.
 3. In each round of tabulation, the cumulative number of all exhausted ballots and all ballots exhausted by overvotes.
 4. Any other information that the City Clerk chooses to include.

§7-4.2 Reporting Limitations

- a. A ballot report generated pursuant to this Section (§7-4.2) shall not permit the order in which the votes were cast in each precinct to be reconstructed or the identification of the voter that cast the ballot.
- b. This Section (§7-4.2) does not prohibit the City Clerk from providing additional reports or including additional information in any report except for the limitations expressed in Paragraph (a) immediately above.

§7-4.3 Vote Tabulation and Report Publication Timing and Posting

- a. The City Clerk, in coordination with the Alameda County Registrar of Voters, shall do all of the following:
 1. Tabulate the results as soon as the City Clerk determines it is feasible after the close of the polls, and publish the corresponding summary report.
 2. Tabulate the results for the last preliminary count of the ballots on election night and publish a corresponding summary report.

1 b. The City Clerk shall publish a summary report and ballot report for the
2 final tabulation of the official canvass in conjunction with the certified
3 statement of the results.

4 §7-4.4 The City Clerk shall promptly post links to reports pursuant to Section
5 7-4.2 on the internet website of the City Clerk’s Office.

6 §7.5 VOTER EDUCATION

7 §7-5.1 For purposes of this Chapter, the following terms have the following
8 meanings:

9 a. “Additional supported language” means a language for which a
10 jurisdiction is required to provide voting materials and assistance
11 under the Federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 et
12 seq.) or for which the Secretary of State has determined that it is
13 necessary to provide facsimile ballots at a precinct within the
14 jurisdiction pursuant to subdivision (c) of Section 14201 of the State
15 Elections Code.

16 b. “Additional supported language community” means a community that
17 speaks an additional supported language.

18 §7-5.2 Education Planning and Execution

19 a. The City Clerk shall conduct a voter education and outreach campaign
20 before each election conducted pursuant to this division, until the
21 conclusion of the second general election conducted in this manner. A
22 campaign conducted pursuant to this chapter shall include public
23 meetings and public service announcements through different media,
24 including media serving additional supported language communities,
25 if available, to familiarize voters with that election method. Materials
26 and information disseminated as part of the campaign shall be
27 provided in all additional supported languages and shall be accessible
28 to individuals with disabilities.

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- b. The City Clerk shall, in collaboration with the Alameda County Registrar of Voters, develop a plan describing how they will conduct the voter education and outreach campaign required by this Section (§7-5.2). The plan shall include all of the following information:
 - 1. How the City Clerk will use media, which may include digital media, newspapers, radio, and television, to inform voters about an upcoming election.
 - 2. What information will be publicly available on the City Clerk’s internet website.
 - 3. What information will be included in the sample ballot and vote by mail materials.
 - 4. How the City Clerk will conduct direct outreach to voters, including voters with disabilities.
 - 5. How the City Clerk will have a community presence to educate voters, including voters with disabilities.
 - 6. How the City Clerk will educate voters within each additional supported language community.

- c. Before finalizing its plan, the City Clerk shall publish a draft plan and hold, at least 10 days after publication of its plan, at least one regular public meeting to discuss the plan. The City Clerk shall also make a good faith effort to invite each of the following to at least one of those public meetings:
 - 1. Representatives, advocates, and other stakeholders representing each additional supported language community.
 - 2. Representatives from the disability community and community organizations and individuals that advocate on behalf of, or provide services to, individuals with disabilities.

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- d. All materials provided by the voter education and outreach campaign, including materials provided on the internet website of the elections official, sample ballots and vote by mail materials, and materials provided through direct outreach and community presence, shall be provided in the additional supported languages and shall be accessible to individuals with disabilities.
- e. If multiple jurisdictions within the same county are conducting ranked choice voting elections, the City Clerk may combine or coordinate his or her voter education plans and voter education and outreach campaigns.
- f. The City Clerk may partner or coordinate resources with nongovernmental organizations to conduct its voter education and outreach campaign.

ORDINANCE NO. 7,038–N.S.

MAKING FINDINGS AND ADDING CHAPTER 2.14 TO THE BERKELEY MUNICIPAL CODE TO PROVIDE FOR INSTANT RUNOFF VOTING

BE IT ORDAINED by the City Council of the City of Berkeley as follows:

Section 1. Chapter 2.14 is hereby added to the Berkeley Municipal Code as follows:

CHAPTER 2.14 – ELECTIONS – INSTANT RUNOFF VOTING

2.14.010 Definitions

2.14.020 General Provisions

2.14.025 Election Services

2.14.030 Ballot

2.14.040 Tabulation

2.14.050 Ties

2.14.060 Elimination of More Than One Candidate

2.14.070 Skipped Rankings

2.14.080 Undervotes, Overvotes and Exhausted Ballots

2.14.090 Reports

2.14.100 Manual Tally

2.14.110 Election Procedures if Ranked Choice Voting is Not Used

2.14.010 Definitions.

A. "Ranked choice voting" shall mean an election system in which voters rank the candidates for office in order of preference, and the ballots are counted in rounds that, in the case of a single-winner election, simulate a series of runoffs until one candidate receives a majority of votes. Also known as "instant runoff voting."

B. "Continuing ballot" shall mean a ballot that counts towards a continuing candidate.

C. "Continuing candidate" shall mean a candidate that has not been eliminated.

D. "Majority of votes" shall mean more than fifty percent of the votes cast on continuing ballots.

E. "Single winner contest" means an election contest in which there is one seat to be elected for a single office.

F. "Choice" means an indication on a ballot of a voter's assigned ranking of candidates (i.e. first choice, second choice, third choice, etc.) for any single office according to the voter's preference.

G. "Vote" means a ballot choice that is counted toward the election of a candidate. During each round of counting, each continuing ballot contains one vote. All first choices are votes and lower ranked choices are potential runoff votes that may, in accordance with the requirements of this chapter, be credited to and become votes for a candidate.

H. "Round of counting" or "round" means a step in the counting process during which votes for all continuing candidates are tabulated for the purpose of determining

whether a candidate has achieved a majority of the votes cast for a particular office, and, absent a majority, which candidate or candidates must be eliminated.

I. "Next ranked" means the highest ranked choice for a continuing candidate.

J. "Exhausted ballot" means any ballot that cannot be advanced because no further continuing candidates are ranked on that ballot.

K. "Overvote" means any ballot with more than one candidate indicated for the same ranking.

L. "Undervote" means any ballot that has no candidates indicated at any ranking.

M. "Skipped ranking" means a ballot contains a higher ranking with no candidate indicated, and contains a lower ranking with a candidate indicated.

N. "Voting equipment" means all ballots and/or voting devices, vote tabulating systems and/or similar or related systems to be used in the conduct of the City's election, including but not limited to paper ballot systems, optical scan systems, and direct recording electronic systems.

2.14.020 General Provisions.

A. Ranked choice voting elections for single-winner city offices shall be conducted according to the procedures in this chapter, upon the certification by the California Secretary of State of an automated vote tabulation system that is able to perform instant runoff voting.

B. Ranked choice voting shall commence with the 2008 General Municipal Election, provided that if no automated system is certified for use for the 2008 General Municipal Election, by July 14, 2008, ranked choice voting will be implemented at the earliest election following certification, as long as certification occurs no later than the start of the candidate filing period for that election.

C. The Registrar of Voters must agree to the request for all election services that allow the City to use ranked choice voting and consolidation of the election prior to the use of ranked choice voting.

2.14.025 Election Services.

The request for election services submitted to the Registrar of Voters shall include all requirements and procedures enumerated in sections 2.14.030, 2.14.040, 2.14.050, 2.14.060, 2.14.070, 2.14.080, 2.14.090, and 2.14.100.

2.14.030 Ballot.

A. The ranked choice voting ballot shall allow voters to rank three choices. The City Council may set a higher number of rankings by resolution provided that the higher number of rankings is consistent with the provisions of Charter Section 5 (12).

B. The ballot shall not interfere with a voter's ability to rank a write-in candidate.

C. Instructions provided to voters shall conform substantially to the following specifications, but may be modified based on ballot design and voting equipment used:

“Vote by ranking candidates in your order of choice. You may rank as many or as few candidates as you choose. Select a different candidate for each ranking. Select only one candidate in each ranking. Ranking more candidates will not hurt your higher ranked candidates. Do not skip rankings.”

2.14.040 Tabulation.

The ballots shall be counted in rounds.

A. In the first round, every ballot shall count as a vote towards the first choice candidate.

B. After any round, if any candidate receives a majority of votes from the continuing ballots, that candidate shall be declared the winner.

C. If no candidate receives a majority, the candidate receiving the fewest number of votes shall be eliminated.

D. Every ballot counting towards the eliminated candidate shall be advanced to the next-ranked continuing candidate. All the continuing ballots for all continuing candidates shall be counted again in a new round.

2.14.050 Ties.

In the event that two or more candidates tie for the fewest number of votes, the candidate to eliminate shall be chosen by lot.

2.14.060 Elimination of More Than One Candidate.

During the elimination stage of any round, in the event that any candidate has more votes than the combined vote total of all candidates with fewer votes, all the candidates with fewer votes shall be eliminated simultaneously, and those ballots advanced to the next-ranked continuing candidate.

2.14.070 Skipped Rankings.

In the first or any round, in the event that any ballot reaches a ranking with no candidate indicated, that ballot shall immediately be advanced to the next ranking.

2.14.080 Undervotes, Overvotes, and Exhausted Ballots.

After each round, any ballot that is not continuing is either an undervote, overvote, or exhausted ballot. Any ballot that has been declared an undervote, overvote, or exhausted shall remain so and shall not count towards any candidate in that round or in subsequent rounds.

2.14.090 Reports.

The following reports shall be produced for public review.

A. The "summary report" for a contest shall mean a report that lists the candidate vote totals in each round, and the cumulative numbers of undervotes, overvotes, and exhausted ballots in each round.

B. The "ballot image report" for a contest shall mean a report that lists, for each ballot, the candidate or candidates indicated at each ranking, the precinct of the ballot, and whether the ballot was cast by a vote-by-mail ballot. In the report, the ballots shall

be listed in an order that does not permit the order in which they were cast in each precinct to be reconstructed.

C. The "comprehensive report" for a contest shall mean a report that lists the vote totals in the summary report by precinct. The report shall list, for each round, the number of ballots cast in each precinct that:

1. were tallied as votes for each candidate in that round,
2. have been declared undervotes,
3. have been declared overvotes, cumulatively for all previous rounds and inclusive of the reported round of tabulation, and
4. have been declared exhausted cumulatively for all previous rounds and inclusive of the reported round of tabulation .

