

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, February 10, 2026**

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

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

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

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

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://redondo.zoomgov.com/webinar/register/WN_t8jPPUm6RbCHd-6sH6nE3A

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

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

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

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

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

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

4:30 P.M. - CLOSED SESSION - ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

B. ROLL CALL

C. SALUTE TO FLAG AND INVOCATION

D. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

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

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

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

F. RECESS TO CLOSED SESSION

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

Katherine Buck, Waterfront & Economic Development Manager

Larry Kosmont, Kosmont Companies

PROPERTY:

123 International Boardwalk, Redondo Beach, CA 90277

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

NEGOTIATING PARTIES:

Various Prospective Tenants

UNDER NEGOTIATION:

Price and Terms

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

Name of case:

Jenna Wolfinger v. City of Redondo Beach
WCAB No: ADJ18194976

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

Name of case:
Catherine Garcia v. City of Redondo Beach
WCAB No: ADJ17733282

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

Name of case:
Cartessa Prim v. City of Redondo Beach Housing Authority, and James A. Light, in his official capacity as Chairman of the City of Redondo Beach Housing Authority
Case Number: 26STCP00464

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

AGENCY NEGOTIATORS:
Mike Witzansky, City Manager
Luke Smude, Assistant to the City Manager

PROPERTY:
3007 Vail Ave., Redondo Beach, CA 90278
(a portion of APN: 415-001-7931)
Parking Lot at the Corner of Felton Ln. and 182nd St., Redondo Beach, CA 90278
(APN: 415-803-3900)
715 Julia Ave, Redondo Beach, CA 90277
(portion of parcels APN: 750-702-0900 and APN: 750-702-1900)
1935 Manhattan Beach Blvd., Redondo Beach, CA 90278
(APN: 404-900-8903)
807 Inglewood Ave., Redondo Beach, CA 90278
(a Portion of APN: 408-302-4900)
200 N. Pacific Coast Highway, Redondo Beach, CA 90277
(a portion of APN: 750-500-9902)

NEGOTIATING PARTIES:
Dr. Nicole Wesley, Superintendent
Redondo Beach Unified School District

UNDER NEGOTIATION:
Both Price and Terms

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

-

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

Katherine Buck, Waterfront & Economic Development Manager

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
(portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:

Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:

Price and Terms

- F.7.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot
(portions of APN #s: 7503-029-900 and 7503-029-903)

Portions of King Harbor turn basin and hand launch

NEGOTIATING PARTIES:

Adam Brzyski, Game On Live Studio, Water Polo Program Coordinator

UNDER NEGOTIATION:

Price and Terms

- F.8.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
(portions of APN #s: 7503-029-900 and 7503-029-903)

Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

NEGOTIATING PARTIES:

Kellie Hawkins, Englander Knabe & Allen on Behalf of Nike, Inc.

UNDER NEGOTIATION:

Price and Terms

- F.9.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

PROPERTY:

Portions of Catalina Avenue, Avenue H, Elena Avenue, and Esplanade

NEGOTIATING PARTIES:

Mike Ward, VR Promotions and Events

UNDER NEGOTIATION:

Price and Terms

- 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/
AB 1234 TRAVEL EXPENSE REPORTS**
- E. APPROVE ORDER OF AGENDA**
- F. AGENCY RECESS**
- G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS**

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

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

- H. CONSENT CALENDAR**

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

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

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF FEBRUARY 10, 2026

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 CONTRACTS UNDER \$35,000:

1. APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICES FUNDING AGREEMENT WITH HARBOR INTERFAITH SERVICES, INC. FOR STREET OUTREACH AND ENGAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$7,537 FOR THE TERM JULY 1, 2025 TO JUNE 30, 2026

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

2. APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICES FUNDING AGREEMENT WITH ST. PAUL'S UNITED METHODIST CHURCH, REDONDO BEACH FOR PROJECT NEEDS PROGRAM SERVICES IN AN AMOUNT NOT TO EXCEED \$10,864 FOR THE TERM JULY 1, 2025 TO JUNE 30, 2026

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

H.4. APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION REQUESTING AN EXEMPTION FROM COMPLIANCE WITH THE BUSINESS LICENSE TAX RATES ESTABLISHED IN REDONDO BEACH MUNICIPAL CODE SECTION 6-1.22, AS PER SECTION 6-1.08 OF THE CODE, SUBMITTED BY THE REDONDO BEACH CHAMBER OF COMMERCE FOR THE 2026 SUPER BOWL 10K/5K RACE AND THE ASSOCIATED HEALTH AND FITNESS EXPO

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.5. APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH MELAD AND ASSOCIATES INC. FOR COMPREHENSIVE PLAN CHECK SERVICES AND INSPECTION AND PERMIT TECHNICIAN STAFFING SUPPORT TO INCREASE THE AGREEMENT AMOUNT BY \$160,000 FOR A NEW TOTAL NOT TO EXCEED \$500,000

APPROVE AN AMENDMENT TO THE AGREEMENT WITH TRANSTECH TO PROVIDE COMPREHENSIVE PLAN CHECK SERVICES AND INSPECTION AND PERMIT TECHNICIAN STAFFING SUPPORT TO INCREASE THE AGREEMENT AMOUNT BY \$100,000 FOR A NEW TOTAL NOT TO EXCEED \$200,000

APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH BOWMAN INFRASTRUCTURE ENGINEERS INC. TO PROVIDE COMPREHENSIVE PLAN CHECK SERVICES AND INSPECTION AND PERMIT TECHNICIAN STAFFING SUPPORT TO INCREASE THE AGREEMENT AMOUNT BY \$370,000 FOR A NEW

TOTAL NOT TO EXCEED \$470,000

APPROVE THE SECOND AMENDMENT WITH ROBERT HALF TO PROVIDE ADMINISTRATIVE STAFFING SUPPORT IN THE BUILDING AND SAFETY DIVISION TO INCREASE THE AGREEMENT AMOUNT BY \$50,000 FOR A NEW TOTAL NOT TO EXCEED \$115,000

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

- H.6.** APPROVE A MAINTENANCE AGREEMENT WITH FERANDELL TENNIS COURTS, INC. TO RESURFACE AND RESTRIPE THE TENNIS COURTS AT ALTA VISTA PARK AND CONVERT ONE OF THE TENNIS COURTS TO FOUR PICKLEBALL COURTS FOR AN AMOUNT NOT TO EXCEED \$107,408 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

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 IMPLEMENTING A LICENSING AGREEMENT TO PRODUCE AND MARKET CITY-BRANDED APPAREL USING THE UPDATED CITY LOGO

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

- N.2.** DISCUSSION AND POSSIBLE ACTION REGARDING THE RESULTS OF THE PUBLIC OPINION SURVEY RELATED TO THE CITY'S COMMERCIAL RETAIL CANNABIS REGULATORY PROGRAM

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

Katherine Buck, Waterfront & Economic Development Manager

Larry Kosmont, Kosmont Companies

PROPERTY:

123 International Boardwalk, Redondo Beach, CA 90277

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

NEGOTIATING PARTIES:

Various Prospective Tenants

UNDER NEGOTIATION:

Price and Terms

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

Name of case:

Jenna Wolfinger v. City of Redondo Beach

WCAB No: ADJ18194976

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

Name of case:

Catherine Garcia v. City of Redondo Beach

WCAB No: ADJ17733282

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

Name of case:

Cartessa Prim v. City of Redondo Beach Housing Authority, and James A. Light, in his official capacity as Chairman of the City of Redondo Beach Housing Authority

Case Number: 26STCP00464

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

AGENCY NEGOTIATORS:

Mike Witzansky, City Manager

Luke Smude, Assistant to the City Manager

PROPERTY:

3007 Vail Ave., Redondo Beach, CA 90278

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

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(APN: 415-803-3900)

715 Julia Ave, Redondo Beach, CA 90277

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

1935 Manhattan Beach Blvd., Redondo Beach, CA 90278

(APN: 404-900-8903)

807 Inglewood Ave., Redondo Beach, CA 90278

(a Portion of APN: 408-302-4900)

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

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

NEGOTIATING PARTIES:

Dr. Nicole Wesley, Superintendent

Redondo Beach Unified School District

UNDER NEGOTIATION:

Both Price and Terms

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

Katherine Buck, Waterfront & Economic Development Manager

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon

(portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:

Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:

Price and Terms

- R.7.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot

(portions of APN #s: 7503-029-900 and 7503-029-903)

Portions of King Harbor turn basin and hand launch

NEGOTIATING PARTIES:

Adam Brzyski, Game On Live Studio, Water Polo Program Coordinator

UNDER NEGOTIATION:

Price and Terms

- R.8.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon

(portions of APN #s: 7503-029-900 and 7503-029-903)

Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

NEGOTIATING PARTIES:

Kellie Hawkins, Englander Knabe & Allen on Behalf of Nike, Inc.