D. Mode and manner of release. Preliminary versions of the summary report and ballot image report shall be made available as soon as possible after the commencement of the canvass of votes cast. The summary report, ballot image report, comprehensive report, and preliminary versions of the summary report and ballot image report shall be made available to the public during the canvass via the Internet and by other means. The ballot image report and preliminary versions of the ballot image report shall be made available in a plain text electronic format. In any case, preliminary versions of these reports shall be made available to the public prior to the commencement of the manual tally.

2.14.100 Manual Tally.

A. A preliminary version of the comprehensive report shall be made available to the public prior to the selection of precincts for the public one percent manual tally, as provided by state law.

B. After each round of the manual tally, the second and third choice votes shall be assigned based of the candidate totals in the summary round-by-round report for the entire contest.

2.14.110 Election Procedures if Ranked Choice Voting is Not Used.

In the event that the City is unable to use ranked choice voting, the City shall hold a general election in November of each even numbered year and a run-off election, if necessary, in February immediately following the general election as provided for in the charter.

Section 2. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Old City Hall, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

* * * * *

At a regular meeting of the Council of the City of Berkeley held on May 6, 2008, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Anderson, Maio, Moore, Spring, Worthington, and Bates.

Noes: Olds and Wozniak.

Absent: Capitelli.

At a regular meeting of the Council of the City of Berkeley held on May 20, 2008, this Ordinance was adopted by the following vote:

Ayes: Anderson, Capitelli, Maio, Moore, Spring, Worthington, and Bates.

Noes: Olds and Wozniak.

Absent: None.

Tom Bates, Mayor

ATTEST: _____
Deanna Despain, Deputy City Clerk

Date signed: _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EUREKA AMENDING
CHAPTER 37 OF THE EUREKA MUNICIPAL CODE ADDING
SECTIONS 37.20, 37.21, 37.22 & 37.23 IMPLEMENTING RANKED CHOICE VOTING
FOR THE OFFICES OF MAYOR AND COUNCIL MEMBER**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EUREKA AS FOLLOWS:

WHEREAS, on November 3, 2020, the voters of the City of Eureka adopted Measure C, an amendment to the City Charter of the City of Eureka, which included the following language as part of Section 207: "In the elections of the Mayor and Council Member, the Council must provide for Ranked Choice Voting." This ordinance is intended to implement the direction of the Charter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EUREKA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 37.20 is hereby added to Chapter 37 of the City of Eureka Municipal Code to read as follows

§ 37.20 RANKED CHOICE VOTING.

- A. **DEFINITIONS.** For purposes of this chapter, the following words, terms and phrases have these definitions:
1. **RANKED CHOICE VOTING.** "Ranked Choice Voting" means an election system in which voters rank the candidates for office in order of preference, and the ballots are counted in rounds that simulate a series of runoffs until the final round, whereupon the one of those two candidates with the majority of votes is determined to be the winner. Ranked choice voting is also known as "instant runoff voting."
 2. **MAJORITY OF VOTES.** "Majority of votes" means fifty percent (50%) of the votes plus one.
 3. **CONTINUING BALLOT.** "Continuing ballot" means a ballot that counts towards a continuing candidate.
 4. **CONTINUING CANDIDATE.** "Continuing candidate" means a candidate that has not been eliminated. In the first round of counting, this means all candidates including write-ins.
 5. **CHOICE.** "Choice" means an indication on a ballot of a voter's assigned ranking of candidates (i.e., first choice, second choice, third choice, etc.) for any single office, according to the voter's preference.

6. **FINAL ROUND.** The “final round” is the round in which there are only two continuing candidates.
7. **VOTE.** “Vote” means a ballot choice that is counted toward the election of a candidate. During each round of counting, each continuing ballot contains one vote. All first choices are votes and lower ranked choices are potential runoff votes that may, in accordance with the requirements of this chapter, become votes that are subsequently credited for a continuing candidate.
8. **ROUND OF COUNTING.** “Round of counting” or “round” means a step in the counting process during which votes for all continuing candidates are tabulated for the purpose of determining which candidate has achieved a majority of the votes cast for a particular office, and, if no candidate has achieved a majority, which candidate or candidates must be eliminated.
9. **NEXT RANKED.** “Next ranked” means the highest ranked choice for a continuing candidate.

37.21 GENERAL PROVISIONS.

1. Ranked choice voting elections for the offices of Mayor and City Council member must be conducted according to the procedures in this Chapter.
2. Ranked choice voting will commence not later than the 2024 General Municipal Election and continue thereafter for all general municipal elections.
3. The City Elections Official must coordinate with the Humboldt County Registrar of Voters to implement ranked choice voting in the 2022 General Municipal Election if that implementation is feasible.
4. The agreement of the Humboldt County Registrar of Voters is a precondition to the election services that allow the City to use ranked choice voting and to consolidate the City’s municipal election with November General Elections prior to the use of ranked choice voting.

37.22 RANKED CHOICE VOTING BALLOT.

1. In any mayoral or council member election conducted by ranked choice voting, the ballot must allow voters to rank not less than three candidates, including write-in candidates, in order of preference.
2. The ballot must not interfere with a voter’s ability to rank up to three write-in candidates.

37.23 TABULATION.

1. The ballots for each seat must be counted in rounds.

- a. In the first round, every ballot counts as a vote for the first-choice candidate on that ballot.
- b. If no candidate receives a majority in the first or a subsequent round, the candidate receiving the fewest number of votes in that round is eliminated.
- c. Every ballot counting towards the eliminated candidate is then counted again for votes cast for the next-ranked continuing candidate. All the continuing ballots for all continuing candidates are then tabulated in a new round.
- d. In the final round, the candidate who receives the majority of votes from the continuing ballots is the winner. If two candidates in the final round are tied, the winner will be the tied candidate who received the higher number of votes in round one.

SECTION 2. The City Clerk will certify to the adoption of this Ordinance and will cause the same or a summary thereof to be published as required by law.

SECTION 3. This Ordinance takes effect and will be in full force and effect thirty (30) days after the date of its final passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Eureka in the County of Humboldt, State of California, on the 7th day of December, 2021 by the following vote:

AYES: COUNCILMEMBERS CASTELLANO, MOULTON, ARROYO,
BAUER, BERGEL
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS

Kim Bergel Mayor Pro Tem

THE ABOVE ORDINANCE WAS PRESENTED TO THE MAYOR on the ____ day of _____, 2021, and hereby approved.

Susan Seaman, Mayor

Approved as to Administration:

Approved as to form:

Miles Slattery, City Manager

Robert N. Black, City Attorney

BILL NO. 1008-C.S.
ORDINANCE NO. 928-C.S.
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THE ABOVE ORDINANCE WAS ATTESTED BY THE CITY CLERK OF THE CITY OF EUREKA on the _____
day of _____, 2021.

Pamela J. Powell, City Clerk



DRAFT 2019 Voter Education and Outreach Plan

Friday, March 15, 2019

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I. Background and Outreach Objectives

The mission of the Department of Elections (Department) is to conduct all federal, state, and local elections in the City and County of San Francisco (the City) in a manner that is free, fair, and functional.

The Department's Voter Education and Outreach Division (Outreach Division) administers a year-round Outreach Program in compliance with federal, state, and municipal laws, including the statutory mandates of Section 203 of the Voting Rights Act and the San Francisco Language Access Ordinance. When administering its Outreach Program, the Department utilizes a variety of strategies to communicate general election information to City residents. General election messages highlight key dates such as the last day to register, the first day to vote early, the last day to request a ballot by mail, and the date of the upcoming election. The Outreach Division also develops messages about useful resources, such as online, language, and accessibility services and tools, and opportunities, such as poll worker service, conditional voter registration (the process for registering after the regular deadline), and public observation of election processes.

In addition to the ongoing goal of communicating general election information to City residents, the Department's 2019 Outreach Plan has two additional objectives: 1) to provide detailed information about the City's new voting system, with a focus on a new way of marking the ballot, and 2) to equip voters with a knowledge of the expanded choices in ranked-choice voting (RCV) contests, with a focus on a new grid-like ballot.

In 2019, the Department and Dominion Voting Systems (Dominion) executed an agreement under which the City will lease a voting system from Dominion. Using the newly adopted voting system will require the City's voters to change the way they mark their ballots. In recent elections, voters have connected arrows pointing to their chosen candidates (Yes or No for a ballot measure). The new ballot format replaces these arrows with more intuitive fillable ovals. Another change is that voters will be able to rank up to ten candidates in RCV contests, compared to the previous maximum of three (even when more than three candidates were running for an office).

While developing strategies for educating voters about the new voting system, the Department sought to identify effective outreach practices from other jurisdictions, particularly those jurisdictions that have adopted the City's new voting system or use ranked-choice voting. In addition to adopting best practices of other jurisdictions, the Department plans to build its 2019 RCV educational campaign on the successes of its 2004 RCV educational campaign. Collaboration with community partners features prominently in the 2019 Outreach Plan. As with the initial rollout in 2004, the Department intends to organize a grant program for community organizations interested in working with the Department on RCV outreach education. In developing new materials to reflect the expanded RCV ballot format, the Department will incorporate best practices from other jurisdictions who use this voting method, including Santa Fe, New Mexico and Minneapolis, Minnesota.

In addition to providing outreach and voter education for the general public, the Department will engage with voters with limited English proficiency, seniors and voters with disabilities, voters in areas with turnout below the City's average turnout, and young and first-time voters.

II. Outreach Strategies and Timelines

The Department is committed to reaching every community and every neighborhood in the City with relevant notices about a new way of marking the ballot and expanded rankings in RCV contests. To meet this goal, the Department will roll out a

robust voter education program that includes a wide variety of direct communications via print and digital media, as well as collaboration with community partners.

A. General Public

Citywide communications form the core of the 2019 Outreach Plan. In developing communication strategies, the Department will provide the City's voters with information about the new voting system by utilizing the following strategies.

1. Print Media

Print materials remain an essential part of Department communications. The Department will produce flyers, brochures, and posters, highlighting the features of the new voting system and the changes in ballot marking as well as the expanded RCV ballot format.

Postcards – In most elections, the Department sends a postcard to every residential household in San Francisco containing general information about the upcoming election and highlighting important topics, key dates, and upcoming deadlines. In 2019, the Department will mail a second postcard to provide City residents with information specific to the new voting system and the new RCV ballot. Both postcards will invite voters to use the Department's assistance hotline and website, *sfelections.org*, to find more information.