UNDER NEGOTIATION:

Price and Terms

- R.9.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

PROPERTY:

Portions of Catalina Avenue, Avenue H, Elena Avenue, and Esplanade

NEGOTIATING PARTIES:

Mike Ward, VR Promotions and Events

UNDER NEGOTIATION:

Price and Terms

S. RECONVENE TO OPEN SESSION

T. ADJOURNMENT

- T.1.** ADJOURN IN MEMORY OF DAVID POSTER, 99 YEAR OLD REDONDO BEACH RESIDENT

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 17, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



Administrative Report

F.1., File # 26-0072

Meeting Date: 2/10/2026

TITLE

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

Katherine Buck, Waterfront & Economic Development Manager

Larry Kosmont, Kosmont Companies

PROPERTY:

123 International Boardwalk, Redondo Beach, CA 90277

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

NEGOTIATING PARTIES:

Various Prospective Tenants

UNDER NEGOTIATION:

Price and Terms



Administrative Report

F.2., File # 26-0155

Meeting Date: 2/10/2026

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

Name of case:

Jenna Wolfinger v. City of Redondo Beach

WCAB No: ADJ18194976



Administrative Report

F.3., File # 26-0156

Meeting Date: 2/10/2026

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

Name of case:

Catherine Garcia v. City of Redondo Beach

WCAB No: ADJ17733282



Administrative Report

F.4., File # 26-0169

Meeting Date: 2/10/2026

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

Name of case:

Cartessa Prim v. City of Redondo Beach Housing Authority, and James A. Light, in his official capacity as Chairman of the City of Redondo Beach Housing Authority

Case Number: 26STCP00464



Administrative Report

F.5., File # 26-0172

Meeting Date: 2/10/2026

TITLE

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

AGENCY NEGOTIATORS:

Mike Witzansky, City Manager

Luke Smude, Assistant to the City Manager

PROPERTY:

3007 Vail Ave., Redondo Beach, CA 90278

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

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

(APN: 415-803-3900)

715 Julia Ave, Redondo Beach, CA 90277

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

1935 Manhattan Beach Blvd., Redondo Beach, CA 90278

(APN: 404-900-8903)

807 Inglewood Ave., Redondo Beach, CA 90278

(a Portion of APN: 408-302-4900)

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

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

NEGOTIATING PARTIES:

Dr. Nicole Wesley, Superintendent

Redondo Beach Unified School District

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

F.6., File # 26-0174

Meeting Date: 2/10/2026

TITLE

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront & Economic Development Director

Katherine Buck, Waterfront & Economic Development Manager

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
(portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:

Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:

Price and Terms



Administrative Report

F.7., File # 26-0178

Meeting Date: 2/10/2026

TITLE

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot

(portions of APN #s: 7503-029-900 and 7503-029-903)

Portions of King Harbor turn basin and hand launch

NEGOTIATING PARTIES:

Adam Brzyski, Game On Live Studio, Water Polo Program Coordinator

UNDER NEGOTIATION:

Price and Terms



Administrative Report

F.8., File # 26-0179

Meeting Date: 2/10/2026

TITLE

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
(portions of APN #s: 7503-029-900 and 7503-029-903)

Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

NEGOTIATING PARTIES:

Kellie Hawkins, Englander Knabe & Allen on Behalf of Nike, Inc.

UNDER NEGOTIATION:

Price and Terms



Administrative Report

F.9., File # 26-0180

Meeting Date: 2/10/2026

TITLE

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Elizabeth Hause, Community Services Director

PROPERTY:

Portions of Catalina Avenue, Avenue H, Elena Avenue, and Esplanade

NEGOTIATING PARTIES:

Mike Ward, VR Promotions and Events

UNDER NEGOTIATION:

Price and Terms



Administrative Report

G.1., **File #** 26-0153

Meeting Date: 2/10/2026

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.1., File # 26-0154

Meeting Date: 2/10/2026

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

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF FEBRUARY 10, 2026

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council
Posting Type	Adjourned & Regular Agenda
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers
Meeting Date & Time	February 10, 2026 4:30 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: February 5, 2026