Timeline: 1st mailing – July, 2nd mailing – September

Voter Information Pamphlet – The November 2019 Voter Information Pamphlet, to be mailed to approximately 500,000 voters, will devote significant space to information about the new voting system and proper ballot marking for RCV contests, with an emphasis on the effects of over-voting or under-voting.

Timeline: October

Vote-by-mail ballot inserts – Approximately 290,000 vote-by-mail (VBM) voters will receive a VBM packet in the mail with a ballot, a postage-paid return envelope, and voting instructions. These instructions will illustrate proper marking of the ballot and provide a link to the webpage on *sfelections.org* with information about RCV, including an interactive practice RCV ballot.

Timeline: October

Newspapers – The Department will place multiple notices in local newspapers, most of which also maintain a presence online. For a list of newspapers in which the Department intends to place notices, see **Appendix A**.

Timeline: 1st run – June, 2nd run – August, 3rd run – September – October

Transit advertising – To reach the City's commuters, the Department will provide ads in local public transit stations and on transit vehicles. Because of the relative complexity of this year's messaging, the Department intends to post election-related notices for longer than usual so that commuters will have more opportunity to view the new information.

Timeline: September – October

Brochures and posters – The Department will produce various materials that will be distributed throughout San Francisco by way of community presentations, street fairs and festivals, canvassing, and registration drives. All brochures and posters will also be made available for distribution to community organizations, with downloadable versions available on *sfelections.org*.

Timeline: Creation – April, Distribution – May – October

Demonstration ballots – At all outreach events, Department personnel will emphasize the new RCV ballot format. To reinforce verbal explanations of how to mark an RCV ballot with expanded rankings, presenters will use demonstration ballots to visually demonstrate how to rank a different candidate in each column. Additionally, demonstration RCV ballots will be distributed to participants to facilitate the opportunity to practice marking the ballot and to ask questions.

Timeline: Creation – April, Distribution – May – October

2. Digital Media

Website – The Department will dedicate several pages on *sfelections.org* to information related to the new voting system and the new RCV ballot format. The website will host an interactive practice RCV ballot as well as answers to frequently asked questions on topics such as over-voting, under-voting, skipped columns, and much more.

Timeline: Rollout – April

Press releases – The Department will issue a series of press releases to its media contacts, organizations, and ever-growing list of interested individuals. Press releases will be posted on the Department’s website in order to reach individuals who prefer to obtain election information online.

Timeline: Periodically between April – October

Public Service Announcements – The Department will produce and distribute a 30-second public service announcement (PSA) to air on local television stations about the new voting system and the new ballot format. The PSA will offer viewers a glimpse of the new system and highlight key differences between the old and new ballot formats.

Timeline: 1st run – May, 2nd run – October

Radio broadcasts – The Department will leverage its cooperative relationships with local radio stations, including independent and college stations, to air announcements about the new voting system. Department staff will also participate in live radio interviews to answer any questions from interviewers or listeners. For a list of radio stations with which the Department plans to partner, see **Appendix B**.

Timeline: Periodically between April – October

Social media – The Department will utilize Twitter, Facebook, and Next Door to announce public events, forums, and public voting system demonstrations and to share partner updates with other City departments and community partners.

Timeline: Periodically between April – October

RCV presentation – The Department will develop an online RCV slideshow that describes the new RCV ballot format, illustrates how to rank up to 10 candidates for a single office, discusses the implications of marking an RCV contest incorrectly, and shows how votes are tabulated. This demonstration will be available on *sfelections.org* and presented at events throughout San Francisco.

Timeline: Rollout – April

3. Community Partnerships

Presentations and events – The Department will conduct educational presentations about the new voting system and RCV ballot format at a variety of City locations, including community centers, schools, places of worship, and entertainment and meeting halls. The Department's community partners include non-profit organizations, community-based and private sector organizations, and other City departments and government agencies. At these events, participants will have the opportunity to view a demonstration on RCV, practice marking demonstration ballots, and ask questions. For a list of community partners, see **Appendix C**.

Timeline: Periodically between April – October

Content for community partners – In addition to providing in-person outreach throughout the City, the Department will develop ready-made content available to community partners to share in their newsletters, blog posts, organizational websites, and social media accounts. This content will educate San Franciscans about the changes they will experience when casting their vote by mail or in person.

Timeline: Creation – April, Distribution – May – October

Voting system demonstrations – The Department will host a series of voting system demonstrations, at City Hall and in neighborhood venues around the City.

Voting system demonstrations will offer San Franciscans the opportunity to practice using the new technology in advance of the November 2019 election. These demonstrations will also allow Department staff to observe voter interactions with the new equipment; these observations will inform development of poll worker training guides and other instructional materials.

Timeline: 1st – May, 2nd – July, 3rd – September/October

Grant program – The Department has requested additional funding to develop a grant program for community organizations interested in being involved in RCV outreach. These grants would support the development of community-specific programs for delivery of RCV educational content to voters within each Supervisorial District. Those who may benefit from focused outreach on RCV include voters with limited English proficiency, seniors and persons with disabilities, residents of neighborhoods with below City average voter-turnout, and young or first time voters.

Timeline: August

B. Voters with Limited English Proficiency

As part of its focused outreach programs, the Department will utilize several additional strategies for communicating general and new election information to voters with Limited English Proficiency (LEP). The Department will also leverage the work of its Language Accessibility Advisory Committee (LAAC), a Department networking group comprised of community-based organizations established in 2017, to reach LEP voters and provide recommendations on the Department's outreach strategies to LEP voters.

1. Non-English Media

For every election, the Department produces programs in partnership with local non-English media outlets to reach LEP voters and those who prefer to receive messages in a language other than English. This year, these communications will cover topics related to the new voting system and RCV ballot format, as well as providing general election information.

Newspapers – The Department regularly advertises information about upcoming elections in local non-English newspapers. Newspaper ads are translated and placed in publications serving LEP residents throughout the City. In 2019, the primary focus of such ads will be on educating voters about the new voting system and expanded RCV ballot format.

Timeline: 1st run – June, 2nd run – August, 3rd run – September – October

Public Service Announcement – The Department’s PSA will be translated into Chinese, Spanish and Filipino. Translated PSAs will run on local television stations offering programs in these languages.

Timeline: 1st run – May, 2nd run – October

Radio advertising and on-air interviews – In the upcoming election cycle, the Department’s multilingual content will notify residents about the availability of translated election-related materials and services in addition to providing information specific to the new voting system and RCV ballot format. As with English radio programs, bilingual Department staff will participate in interviews. See **Appendix D** for a list of non-English radio stations to broadcast non-English ads and interviews.

Timeline: Periodically between April – October

Website – The Department’s website provides information in English, Chinese, Spanish, and Filipino, in addition to English. The interactive practice RCV ballot will, along with other information about the new voting system, be translated into Chinese, Spanish, and Filipino and posted on *sselections.org*.

Timeline: Rollout – April

Print materials – All print materials produced and distributed by the Department will be translated into the required languages, ensuring a consistent experience for LEP voters and San Franciscans who prefer to receive information in a language other than English.

Timeline: Creation – April, Distribution – May – October

2. Non-English Partnerships

Presentations and demonstrations – Bilingual Department staff will be on hand at presentations and tabling events to answer questions in languages other than English. Bilingual staff will also be available to assist voters and members of the public during voting system demonstrations.

Timeline: Periodically between April – October

C. Seniors and Voters with Disabilities

The Department will utilize several additional strategies to communicate information about the new voting system and its accessible features of the new ballot marking device to seniors and voters with disabilities. The Department will also leverage the work of the Voting Accessibility Advisory Committee (VAAC), a Department networking group comprised of accessibility experts and members of the public, established in 2017, to reach voters with disabilities and seniors.

1. Accessible media

Website – The Department’s website includes a number of accessibility features, including screen-reader compatibility, high contrast functionality, adjustable font size, and Alt text for images. The website provides content about accessible voting options and tools available at the Department’s office, the City Hall Voting Center, and at every polling place in the City on Election Day. The Department will update *sselections.org* with new content focused on the enhanced accessibility functions of the new voting system and highlighting key aspects of the new voting technology.

Timeline: Rollout – April

Public Service Announcement – The Department will work with the Department of Technology and SFGovTV to ensure that this year’s PSA carries closed captioning, which will allow voters who use this service to receive all of the information delivered in the announcement.

Timeline: 1st run – May, 2nd run – October

Print materials – In developing its print materials, the Department considers standard accessibility guidelines and best practices; text size, color contrast, and visual placement are all considered during the design process. These materials are available in large-print formats to meet the needs of voters with visual impairment and are distributed to community organizations. Such print materials will include information about the new voting system and the expanded RCV ballot format as well as the information about accessibility services and tools.

Timeline: Creation – April, Distribution – May – October

2. Accessibility Partnerships

Presentations and demonstrations – The Department will partner with community organizations who serve seniors and people with disabilities to disseminate the information about the new voting system. During these presentations, Department staff will demonstrate how to use the new accessible voting functions, highlight key differences between previous accessible ballots and those of the new system, and provide opportunities to practice using the new equipment.

Timeline: Periodically between April – October

D. Residents in Areas with Voter Turnout Below the City’s Average Turnout

The Department will utilize several additional strategies to communicate information about the new voting system and the expanded RCV ballot format to reach residents in areas with voter turnout below the City’s Average turnout.

OCEIA partnership – The Department will continue its partnership with the Office of Civic Engagement and Immigrant Affairs (OCEIA) to engage San Francisco residents, particularly immigrants and newcomers. The Department will leverage the wide reach of the OCEIA Community Ambassador Street Team to distribute election information and print material. Community Ambassadors are demographically diverse and speak many languages, including Cantonese, Mandarin, Spanish, and Filipino, allowing Department messages to reach San Franciscans who may not receive those messages via traditional methods.

Timeline: September – October

Merchant corridor – To increase the visibility of election-related materials in neighborhoods with turnout below the City’s average, the Outreach Division will work directly with small-business owners in those neighborhoods. Collaborating with shopkeepers and merchants interested in displaying election-related collateral will allow the Department to increase opportunities to reach voters with election-related information. The Department will also seek to bolster such efforts by engaging officials elected to represent these areas.

Timeline: Ongoing between April – October

Vocational organizations – The Department will expand its connections with job training and vocational service providers who serve people who reside in areas with below-average voter turnout. The Department will supply election-related educational materials and content for agency publications, to inform program participants about the upcoming election, the new voting system, and opportunities such as poll worker positions and seasonal employment with the Department.