Administrative Report

H.2., File # 26-0166

Meeting Date: 2/10/2026

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 # 26-0133

Meeting Date: 2/10/2026

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

TITLE

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICES FUNDING AGREEMENT WITH HARBOR INTERFAITH SERVICES, INC. FOR STREET OUTREACH AND ENGAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$7,537 FOR THE TERM JULY 1, 2025 TO JUNE 30, 2026

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

2. APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICES FUNDING AGREEMENT WITH ST. PAUL'S UNITED METHODIST CHURCH, REDONDO BEACH FOR PROJECT NEEDS PROGRAM SERVICES IN AN AMOUNT NOT TO EXCEED \$10,864 FOR THE TERM JULY 1, 2025 TO JUNE 30, 2026

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

EXECUTIVE SUMMARY

Approve Contracts Under \$35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt, Signature & Insurance - Harbor Interfaith Services, Inc.
- Agmt, Signature & Insurance - St. Paul's United Methodist Church, Redondo Beach

CITY OF REDONDO BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE FUNDING AGREEMENT

Contractor: HARBOR INTERFAITH SERVICES, INC.

Project Title: STREET OUTREACH AND ENGAGEMENT PROGRAM

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**AGREEMENT
BETWEEN
THE CITY OF REDONDO BEACH
AND
HARBOR INTERFAITH SERVICES, INC.
RELATING TO
STREET OUTREACH AND ENGAGEMENT PROGRAM**

THIS AGREEMENT ("Agreement") is entered into between the City of Redondo Beach, a chartered municipal corporation ("City") and Harbor Interfaith Services, Inc., a California nonprofit corporation ("Contractor"), with reference to the following: Street Outreach and Engagement Program.

WITNESSETH

WHEREAS, the City has entered into a Grant Agreement with the United States Department of Housing and Urban Development, ("HUD"), pursuant to Title I of the Housing and Community Development Act of 1974, as amended, to address the community development needs of the City (the "HUD Grant Agreement");

WHEREAS, the City has received the Community Development Block Grant ("CDBG") from HUD to administer City programs as described in the HUD Grant Agreement;

WHEREAS, the City Community Services Department has been designated by the City to provide for proper planning, coordination and administration of these programs;

WHEREAS, the City Community Services Department cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out these programs;

WHEREAS, the project which is the subject of this Agreement has been established by the City as one of the above described programs, and has been approved by the City Council and the Mayor of the City of Redondo Beach; and

WHEREAS, the City wishes to engage the Contractor to provide the services described herein to carry out this project.

NOW, THEREFORE, the City and the Contractor agree as follows:

AGREEMENT

ARTICLE I

INTRODUCTION AND CONDITIONS PRECEDENT

101. **Parties to the Agreement**

The parties to this Agreement are:

1. The City of Redondo Beach, a chartered municipal corporation, having its principal office at 415 Diamond Street, Redondo Beach, California 90277.
2. Harbor Interfaith Services, Inc., a California nonprofit corporation organized under the laws of the State of California, having its principal offices at 670 West 9th Street, San Pedro, California 90731.

102. **Representatives of the Parties and Service of Notices**

The representatives of the respective parties to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the City shall be, unless otherwise stated in the Agreement:
Elizabeth Hause, Community Services Director
Community Services Department
1922 Artesia Boulevard
Redondo Beach, California 90278
2. The Administrative representative of the Contractor shall be:
Tahia Hayslet, Executive Director
Harbor Interfaith Services, Inc.
670 West 9th Street
San Pedro, California 90731
3. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail. Notice by mail shall be deemed communicated as of the date of mailing.

103. **Time of Performance**

The term of this Agreement shall commence on July 1, 2025 and end June 30, 2026, which is subject to the provisions of sections 301, 302, and 701 herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in section 601.

104. Conditions Precedent

- A. Prior to the execution of this Agreement, the parties have cooperated in the preparation of the following:
 - 1. Program Budget. A summary by cost category of the projected annual expenditures for approved CDBG-funded items and salaries. Budgets described herein shall be adhered to unless modified and approved in writing as provided by section 606 of this Agreement. The Program Budget is attached hereto as Exhibit I, and by this reference incorporated herein.
 - 2. Job Descriptions. A compilation of individual job descriptions for all CDBG-funded personnel attached hereto as Exhibit II, and by this reference incorporated herein.
- B. Prior to the execution of this Agreement, the Contractor shall provide the City with copies of the following documents:
 - 1. Contractor's Articles of Incorporation, and all amendments thereto, as filed with the Secretary of State.
 - 2. Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.
 - 3. Resolutions or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents.