Timeline: Ongoing between April – October

E. First-time and Young Voters (18-24)

The Department will continue to engage with first-time voters through the established programs and partnerships as well as leveraging the connections of youth-serving community organizations.

High School Voter Education Program – The November 2019 High School Voter Education Program will focus on communicating information about registration and voting processes as well as facts about the new voting system to high school juniors and seniors. This program will be offered to high schools throughout San Francisco as part of California’s High School Voter Education Weeks in April and September.

Timeline: 1st – April, 2nd – September

High School Ambassador Program – In conjunction with the High School Voter Education Program, the Department will continue to organize the High School Ambassador Program. The Ambassador Program encourages high school students to engage in early civic engagement by enlisting their peers to pre-register 16- and 17-year-olds, register parents, teachers, and other adults, broadcast opportunities to learn about voting processes in San Francisco, and recruit high school poll workers to serve on Election Day.

Timeline: Ongoing between April – October

College and university collaboration – The Department will continue to cultivate existing partnerships with colleges and universities in an effort to expand the engagement of young voters. Leveraging strategic contacts with student advocates, professors, and school administrators, the Department will provide information and resources to trusted school stakeholders and encourage the promotion of election-related messages at activities on campuses.

Timeline: Ongoing between April – October

New resident liaisons – To attract more first-time voters, the Department will leverage partnerships with community-based organizations and City departments that serve new residents. Through these partnerships, the Department will provide new residents with written materials, in-person presentations and voting system demonstrations. These organizations will also be invited to incorporate ready-made elections-related content in their own publications. Channeling official election information through community liaisons allows first-time voters to receive valuable election-related information through a trusted source with whom they already interact.

Timeline: Ongoing between April – October

III. Voter Outreach at the Department’s Office and the City Hall Voting Center

In preparation for deployment of the new voting system, the Department will develop outreach and educational materials for use at the Department’s office and in the City Hall Voting Center. These materials will include a new poster at the Department’s public counter, a flyer for inclusion in the candidate filing documents packet, and slideshows for both the lobby monitors and those in the Voting Center.

Poster at the public counter – In the weeks preceding each election, visitors to the Department’s office in Room 48, City Hall greatly increases. When visitors approach the Department’s front counter, they will be greeted by a “Did you know?” poster. The poster will indicate that San Francisco will debut a new voting system in the November 5, 2019 election and

highlight that, among other benefits, the system is capable of providing up to 10 ranks in ranked-choice voting contests. The counter-top poster will encourage visitors to “Ask us for more information or visit selections.org.”

Timeline: April

Candidate packet flyer – Many local candidates for the November 2019 election will receive filing paperwork packets, with forms and documents to be submitted by various deadlines this coming spring and summer. In anticipation of this process, the Department will develop a new brochure for inclusion in candidate filing packets. The brochure will provide information about the new RCV ballot format and explain the process of counting votes in RCV contests.

Timeline: April – May

Lobby slideshow – Visitors to the Department’s office will be able to view a slideshow of current election-related topics on a large monitor. This slideshow will project announcements regarding important dates for the next election, announcements about the new voting system, and illustrations and information about the expanded RCV ballot format.

Timeline: April – May

Voting Center slides – Starting 29 days before Election Day, monitors in the main corridors of the City Hall Voting Center will also project digital slides with current election-related topics, including information about the new RCV ballot format.

Timeline: September – November

IV. Voter Outreach at the Polls

The Department will develop various educational materials for polling places featuring information about the new voting system and the expanded RCV ballot format.

Ballot and voting booth instructions – In recognition of the importance of providing clear direction on how to mark the ballot to voters at polling places on Election Day, the Department will develop ballot marking illustrations and instructions to be featured on official ballots and voting booth informational posters. These updated instructions will focus on how to properly mark the expanded RCV ballot format, as well as providing details regarding the change from connecting arrows to filling in ovals when making selections on the ballot.

Voter Information Kiosk – For the November 2019 election, the Department will debut a new three-sided, illustrated Voter Information Kiosk with multilingual voting information, which will replace a four-paneled Kiosk previously used at each polling place. The new Kiosk will provide information about voter rights, election laws, and language and accessibility resources, as well as instructions for marking the new RCV ballot format. The fact that the new format allows for selection of up to 10 candidates will be prominently featured on the Kiosk, with the polling place itself serving as another opportunity to disseminate this information to voters when they arrive to cast their ballots.

Secrecy folder – In addition to the instructions on the ballot, in the voting booth, and on the Voter Information Kiosk, the Department will revise the instructions to be printed on the blue secrecy folders used by voters to protect the secrecy of their ballot selections. These instructions focus on the steps of voting, and are designed to work in tandem with the more detailed instructions on getting the ballot, marking regular and RCV contests, and casting the ballot.

Instructional sheet – The Department will create an instructional sheet to be placed near the ballot scanning equipment. This sheet, available in multiple languages, will explain machine-generated ballot condition messages such as “under-vote”

or “over-vote” messages, and is intended to be read by voters directly to encourage minimum poll worker interaction and maximum voter empowerment. The instructional sheet will be written in a manner that permits voters to understand error messages and to decide themselves which course of action to take.

Timeline: The above materials will be developed this summer and made available at the polls on Election Day

V. Poll Worker Training and Election Day Support

Poll workers and Election Day staff play an important role in not only administering voting on Election Day but also providing voters with the knowledge and resources they need to fully participate in elections. Providing comprehensive training to poll workers and Election Day staff is an important outreach method since poll workers can provide direct voter education.

Mailer – The Department will develop and mail election-specific informational materials to poll workers prior to the start of training classes. These materials will serve as an introduction to the features of the new voting system and the new RCV ballot format. The materials will also provide notice to both new and experienced poll workers that some important aspects of Election Day procedure have changed and will require dedicated attention in the upcoming training classes.

Timeline: 1st mailer – May; 2nd mailer – September

Training curriculum – Poll worker training class times will be extended to provide comprehensive and hands-on training with the new voting system. Every class will begin with a video highlighting key features of the system and the expanded RCV ballot format. The Department will develop a curriculum to provide poll workers with the knowledge they will need to assist voters who have questions about marking the ballot, including marking RCV contests. The new curriculum will also provide guidance on setup and operation of the new voting machines, troubleshooting of common issues, answers to anticipated voter questions, and detail procedures on closing the polls.

Online bilingual training – In addition to regular training, the Department will develop and offer online bilingual courses to help prepare bilingual poll workers to serve voters who require assistance in languages other than English. The training will cover common election terminology including voting system terms, language assistance resources available at polling places, and polling place procedures. The course will feature a voice-over in the target language, interactive activities in English and the target language, quizzes, and a final test. Poll workers will have the opportunity to complete this training at their own pace, and, upon completion, print a certificate. To accommodate poll workers who do not have computer access, the Department will designate days when poll workers may complete online training using a workstation in the Department’s office.

Timeline: Ongoing May – September

Training materials – A new poll worker manual, covering every aspect of the new voting equipment, will be developed to support poll worker education, with an emphasis on the new voting equipment. The manual will also feature updated ballot-issuing scripts, highlighting the new RCV ballot format and the new way of marking the ballot. Every poll worker will receive the manual; it will also be posted on *sfelections.org*. In addition, the Department will make available a multilingual glossary of election-related terminology to facilitate multilingual communication with voters.

Timeline: Ongoing May – September

Practice labs – The Department will organize and offer an increased number of practice labs to all poll workers. During these self-paced learning sessions, poll workers will have the opportunity to independently complete the voting equipment-

related procedural steps outlined in the manual, just as they will do on Election Day. Participants will be able to set up voting machines, print zero reports, practice casting touchscreen or audio ballots, run end-of-day results tapes, and close the polls on voting machines. This supplemental practice will allow poll workers to hone their skills on the new voting equipment, increasing their confidence and preparedness for Election Day.

Timeline: September – October

Phone and Field Support – The Department will organize a multilingual phone bank to provide assistance to poll workers and voters with questions or concerns while the polls are open on Election Day. Telephone assistance will be available in English, Chinese, Spanish, Filipino, and, via interpreters, in hundreds of other languages.

The Department will also organize approximately 85 field support staff to provide Election Day assistance to poll workers and to serve as liaisons between polling places and Department staff working in City Hall. The Department will develop a training curriculum for field support personnel with a special focus on the features of the new voting equipment and the expanded RCV ballot format.

Timeline: Ongoing May – September

VI. Public Feedback

This draft of the 2019 Outreach Plan is intended to initiate a dialogue with the public allowing all stakeholders an opportunity to provide feedback on the Department's proposed methods of engagement and education. Before finalizing the Plan, the Department will evaluate and incorporate comments and suggestions from members of the Language Accessibility Advisory Committee (LAAC), the Voting Accessibility Advisory Committee (VAAC), community organizations, and the general public,

Those interested in contributing their ideas may use the Feedback Form available at sfelections.org/outreach_feedback, email their feedback to sfoutrreach@sfgov.org, call (415) 554-5685, or visit the Department's office to speak to a member of the Outreach Team.

Appendices

- A. Appendix A – Newspapers and Broadcast Media
- B. Appendix B – English Radio
- C. Appendix C – Community Partnerships
- D. Appendix D – Non-English Radio

Appendix A – Newspapers and Broadcast Media

<u>Organization Name</u>	<u>Web</u>
Asian Journal (FI)	https://www.asianjournal.com
Bay Area Reporter	https://www.ebar.com/
Castro Courier	http://www.castrocourier.com/
El Reportero (SP)	http://elreporterosf.com/main/
El Tecolote (SP)	http://eltecolote.org/content/en
Ingleside Light	http://ielightsf.com/
Korea Times (Korean)	http://www.koreatimes.co.kr
KTSF Channel 26	http://www.ktsf.com/
Marina Times	http://www.marinatimes.com/
New Fillmore	http://newfillmore.com/
Noe Valley Voice	http://www.noevalleyvoice.com
Philippine News (FI)	http://www.philippinenews.com
Potrero View	https://www.potreroview.net/
Richmond Review	https://sfrichmondreview.com/
San Francisco Bayview	https://sfbayview.com/
SF Examiner	http://www.sfexaminer.com/
SF Weekly	http://www.sfweekly.com/
Sing Tao (CH)	https://www.singtaousa.com/sf/446
Sunset Beacon	https://sfrichmondreview.com/category/sunset-beacon/
Telemundo 48	https://www.telemundoareadelabahia.com/
Univision	https://www.univision.com/san-francisco/kdtv
Vietnam Daily News (Vietnamese)	http://www.vietnamdaily.com
West Portal Monthly	https://sfnaa.com/newspapers/west-portal-monthly/