ARTICLE II

DUTIES AND POWERS OF THE CONTRACTOR

201. Services to be Provided by the Contractor

- A. Client Eligibility
 - 1. Fifty-one percent (51%) of the total persons served under this Agreement shall meet the low and moderate income guidelines as determined by HUD, as described in Exhibit III, attached hereto and by this reference incorporated herein.
 - 2. The Contractor shall document income and residency for CDBG-funded outpatient clients as provided in Exhibit IV, attached hereto and by this reference incorporated herein. Income documentation is not required for shelter clients.
 - 3. The Contractor shall submit a "Monthly Summary Sheet," as provided in Exhibit V, attached hereto and by this reference incorporated herein, with each request for payment. The City in its sole discretion, may withhold payment if Contractor does not submit

the Monthly Summary Sheet.

B. Services to be Provided

1. Contractor shall identify and engage to proactively locate unhoused individuals in Redondo Beach and offer pathways to housing and stability.
2. Contractor shall provide case management tailored to individual needs, including housing placement, job readiness, and access to mental health and substance use resources.
3. Contractor shall provide resource connections by assisting with securing vital documents, such as IDs and Social Security cards, offering life skills workshops, and connecting Pallet Shelter residents to employment opportunities.
4. Contractor shall work cooperatively with the City (and other non-profit organizations at the City's request) in its efforts to implement programs that reduce the impact of homelessness within the City. At City's request, Contractor shall send a representative to attend (1) a one-day South Bay Homeless Summit and (2) a one-day training workshop on Los Angeles County's Coordinated Entry System (including Coordinated Entry Assessment Tool training).

C. Intended Beneficiaries

1. Contractor shall ensure at least ten (10) City residents shall be served during the contract period.

ARTICLE III

DUTIES OF THE CITY

301. Compensation

- A. The City shall pay to the Contractor an amount not to exceed \$7,537 for complete and satisfactory performance of the terms of this Agreement; for the period July 1, 2025 through June 30, 2026 only; subject to the provisions of sections 302 and 605 of this Agreement.
- B. Funding for the periods set forth by the foregoing Subsection A is subject to change in accordance with the availability of CDBG funds provided to the City by HUD. The City reserves the right to change the amount of Compensation set forth herein accordingly.
- C. The City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Agreement and as understood by both parties that the City makes no commitment to fund this project beyond the term of this Agreement.

- D. Contractor may be reimbursed for expenditures that exceed individual cost categories as outlined in Exhibit I, provided that the total amount requested for reimbursement does not exceed the total amount set forth in Section 301.A.

302. Funding of the Agreement

Notwithstanding the provision of section 103, Time of Performance, concerning the term of the Agreement, funding shall be provided according to the following provision:

Funding for the period July 1, 2025 through June 30, 2026 shall be as set forth by section 301, Compensation herein and is subject to changes set forth by the foregoing subsection 301.C.

ARTICLE IV

METHOD AND TIME OF PAYMENT

401. Payment to the Contractor

- A. The Contractor shall be reimbursed for all expenses authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement.
- B. Unless other arrangements are made, the City will issue reimbursement checks within 45 days of City's receipt of Contractor's "Public Service Agency Expenditure Report" (Exhibit VI) and the "Monthly Summary Sheet" (Exhibit V), which shall detail clients served to-date under this Agreement.

402. Withheld Payments

- A. Unearned payments under this Agreement may be suspended or terminated if grant funds to the City are suspended or terminated, or if the Contractor refuses to accept additional conditions imposed on it by HUD under the HUD Grant Agreement or the City.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.
- C. Payments to the Contractor may be withheld by the City if the Contractor fails to comply with the provisions of this Agreement.

403. Receipt, Use, and Accountability of Other Than Budgeted Funds
The Contractor agrees that income funds realized as a result of activities which are funded by this Agreement shall be reported in writing to the City along with the Contractor's monthly reports. The Contractor further agrees that all such income funds shall: (1) constitute Program Income as described in section 612; (2) be the property of the City; (3) be used solely to offset the operating expenses of the activities funded by this Agreement; and (4) be subject to all of the provisions of this Agreement.
404. Utilization of Funds
Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.