Appendix B – English Radio

<u>Organization Name</u>	<u>Web</u>
KALW	https://www.kalw.org
KBLX-FM	https://kblx.com/
KBRQ - Q102	https://q102sf.radio.com/
KCBS - All News	https://kcbsradio.radio.com/
KCSF	https://www.ccsf.edu/en/educational-programs/school-and-departments/school-of-liberal-arts/broadcast-electronic-media-arts/KCSF1.html
KGMZ - 95.7 The Game	https://957thegame.radio.com/
Poor People's Radio KPOO-FM 89.5	http://www.kpoo.com/listen

Appendix C – Community Partnerships

Active Partners

<u>Organization Name</u>	<u>Web</u>
A. Philip Randolph Institute San Francisco (APRISF)	http://www.aprisf.org/
Abraham Lincoln High School	https://www.lincolnhigh.net/
Adult Probation Department, Reentry Council	http://sfgov.org/sfreentry/
Alamo Square Neighbors Association	http://alamosquare.org/
Alice Griffith Apartments	https://www.alicegriffithapts.com/
All Hallows Community	https://www.mercyhousing.org/california-properties#San Fran Properties
Altamont Hotel	https://missionhousing.org/mhdc_project_type/altamont-hotel/
Arab Cultural and Community Center	https://www.arabculturecenter.org/
Asian Americans Advancing Justice	https://www.advancingjustice-alc.org
Balboa High School	https://bhs-sfUSD-ca.schoolloop.com/
Bayanihan House and Community Center	http://www.bayanihanc.org/index.html
Bayview Apartments	https://missionhousing.org/mhdc_project_type/bayview-commons-apartments/
Bayview Commons Apartments	https://missionhousing.org/mhdc_project_type/bayview-commons-apartments/
Bayview Hunters Point Mobilization for Adolescent Growth in our Communities (BMAGIC)	http://bayviewmagic.org/
Bayview Hunters Point YMCA	https://www.ymcasf.org/locations/bayview-hunters-point-ymca
Bernal Dwellings Apartments	http://www.bernalapartments.com/index.aspx
Bishop Swing Community House	http://ecs-sf.org/programs/housing_swing.html
Black Cuisine Festival	https://bhpmss.org/black-cuisine/
Booker T. Washington Community Center	http://www.btwcsc.org/
California College of the Arts, San Francisco Campus	https://www.cca.edu/
California Institute of Integral Studies	https://www.ciis.edu/
Canon Kip Senior Center	https://ecs-sf.org/canon-kip-senior-center/
Cayuga Community Connectors	http://www.cayugaconnectors.org/
Center on Juvenile and Criminal Justice - Cameo House	http://www.cjcj.org/Direct-services/Cameo-House.html

Central City S.R.O. Collaborative	https://www.ccsroc.net/
Centro Latino de San Francisco	http://www.centrolatinodesf.org/
Cesar Chavez Parade and Festival	http://www.cesarchavezday.org/
CHALK	http://www.chalk.org/
Chinatown Community Health Fair	http://www.gummoon.org/index.htm
Chinatown Merchants Association - Autumn Moon Street Festival	http://www.moonfestival.org/
Chinese For Affirmative Action	http://www.caasf.org/
Chinese Newcomers Services Center	http://www.chinesenewcomers.org/en/front-page/
City Arts and Tech High School	http://es-cat.org/
City College - Downtown Campus	https://www.ccsf.edu/en/our-campuses/downtown.html
City College - John Adams Campus	https://www.ccsf.edu/en/our-campuses/john-adams2.html
City College - Ocean Main Campus	https://www.ccsf.edu/
Community Housing Partnership	https://www.chp-sf.org/
Community Youth Center San Francisco (CYCSF)	https://www.cycsf.org/
Conard House	https://www.conard.org/home/
Cornerstone Academy - Cambridge Campus (Grades 6-12)	https://www.cornerstone-academy.net/
CounterPulse	http://www.counterpulse.org/
Curry Senior Center (Community Program)	http://www.curryseniorcenter.org/
de Young Museum	https://deyoung.famsf.org/
Delta Sigma Theta, Sorority Inc., San Francisco Alumnae Chapter	http://sanfranciscodeltas.org/index.php
Democratic Central Committee DCCC	https://www.sfdemocrats.org/the_dccc
Department of Children, Youth and Their Families	https://www.dcyf.org/
Department of Public Health	https://www.sfcdcp.org/about/contact-information/
Department of Public Works	http://sfpublicworks.org/
Disability Rights California	https://www.disabilityrightsca.org/
Drew School	https://www.drewschool.org/page
East Cut Community Benefit District	https://theeastcut.org/
Episcopal Community Services Adult Education Center	https://ecs-sf.org/

Eugene Coleman Community House	https://jsco.net/property/eugene-coleman-community-house/
Fair Vote California	https://www.fairvoteca.org/
Fashion Institute Design & Merchandising - San Francisco Campus	http://fidm.edu/
Galileo Academy of Science and Technology	http://galileoweb.org/
Gateway High School	https://www.gatewaypublicschools.org/ghs
George Washington High School	https://gwhs.sfusd.edu/
Golden Gate Self Advocacy Conference	https://www.facebook.com/pg/GGSelfAdvocacy
Golden Gate Regional Center	http://www.ggrc.org/
Goodwill Career Center	https://sfgoodwill.org/
Grace Cathedral	https://www.gracecathedral.org/
Hayes Valley Neighborhood Association	https://hayesvalleysf.org/
Hayes Valley Residence	https://www.hayesvalleyapts.com/
Health Right 360	https://www.healthright360.org/agency/haight-ashbury-free-clinics
Herald Hotel	http://www.bristolequitycapital.com/affordable-housing/herald-hotel/
Hero Shop	https://heroshopsf.com/
Hilltop High School	http://hilltophs.portal.rschoolday.com/
Homeless Prenatal Program	http://www.homelessprenatal.org/
IATSE Local 16	http://www.local16.org/
Ida B. Wells Continuation High School	http://www.sfusd.edu/en/schools/school-information/ida-b-wells.html
Immaculate Conception Academy	https://www.icacristorey.org/
Imprint.City - BayviewLIVE festival	https://www.imprintcity.org/
Independence High School	https://sfindependence.weebly.com/
Independent Living Resource Center San Francisco	https://www.ilrcsf.org/
Innovate Public Schools	https://innovateschools.org/
Japanese Community Youth Council	http://www.jcyc.org/
Jewish Community Center of San Francisco	https://www.jccsf.org/
John O'Connell High School	https://jochs-sfusd-ca.schoolloop.com/
June Jordan School for Equity	https://www.jjse.org/
KIPP Bayview Academy	https://www.kippbayarea.org/schools/bayview/
KTSF Channel 26	http://www.ktsf.com/

La Raza Community Resource Center	http://larazacrc.org/
Laguna Honda Hospital and Rehabilitation Center	https://lagunahonda.org/
Leadership High School	http://www.leadershiphigh.org/
League of Women Voters of San Francisco	https://www.lwvsf.org/
Lick-Wilmerding High School	https://www.lwhs.org/page
Lowell High School	https://lhs-sfusd-ca.schoolloop.com/
Lower Haight Merchants and Neighbors Association	http://www.lohamna.org/
Lutheran Social Services	https://www.lssnorcal.org/what_we_do/san-francisco-programs/
Mariposa Gardens	https://missionhousing.org/mhdc_project_type/mariposa-gardens/
Marlton Manor	https://www.mercyhousing.org/california-properties#San%20Fran%20Properties
Mary Helen Rogers Senior Community	https://www.chinatowncdc.org/our-portfolio/mary-helen-rogers-senior-community
Meals on Wheels	http://www.mowsf.org/
Merced Extension Triangle Neighborhood Association	https://metna.org/
Mercy High School	https://www.mercyhs.org/
Mercy Housing - Natalie Gubb commons	https://www.mercyhousing.org/california-properties#San%20Fran%20Properties
Mercy Terrace	https://www.mercyhousing.org/california-properties#San%20Fran%20Properties
Minna Lee Hotel	https://dishsf.org/homes/the-minna-lee/
Mission Creek Senior Community	https://www.mercyhousing.org/CA-Mission-Creek
Mission High School	https://mhs-sfusd-ca.schoolloop.com/
Mission Hiring Hall	https://missionhiringhall.org/
Mission Neighborhood Center	http://mnscsf.org/home/
Missionary Temple Christian Methodist Episcopal Church	https://www.facebook.com/pages/Missionary-Temple-Christian-Methodist-Episcopal-Church/116083545070074
Mo'Magic	https://momagic.org/
Mosaica Apartments	https://www.lssnorcal.org/what_we_do/san-francisco-programs/supportive-housing/mosaica-apartments.html
Neighborhood Baptist Church Health Ministry	https://www.facebook.com/Neighborhood-Baptist-Church-293704692253/
New Community Leadership Foundation	http://www.nclfinc.org/

North Beach Branch San Francisco Public Library	https://sfpl.org/?pg=0100001401
North East Medical Services (NEMS) - 1520 Stockton Clinic	http://www.nems.org/
North of Panhandle Neighborhood Association (NOPNA)	https://nopna.squarespace.com/
Northern California Presbyterian Homes & Services - Eastern Park Apartments	http://www.ncphs.org/affordable-housing/eastern-park-apartments-san-francisco/contact-info
Oceanview - Merced Heights - Ingleside Community Action Organization (OMI-CAO)	
Office of the Assessor-Recorder	https://www.sfassessor.org/
Older Women's League (OWL) San Francisco	http://www.owlsf.org/
Or Shalom Jewish Community	https://www.orshalom.org/
Phillip & Sala Burton Academic High School	http://www.burtonhighschool.net/
Portola Family Connections	http://portolafc.org/
Project Homeless Connect	https://www.projecthomelessconnect.org/
Providence Baptist Church	http://www.providencecares.org/index.php
Public Library of Science	https://www.plos.org/
Richmond Senior Center	http://www.ggsenior.org/index.html
River of Life Church-Vistacion Valley	http://www.riveroflifesf.org/
Russian Hill Neighbors	https://rhnsf.org/
Russian-American Community Services	https://www.racssf.org/
Ruth Asawa SOTA PTSA	http://www.sfsota-ptsa.org/
Ryan with Affirm	https://www.affirm.com/
Sacred Heart Cathedral Preparatory	https://www.shcp.edu/
San Francisco Aids Foundation (AIDS)	http://www.sfaf.org/
San Francisco Filipino Young Democrats	https://sfilipinoyoungdem.carrd.co/
San Francisco Gay Men's Chorus	https://www.sfgmc.org/welcome
San Francisco Housing Development Corporation (SFHDC)	http://sfhdc.org/
San Francisco Housing Development Corporation (SFHDC) - Oakdale	http://sfhdc.org/
San Francisco Housing Development Corporation (SFHDC) - Westbrook Residents	http://sfhdc.org/