ARTICLE V

REPORTS, RECORDS AND AUDITS

501. Reporting Requirement
- A. At such times and in such forms as the City may require, Contractor shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.
 - B. On or before the fifteenth day of each month, the Contractor shall submit to the City a Public Service Agency Expenditure Report, including copies of invoices. A copy of the "Public Service Agency Expenditure Report" form is attached hereto as Exhibit VI, and by this reference incorporated herein.
502. Maintenance of Records
- A. Records, in their original form, shall be maintained in accordance with requirements prescribed by HUD under the HUD Grant Agreement and the City with respect to all matters covered by this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and all other pending matters are closed. "Pending matters" include, but are not limited to, audit, litigation, or other actions involving records. The City may, at its discretion, take possession and retain said records.
 - B. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within the Los Angeles Area unless authorization to remove them is granted in writing by the City.
503. Audits and Inspections

- A. At any time during normal business hours and as often as HUD, the U.S. Comptroller General, or the City may deem necessary, the Contractor shall make available to the City for examination, all of its records with respect to all matters covered by this Agreement. The City and the U.S. Comptroller General shall have the authority to audit, examine and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
1. The City shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the City, the City reserves the right to withhold any or all of its funding to the Contractor until such time as they do meet these standards.
 2. The City shall have the authority to examine all forms and documents used, including, but not limited to, client files, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the Contractor. It further reserves the right to require that personnel forms and documents be pre-numbered and kept under accounting control.
 3. The City may require the Contractor to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.
 4. The City reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted. Such sites may include the home office, any branch office or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Agreement.
 5. The City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement.
 6. Subject to the discretion of the City, certain authorized members of the City shall have the right to be present at any and all of the Contractor staff meetings, Board of Directors meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this

Agreement.

- B. When a fiscal or special audit determines that the Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs. The City shall determine any amount to be paid to the Contractor during the period of audit.

504. Accounting Practices

The Contractor shall maintain a system of internal control in accordance with accepted accounting practices as approved by the City. Internal control comprises the plan or organization and all of the coordinate methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency and assure adherence to prescribed management policies.

505. Documentation of Expenditures

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible.

ARTICLE VI

GENERAL TERMS AND CONDITIONS

601. Indemnification and Insurance Requirements

A. Indemnification

To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current

or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

1. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
2. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

B. Insurance

Contractor shall comply with the requirements set forth in Exhibit VII. Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

602. Prohibition Against Assignment

- A. The Contractor shall not assign this Agreement, nor assign or transfer any interest or obligation in this Agreement (whether by assignment or novation) without prior written consent of the City, which may be withheld in the City's sole discretion.
- B. The Contractor shall not enter into any agreement with any other party under which such other party shall become the recipient of claims due or to become due to the Contractor from the City without prior written consent of the City, which may be withheld in the City's sole discretion.

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

Agreement.

603. Limitation of Expenditures

- A. The Contractor shall not expend funds provided under this Agreement subsequent to the suspension or termination of this Agreement in accordance with sections 702 and 703.
- B. Expenditures shall be made in conformance with the Program Budget (Exhibit I).
- C. Expenditures shall comply with 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including Subpart D (Administrative Requirements), Subpart E (Cost Principles), and Subpart F (Audit Requirements), to the extent applicable to CDBG funded activities.
- D. Expenditures shall be in direct support of the project which is the subject of this Agreement. The Contractor shall notify the City in writing of any expenditures for items jointly used for any other projects(s) and the expenditures shall be apportioned according to the percentage of direct use for this project.
- E. Budget changes shall have the prior written approval of the City. Unauthorized expenditures may result in withheld payments.

604. Limitation of Corporate Acts

The Contractor shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under section 301 herein or take any other steps which may materially affect the performance of this Agreement without first notifying the City in writing. The Contractor shall notify the City immediately in writing of any change in the Contractor's corporate name.

605. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work performance. Should the City determine that the Contractor is in non-compliance with any contractual obligations, the City shall take appropriate action as provided by section 701 of this Agreement.
- B. In the event that CDBG funds to the City are reduced, suspended or terminated by HUD, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

606. Amendment(s) to this Agreement

Either party may request an Amendment to this Agreement. Amendments to this Agreement must be in writing and properly executed by both parties and approved by the City Council.

607. Compliance with Statutes and Regulations

The Contractor warrants and certifies that in the performance of this Agreement, it shall comply with all applicable 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 laws and regulations pertaining to labor, wages, hours and other conditions of employment, and the City's Affirmative Action Plan.