San Francisco Housing Development Corporation (SFHDC) - WuYee Childrens Center	http://sfhdc.org/
San Francisco Mission Neighborhood Centers- Carnival and Cinco De Mayo	http://mnscsf.org/sfcincodemayo/
San Francisco Neighborhood Network	https://www.facebook.com/sanfrancisconeighborhoodnetwork/
San Francisco Office of Civic Engagement and Immigration Affairs (OCEIA)	https://sfgov.org/oceia/
San Francisco Office of the District Attorney	https://sfdistrictattorney.org/
San Francisco Senior Center - Aquatic Park Center	https://www.sfsenior.org/
San Francisco Senior Center (Downtown Location)	https://www.sfsenior.org/
San Francisco Shanghai Association	http://www.sfshanghai.org/?lang=en
San Francisco University High School	https://www.sfuhs.org/
San Francisco Veterans Affairs - Voluntary Service	https://www.sanfrancisco.va.gov/index.asp
Senior & Disability Action	https://sdaction.org/
SFPD Central Station	http://sanfranciscopolice.org/central-station
SFPD Community Relations	https://sanfranciscopolice.org/community-relations-unit-cru
SFPD Ingleside Station	http://sanfranciscopolice.org/ingleside-station
SFPD Mission Station	http://sanfranciscopolice.org/mission
SFPD Park Station	http://sanfranciscopolice.org/park-station
SFPD Southern Station	http://sanfranciscopolice.org/southern-station
SFPD Taraval Station	http://sanfranciscopolice.org/taraval-station
SFPD Tenderloin Police Station	http://sanfranciscopolice.org/tenderloin-station
SFPL - Project Read	https://sfpl.org/index.php?pg=2000886801
SFPL Chinatown/Him Mark Lai Branch	https://sfpl.org/index.php?pg=0100000501
SFPL Ocean View Branch	https://sfpl.org/index.php?pg=0100001501
SFPL Parkside Branch	https://sfpl.org/index.php?pg=0100002401
SFSU - Asian American Studies	http://aas.sfsu.edu/
Shipsape Community Center	https://www.onetreasureisland.org/community-center
Singtao Chinese Radio Station	http://www.chineseradio.com/main/
Solidarity Sundays	https://www.solidaritysundays.org/

SoMa Pilipinas Filipino Cultural Heritage District in San Francisco	https://www.somapilipinas.org/
St. Ignatius College Preparatory School	https://www.siprep.org/
Stepping Stones Adult Day Health Center - Mabini Center	https://www.steppingstonehealth.org/
Sterne School	https://www.sterneschool.org/
Sunday Streets - Bayview / Dogpatch	http://www.sundaystreetssf.com/
Sunday Streets - Excelsior	http://www.sundaystreetssf.com/
Sunday Streets - Mission	http://www.sundaystreetssf.com/
Sunday Streets - Tenderloin	http://www.sundaystreetssf.com/
Sunday Streets - Tenderloin	http://www.sundaystreetssf.com/
Sunday Streets - Western Addition	http://www.sundaystreetssf.com/
Sunday Streets / Livable City	https://www.livablecity.org/
Telemundo 48	https://www.telemundoareadela bahia.com/
Tenderloin Community School	https://www.bawcc.org/community_school/
Tenderloin Votes	https://www.fairfulfools.org/
The Academy - San Francisco @ McAteer	https://academysf-sfusd-ca.schoolloop.com/
The Arc of San Francisco	http://www.thearc.org/
The Carlisle	https://www.sunriseseniorliving.com/communities/the-carlisle/overview.aspx
The Commonwealth Club of California: San Francisco	www.commonwealthclub.org
The Department of Housing & Residence Life Academy of art University	https://www.academyart.edu/campus-athletics/housing/
The Dr. William L. Gee House	https://www.onlok.org/housing/
The Marsh San Francisco	https://themarsh.org/
The Sequoias	https://thesequoiasf.org/
The Urban School of San Francisco	https://www.urbanschool.org/
The Village	https://www.facebook.com/thevillagesf/
The Women's Building	https://womensbuilding.org/
Thurgood Marshall Academic High School	http://www.thurgoodmarshallphoenix.org/
Toolworks	https://www.toolworks.org/
UCSF - Department of Psychiatry, Division of Citywide Case Management Program	https://psych.ucsf.edu/zsfg/citywide

UCSF Students for Organized Medicine	https://meded.ucsf.edu/
United Democratic Club	https://www.uniteddems.org/
University of San Francisco (ASUSF)	https://www.usfca.edu/
Univision	https://www.univision.com/san-francisco/kdtv
Upper Noe Neighbors	http://uppernoeneighbors.com/
USCIS	https://www.uscis.gov/about-us/find-uscis-office/field-offices/california-san-francisco-field-office
Vera Haile Senior Housing	https://www.mercyhousing.org/CA-Vera-Haile
Western Park Apartments NCPHS Community Services	http://www.ncphs.org/affordable-housing/western-park-apartments-san-francisco
Yerba Buena Center for the Arts	https://www.ybca.org/
Zuckerberg San Francisco General Hospital and Trauma Center	https://zuckerbergsanfranciscogeneral.org/

Potential Partners

Organization Name

Web

All Hallows Roman Catholic Church	https://www.facebook.com/pages/All-Hallows-Roman-Catholic-Church/150761661606607
Allen Chapel	https://www.facebook.com/allenchapelsf/
Alliant International University, San Francisco	https://www.alliant.edu/
Arriba Juntos	http://www.arribajuntos.org/
Bay Area Medical Academy	http://www.bamasf.com/
Bayview Baptist Church	http://www.bayviewbc.org/
Bethel Christian Church	http://bethelsf.org/
Buddhist Church Of San Francisco	http://www.buddhistchurchofsanfrancisco.org/
California Vocational College	http://www.cvc-dentaltech.org/
Calvary Hill Community Church	http://www.calvaryhillsf.com/
Chinese Independent Baptist Church	http://www.cibcsf.org/
Cinta Aveda Institute	http://cintaaveda.edu/
Citizens Church of San Francisco	http://citizenssf.com/
City Church Of San Francisco	http://www.citychurchsf.org/
City College of San Francisco - Civic Center	https://www.ccsf.edu/en/our-campuses/civic-center.html

City College of San Francisco - Mission Center Library	https://www.ccsf.edu/en/our-campuses/mission.html
City College of San Francisco - Southeast Center Library	https://www.ccsf.edu/en/our-campuses/southeast.html
City College of San Francisco, Chinatown / North Beach Campus	https://www.ccsf.edu/en/our-campuses/chinatown-north-beach.html
City Life Church San Francisco	http://citylifefsf.com/
Cornerstone Church - Mission Campus	https://www.cornerstonesf.org/
Corpus Christi Church	http://corpuschristisf.org/
Cosmopolitan Baptist Church	
Eucharist Church	http://www.eucharistsf.org/
Experience Church	http://exp.church/
First Baptist Church San Francisco	http://firstsf.com/
First Burmese Baptist Church of San Francisco	http://www.fbbscf.org/
First Mennonite Church of San Francisco	http://www.menno.org/
First Unitarian Universalist Church & Center	http://www.uusf.org/
Forest Hill Christian Church	http://foresthilchristianchurch.org/
Galvanize - San Francisco	https://www.galvanize.com/san-francisco/campus
General Assembly San Francisco	https://generalassemb.ly/san-francisco
Glide Memorial United Methodist Church	http://www.glide.org/
Golden Gate University	http://www.ggu.edu/
Hack Reactor	http://www.hackreactor.com/
Hackbright Academy	https://hackbrightacademy.com/
Jewish Vocational Service	https://www.jvs.org/
Jones Memorial United Methodist	http://www.jonesumc.com/
Metropolitan Community Church of San Francisco	http://www.mccsf.org/
Mission Bay Community Church	http://www.missionbaycc.org/
Mission Language & Vocational School, Inc. (MLVS)	http://www.mlvschool.org/
Most Holy Redeemer Church	http://www.mhr.org/
New Home Missionary Baptist Church	https://www.facebook.com/newhomesf/
Noe Valley Ministry	http://www.noevalleyministry.org/

Noire Dame Des Victoires Church	http://www.ndvsf.org/church/
Radiance Christian Church (RCC)	http://radiancesf.org/
Reality SF	http://realitysfc.com/
Redemption Church San Francisco	http://redemptionsf.com/
Rithm School	https://www.rithmschool.com/
Saint Philip the Apostle Church	http://www.saintphilipparish.org/
Saints Peter and Paul Church	http://salesiansspp.org/
San Francisco Alliance in the Mission	http://sfamchurch.org/
San Francisco Art Institute	http://sfai.edu/contact-us
San Francisco Bible Church	http://www.sfbible.org/
San Francisco Central Seventh-day Adventist Church	https://www.sfcentralsda.org/
San Francisco Evangelical Free Church	http://www.sfefc.org/
San Francisco Film School	http://www.sanfranciscofilmschool.edu/
San Francisco Institute of Esthetics and Cosmetology	https://paulmitchell.edu/sanfrancisco
San Francisco Lighthouse Church	https://sflighthouse.org/
San Francisco State University	http://www.sfsu.edu/
SFFD Treasure Island Training Facility Building 600	http://www.sf-fire.org/
St Anthony of Padua Catholic Parish Church	http://stanthonycatholicchurchsf.com/
St Francis Lutheran Church	http://www.sflcsf.org/
St Paul's Catholic Church	http://www.stpaulsf.org/
St. Ignatius Church	http://www.stignatiussf.org/
St. Patrick's Catholic Church	http://www.stpatricksf.org/
Sunset Church	http://www.sunsetchurchsf.org/
Temple United Methodist Church	http://www.templeunitedmethodist.org/
The Art Institute of California - San Francisco	https://www.artinstitutes.edu/
The Korean Presbyterian Church of San Francisco	http://www.kpcsf.org/
Third Baptist Church of San Francisco	http://www.thirdbaptist.org/
Treasure Island Job Corps Center	http://treasureisland.jobcorps.gov/
True Hope Church	http://www.truehopesf.org/

Turning Heads	http://www.turningheads.org/
UC Hastings College of the Law	http://www.uchastings.edu/
University of the Pacific, Arthur A. Dugoni School of Dentistry	http://www.dental.pacific.edu/
Westmont in San Francisco	https://www.westmont.edu/san-francisco

Appendix D – Non-English Radio

Organization Name

KEST Radio

KIQI-AM

Singtao Chinese Radio Station

Univision Radio

Web

<http://kestradio.com>

<http://www.kiqi1010am.com/>

<http://www.chineseradio.com/main/>

<https://www.univision.com/musica/uforia-music/radio>



Administrative Report

N.2., File # 23-6484

Meeting Date: 1/23/2024

To: MAYOR AND CITY COUNCIL

**From: MICHAEL WEBB, CITY ATTORNEY
KAPOVICH WATERFRONT & ECON. DEV. DIRECTOR**

GREG

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING QUALIFICATIONS FOR APPOINTMENT TO THE HARBOR COMMISSION

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3268-24, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING SECTION 2-9.704 OF ARTICLE 7, CHAPTER 9, TITLE 2 OF THE REDONDO BEACH MUNICIPAL CODE REGARDING THE QUALIFICATIONS FOR APPOINTMENT TO THE HARBOR COMMISSION

EXECUTIVE SUMMARY

Appointments to the Harbor Commission must be made in accordance with Redondo Beach Municipal Code (RBMC) Section 2-9.704, which requires one member to be selected from a list of five (5) names submitted by the Redondo Beach Harbor and Redondo Pier Lessee's Association (HAPLA). HAPLA is no longer a functioning organization and pursuant to the City Council's direction on August 18, 2020, an amendment must be made to Section 2-9.704 of the RBMC to align with contemporary qualifications.

BACKGROUND

On August 18, 2020, City Council directed staff to return with a text amendment to remove any reference of HAPLA from (RBMC) Section 2-9.704 and replace it with reference to the two operating associations within the Waterfront called the King Harbor Association and the Redondo Pier Association. In addition, City Council directed staff to include language in the amendment in which the appointment would become an at-large appointment should the King Harbor Association and Redondo Pier Association fail to submit a list with 5 names in a given time period. The existing qualifications for the remaining appointments would remain unchanged and will continue to require training and experience as either an attorney, architect, engineer, business owner, real estate broker, accountant, property manager, contractor, commercial developer, or boat owner.

On September 1, 2020, the City Council voted to eliminate reference of HAPLA and instead have the King Harbor Association in consultation with the Redondo Pier Association, submit 5 names to the Waterfront and Economic Development Department for consideration. If less than 5 names are submitted or fail to qualify, as determined by the City Clerk, the appointment would become an at-large appointment.

On September 15, 2020, staff returned to City Council for a second reading of the proposed

amendment but the item was not approved due to concerns that the names of the identified associations, King Harbor Association and Redondo Pier Association, were inaccurate. The item was continued to a future City Council meeting.

Staff has verified that references to the King Harbor Association and Redondo Pier Association are accurate and is presenting City Council with the proposed amendment, which has been drafted by the City Attorney's Office and reviewed by the King Harbor Association and Redondo Pier Association.

COORDINATION

The proposed amendment to the qualifications for appointment to the Harbor Commission was coordinated by the City Attorney's Office in consultation with the Waterfront and Economic Development Department and representatives of the King Harbor Association and Redondo Pier Association.

FISCAL IMPACT

There is no fiscal impact associated with the proposed amendment.

ATTACHMENTS

- Amended Ordinance No. 3268-24, RBMC 2-9.704
- Ordinance- Redlined Version
- SOS Business Search - King Harbor Lessees' Association
- SOS Business Search - Redondo Pier Association

ORDINANCE NO. 3268-24

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH,
CALIFORNIA, AMENDING SECTION 2- 9.704 OF ARTICLE 7, CHAPTER 9, TITLE 2
OF THE REDONDO BEACH MUNICIPAL CODE REGARDING THE
QUALIFICATIONS FOR APPOINTMENT TO THE HARBOR COMMISSION**

WHEREAS, clarification regarding the qualifications for appointments to the Harbor Commission was necessary; and

WHEREAS, previously the City Council considered, discussed and gave direction to amend the section regarding the qualifications for appointment to the Harbor Commission; and

WHEREAS, this amendment to the municipal code would permit the King Harbor Lessees' Association in consultation with the Redondo Beach Pier Association to submit five names for consideration.

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

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.704 of the Redondo Beach Municipal Code is hereby amended to read as follows:

2-9.704 Qualifications for appointment.

Appointments to the Commission shall be in accordance with the following criteria:

(a) One member shall be a boat owner who regularly uses the boating facilities in King Harbor. The designee shall maintain boat ownership during his or her term of office. The sale of the boat, without the repurchase of another within one month after the sale, shall result in a vacancy in office. The boating representative is intended to represent and further the interests of the boaters in King Harbor.

(b) One member shall be selected from a list of not less than five (5) names to be submitted by the King Harbor Lessees' Association in consultation with the Redondo Pier Association. The five (5) names shall be submitted to the City Clerk's Department no later than 30 days prior to the close of the deadline for Commissioner applications. If less than five (5) names are submitted or less than five (5) names qualify for the appointment as determined by the City Clerk, the appointment becomes an at-large appointment.

ORDINANCE NO. 3268-24

ORDINANCE NO. 3268-24 AMENDING SECTION 2-9.704(b) OF THE REDONDO BEACH MUNICIPAL CODE

The Mayor and Council find and declare that the individual appointed as the harbor and pier lessee member of the Commission is intended to represent and further the interests of the harbor and pier lessees within the jurisdiction of the Commission and that such representation and furtherance will ultimately serve the public interests. Accordingly, the Mayor and Council find that, for the purposes of persons who hold such office, the harbor and pier lessees within the jurisdiction of the Commission are tantamount to and constitute a significant segment of the public generally within the meaning of Section 87103 of the [Government Code](#) of the State.

(c) Each of the remaining members of the Commission shall have training and experience in one of the following disciplines:

- (1) A State-registered civil or structural engineer, or five (5) years' practical experience in a related engineering field;
- (2) A member of the Bar of the State;
- (3) A State-licensed architect;
- (4) A certified public accountant, or an officer of a financial institution;
- (5) An oceanographer or marine engineer with five (5) years' practical experience;
- (6) A State-licensed real estate broker;
- (7) A property manager with five (5) years' practical experience;
- (8) A State-licensed general contractor;
- (9) A practicing economic or financial consultant with five (5) years' experience;
- (10) A commercial developer with five (5) years' experience;
- (11) An executive or owner/operator of a business;
- (12) A management level employee with five (5) years' practical experience with a public or governmental entity; and
- (13) A management level employee with at least five (5) years' experience in harbor recreational development.

No discipline shall be represented by more than one member. (§ 3, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, and

§ 1, Ord. 2509 c.s., eff. September 1, 1988, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993)

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

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

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

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2024.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Ordinance No. 3268-24 was introduced at a regular meeting of the City Council held on the 23rd day of January, 2024, and approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the ____ day of _____, 2024, and there after signed and approved by the Mayor and attested by the City Clerk, and that said ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

ORDINANCE NO. *****

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING SECTION 2- 9.704 OF ARTICLE 7, CHAPTER 9, TITLE 2 OF THE REDONDO BEACH MUNICIPAL CODE REGARDING THE QUALIFICATIONS FOR APPOINTMENT TO THE HARBOR COMMISSION

WHEREAS, clarification regarding the qualifications for appointments to the Harbor Commission was necessary; and

WHEREAS, previously the City Council considered, discussed and gave direction to amend the section regarding the qualifications for appointment to the Harbor Commission; and

WHEREAS, this amendment to the municipal code would permit the King Harbor Lessees' Association in consultation with the Redondo Beach Pier Association to submit five names for consideration.

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

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SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.704 of the Redondo Beach Municipal Code is hereby amended to read as follows:

2-9.704 Qualifications for appointment.

Appointments to the Commission shall be in accordance with the following criteria:

(a) One member shall be a boat owner who regularly uses the boating facilities in King Harbor. The designee shall maintain boat ownership during his or her term of office. The sale of the boat, without the repurchase of another within one month after the sale, shall result in a vacancy in office. The boating representative is intended to represent and further the interests of the boaters in King Harbor.

(b) One member shall be selected from a list of not less than five (5) names to be submitted by the ~~harbor and pier lessees, such list to be approved by a majority of the harbor and pier lessees.~~ King Harbor Lessees' Association in consultation with the

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[ORDINANCE NO. O-XXXX-XXX](#)

[ORDINANCE NO. X-XXXX-XX AMENDING SECTION 2-9.704\(b\) OF THE REDONDO BEACH MUNICIPAL CODE](#)

[PAGE NO. #1](#)

Redondo Pier Association. The five (5) names shall be submitted to the City Clerk's Department no later than 30 days prior to the close of the deadline for Commissioner applications. If less than five (5) names are submitted or less than five (5) names qualify for the appointment as determined by the City Clerk, the appointment becomes an at-large appointment.

—

The Mayor and Council find and declare that the individual appointed as the harbor and pier lessee member of the Commission is intended to represent and further the interests of the harbor and pier lessees within the jurisdiction of the Commission and that such representation and furtherance will ultimately serve the public interests. Accordingly, the Mayor and Council find that, for the purposes of persons who hold such office, the harbor and pier lessees within the jurisdiction of the Commission are tantamount to and constitute a significant segment of the public generally within the meaning of Section 87103 of the [Government Code](#) of the State.

(c) Each of the remaining members of the Commission shall have training and experience in one of the following disciplines:

- (1) A State-registered civil or structural engineer, or five (5) years' practical experience in a related engineering field;
- (2) A member of the Bar of the State;
- (3) A State-licensed architect;
- (4) A certified public accountant, or an officer of a financial institution;
- (5) An oceanographer or marine engineer with five (5) years' practical experience;
- (6) A State-licensed real estate broker;
- (7) A property manager with five (5) years' practical experience;
- (8) A State-licensed general contractor;
- (9) A practicing economic or financial consultant with five (5) years' experience;
- (10) A commercial developer with five (5) years' experience;
- (11) An executive or owner/operator of a business;

(12) A management level employee with five (5) years' practical experience with a public or governmental entity; and

(13) A management level employee with at least five (5) years' experience in harbor recreational development.

No discipline shall be represented by more than one member. (§ 3, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, and § 1, Ord. 2509 c.s., eff. September 1, 1988, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993)

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

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

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

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2024.

William C. Brand, Mayor

APPROVED AS TO FORM: _____ ATTEST: _____

Michael W. Webb, City Attorney _____ Eleanor Manzano, CMC, City Clerk _____

ORDINANCE NO. O-XXXX-XXX
ORDINANCE NO. X-XXXX-XX AMENDING SECTION 2-9.704(b) OF THE REDONDO BEACH MUNICIPAL CODE
PAGE NO. #3

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Ordinance No. O-_____ was introduced at a regular meeting of the City Council held on the 23rd day of January, 20243, and approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the _____ day of _____, 20234, and there after signed and approved by the Mayor and attested by the City Clerk, and that said ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

ORDINANCE NO. O-XXXX-XXX
ORDINANCE NO. X-XXXX-XX AMENDING SECTION 2-9.704(b) OF THE REDONDO BEACH MUNICIPAL CODE
PAGE NO. #4

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The California Business Search provides access to available information for **corporations, limited liability companies and limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, **a basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The

KING HARBOR LESSEES' ASSOCIATION (4545981)



Request Certificate

Initial Filing Date	12/30/2019
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Nonprofit Corporation - CA - Mutual Benefit
Principal Address	N/A
Mailing Address	PO BOX 689, 318 AVENUE I REDONDO BEACH, CA90277
Statement of Info Due Date	12/31/2025
Agent	Individual CHRIS BREDESEN 1820 SOUTH ELENA AVE, SUITE L REDONDO BEACH, CA 90277



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An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2)select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

King Harbor Lessees' Associat

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KING HARBOR LESSEES' ASSOCIATION (4545981)



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Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
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KING HARBOR LESSEES' ASSOCIATION (4545981)



12/30/2019

Active

Nonprofit Corporation - CA - Mutual Benefit

KING HARBOR LESSEES' ASSOCIATION (4545981)



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<i>Status</i>	Active
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<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Nonprofit Corporation - CA - Mutual Benefit
<i>Principal Address</i>	N/A
<i>Mailing Address</i>	PO BOX 689, 318 AVENUE I REDONDO BEACH, CA90277
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REDONDO PIER ASSOCIATION
(3759801)



Request Certificate

Initial Filing Date	02/23/2015
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Nonprofit Corporation - CA - Mutual Benefit
Principal Address	107 W. TORRANCE BLVD STE 200 REDONDO BEACH, CA 90277
Mailing Address	107 W. TORRANCE BLVD STE 200 REDONDO BEACH, CA 90277
! Statement of Info Due Date	02/28/2023
Agent	Individual DANIEL LEE 107 W. TORRANCE BLVD STE 200 REDONDO BEACH, CA 90277

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Redondo Pier Association 

Advanced 

[Skip to main content](#) State

REDONDO PIER ASSOCIATION
(3759801)



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Standing - SOS	Good
Standing - FTB	Good
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Standing - VCFCF	Good
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REDONDO BEACH HARBOR AND PIER LESSEES ASSOCIATION (1057579)



10/19/1981

Terminated - FTB Admin

Nonprofit Corporation - CA - Mutual Benefit

REDONDO PIER ASSOCIATION (3759801)



02/23/2015

Active

Nonprofit Corporation - CA - Mutual Benefit

REDONDO PIER ASSOCIATION (3759801)



Request Certificate

<i>Initial Filing Date</i>	02/23/2015
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Nonprofit Corporation - CA - Mutual Benefit
<i>Principal Address</i>	107 W. TORRANCE BLVD STE 200 REDONDO BEACH, CA 90277
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! Statement of Info Due Date	02/28/2023
<i>Agent</i>	Individual DANIEL LEE 107 W. TORRANCE BLVD STE 200 REDONDO BEACH, CA 90277

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND FOSTER & FOSTER CONSULTING ACTUARIES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Foster & Foster Consulting Actuaries, Inc., a Florida corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

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

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

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

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

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

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

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents

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

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City

shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 23rd day of January, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

FOSTER & FOSTER CONSULTING
ACTUARIES, INC., a Florida corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

Consultant shall perform the following duties:

- A. Perform a full consulting actuarial valuation report of the City's retiree healthcare plan ("Plan") for June 30, 2023.

The valuation report shall provide:

1. Plan's June 30, 2023 funding status as of June 30, 2023;
2. Fiscal year 2024/25 and 2025/26 actuarially determined contributions (ADC); and
3. Basis for fiscal year 2023/24 and 2024/25 GASB 75 accounting information.

The valuation report shall include:

1. Review of funding and GASB 75 valuation reports;
2. Discussion of City's funding policy and projected contributions;
3. Historical valuation results, asset and demographic information;
4. Results provided separately by Tier 1 / Tier 2, Safety / Miscellaneous, cash / implied subsidy and medical / life insurance groups;
5. Gain and loss analysis with changes in the Actuarial Accrued Liability since the June 30, 2021 actuarial valuation;
6. 10-year projection of City contributions and benefit payments;
7. Statistical comparison of City results with other Consultant OPEB actuarial valuations;
8. Discussion of upcoming OPEB and CalPERS issues; and
9. Detailed participant statistics, including summary of the Plan and coverage elections.

- B. Provide GASB 75 accounting information for the 2023/24 and 2024/25 fiscal years in two separate reports. Each GASB 75 reports shall include all actuarial information necessary for GASB 75 including notes, RSI, supporting exhibits and calculations and journal entries.

- C. Provide the funding valuation report including actuarial certification, and the California Employers' Retiree Benefit Trust ("CERBT") valuation packet required by CalPERS. The report format shall be a certified discussion

outline (acceptable to CalPERS).

- D. Meet with the City via video conference or in-person meeting if feasible to review the Plan provisions, census data, actuarial methods and assumptions, and valuation results of each report.
- E. Request and utilize additional data depending on Consultant's review of the Plan design.
- F. Delete any files that include Social Security numbers and request revised files.
- G. Complete the June 30, 2023 actuarial valuation within to eight to ten weeks after receipt of the information described in Section II of this Exhibit "A"; provided, however, the City has replied to Consultant's questions after its initial review of the data provided.
- H. Complete FY2023/24 GASB 75 report (based on 06/30/23 valuation) by September 2024.
- I. Complete FY2024/25 GASB 75 report (06/30/23 valuation rolled forward to 06/30/24 measurement date) by September 2025.
- J. Data Security and Privacy Compliance
 - 1. Implement and maintain robust data security measures to protect sensitive and personal data received during the course of this project. These measures shall comply with industry best practices and applicable laws and regulations.
 - 2. Ensure full compliance with all relevant data protection laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), General Data Protection Regulation ("GDPR"), and any local privacy laws applicable to the handling of employee data.
 - 3. In the event of a data breach or unauthorized access to sensitive data, Consultant shall promptly notify the City and cooperate fully in the investigation and mitigation of the breach. Immediate steps shall be taken to secure the data and prevent any further breach.
 - 4. Upon the expiration or termination of this Agreement, Consultant must either return all sensitive data to the City or ensure its secure destruction. Consultant must provide a certificate of data destruction or return, as applicable.

II. CITY'S DUTIES

City will perform the following duties.

- A. Provide written summary of the City's Plan provisions, including a description of the City's contributions for active and retired employees, noting any changes since the June 30, 2021 valuation.
- B. Provide copies of the most recent MOUs for employee bargaining groups and agreements for unrepresented groups, provided that information is not available on the City's website.
- C. Provide the City's August 2023 CalPERS PEMHCA monthly employer billing roster including detailed participant listing (actives and retirees).
- D. Provide updated life insurance premiums rates for active employees and retirees for 2023 and 2024 if available.
- E. Provide the City's most current CalPERS PEMHCA resolution(s) if changed since June 30, 2021.
- F. Provide dollar amount of two-party HMO Fire and Teamsters cap for 2023 and 2024.
- G. Provide all quarterly CalPERS CERBT trust statements, including any benefit disbursements and contributions made since June 30, 2021.
- H. Provide June 30, 2023 CalPERS PEMHCA database extract for active and retired participants in an Excel workbook format, completely and accurately with one record per participant and add additional columns with the following data:
 1. Active Data: CalPERS pension plan tier (2% @ 55, 2% @ 60, 2% @ 62, 3% @ 50, 3% @ 55, 2.7% @ 57, etc.), bargaining or employee group, indicator if employee is eligibility for OPEB and estimated annualized PERSable compensation.
 2. Retiree Data: Portion of premium paid by the City outside of PEMHCA, life insurance coverage amount and premium paid for retirees and their spouses, indicator if City pays spouse portion for retiree, bargaining or employee group, vesting percentages, and indicator or listing of all Limited Early Retirement Incentive Benefit recipients and associated cap for 2023.
 3. In no event shall City provide Social Security numbers on any of the information provided.

- I. At the City's discretion, provide additional data requested by Consultant, which will be based on its review of the City's retiree medical plan design.

EXHIBIT “B”

TERM AND TIME OF COMPLETION

TERM. The term of this Agreement shall commence on January 23, 2024 and expire December 31, 2025, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the following schedule for the services described in Exhibit "A".

Project	Fees
Funding actuarial valuation report and meeting 06/30/23 funded status FY 24/25 and 25/26 recommended contributions CERBT valuation packet	\$18,500
FY2023/24 GASB 75 Report (based on 06/30/23 valuation)	\$2,750
FY2024/25 GASB 75 Report (06/30/23 valuation rolled forward to 06/30/24 measurement date)	\$2,750
TOTAL	\$24,000

In the event the City requests any work outside the scope of work described in Exhibit "A", Contractor shall be paid in accordance with the following hourly rate schedule.

Position	Hourly Rates
Senior Consulting Actuary	\$425
Consulting Actuary	\$375
Senior Actuarial Analyst	\$325
Actuarial Analyst	\$250

Notwithstanding the foregoing, Consultant's total compensation shall not exceed \$26,500.

- II. **METHOD OF PAYMENT.** Consultant shall provide an invoice upon completion of services described in Exhibit "A". Invoices must include a description of the services performed, dates of service, applicable fee, the staff position, hourly rate, number of hours, subtotal, and total amount. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- III. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that services are completed to the City's reasonable satisfaction.
- IV. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties:

Consultant: Foster & Foster Consulting Actuaries, Inc.
411 Borel Ave, Suite 620
San Mateo, CA 94402
Attention: Drew Ballard, Senior Consulting Actuary

City: City of Redondo Beach
Financial Services
415 Diamond St, Door 1
Redondo Beach, CA 90277
Attention: Wendy Collazo, Finance Director

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

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Job Description

ACTUARIAL CONSULTANTS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____



EVANSTON INSURANCE COMPANY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- LIQUOR LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$629 (Check box if fully earned <input type="checkbox"/>)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".