- A. Examples of applicable statutes, rules, regulations, or requirements include, but are not limited to the following:
1. 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards);
 2. 24 Code of Federal Regulations Part 570 (Community Development Block Grant Regulations);
 3. Copeland "Anti-Kickback" Act (18 U.S.C. § 874) (29 C.F.R., Part 3);
 4. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) (29 C.F.R., Part 5);
 5. Clean Air Act, as amended (42 U.S.C. § 7401, et seq.);
 6. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, et seq.);
 7. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and implementing regulations;
 8. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (42 U.S.C. § 2000e), and implementing regulations;
 9. Section 3 of the Housing and Urban Development Act of 1968, as amended; and the implementing regulations at 24 C.F.R. Part 135;
 10. Section 503, Affirmative Action for Handicapped Workers (\$2,500+);

11. Section 402, Affirmative Action for Vietnam Era Veterans (\$10,000+);
 12. The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq.) and implementing regulations;
 13. Executive Order 11246, Non-Discrimination;
 14. The assurances made by the City to the HUD in its application for funds under Title I of the Housing and Community Development Act of 1974, as amended; and
 15. All applicable provisions, conditions, and assurances contained in
 16. the HUD Grant Agreement between the City and HUD (Provisions therein include, but are not limited to "Section 3" compliance, Flood Disaster Protection, Equal Employment Opportunity, Lead-Based paint Hazards, Compliance with Air and Water Acts, and Nondiscrimination).
 17. HUD's Equal Access Rule (24 C.F.R. §§ 5.105(a)(2), 5.403) to the extent applicable to the street outreach and engagement services as described in this Agreement.
- B. Religious organizations must comply with the following conditions:
1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

608. Waivers

- A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Contractor.
- B. 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.

609. Independent Contractor

- A. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor understands and agrees that all persons furnishing services to City pursuant to this Agreement shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- B. Contractor shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

610. Attorney's 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.

611. Nondiscrimination Provision

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, creed, color, sex, age, disability, sexual orientation, gender identity or expression, or national origin in the selection and retention of subcontractors, in its employment practices, in the provision of services to clients, or in the selection and retention of subcontractors, including procurement of materials and leases of equipment, and shall comply with all applicable federal, state, and local nondiscrimination laws referenced in section 607.

612. Program Income

Any program income directly generated from total or partial use of City Community Development Block Grant funds shall be expended exclusively on the activities outlined in this Agreement. All terms of this Agreement shall apply to such expenditures.

613. Reversion of Assets

Upon expiration of this Agreement, Contractor shall transfer to the City any City granted CDBG funds on hand, and any accounts receivable attributable to the use of City granted CDBG funds.

614. Anti-Lobbying

Contractor certifies that no Federal appropriated funds have been paid or

will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

Contractor certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

615. Conflict of Interest

Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

616. 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.

617. Conflicting Provisions

In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

618. Non-Exclusivity

Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to provide funding to other contractors in connection with the project.

619. Confidentiality
To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder, including but not limited to, personally identifiable client information.
620. 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."
621. 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.
622. Claims
Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
623. Interpretation
Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
624. Severability
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.
625. Authority
City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

ARTICLE VII

DEFAULTS, SUSPENSION AND TERMINATION

701. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;
3. Suspend the Contractual Agreement in accordance with section 702; and
4. Terminate the Agreement in accordance with section 703.

702. Suspension

- A. The City, by giving written notice, may suspend all or part of the project operations for failure of the Contractor to comply with the terms and conditions of this Agreement.
- B. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Failure to take necessary corrective actions will result in withheld funds. The City shall have final authority to determine whether or not Contractor is in full compliance.
- E. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with section 601.B. Performance shall not resume without the prior written approval of City.

703. Termination

- A. The parties agree that at any time during the term of the Agreement the City may terminate this Agreement or any part hereof upon giving the Contractor at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event the Contractor goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The foregoing Subsections B, C and D shall also apply if the Agreement terminates upon the date specified in section 103 or upon contractor's completion of performance.

ARTICLE VIII

ENTIRE AGREEMENT

801. Complete Agreement

This Agreement contains the full and complete Agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

802 Number of Pages and Attachments


This Agreement includes 18 pages and seven exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 10th day of February, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

HARBOR INTERFAITH SERVICES, INC.,
a California nonprofit corporation

James A. Light, Mayor

Signed by:

By: _____
Name: Talia Hayslet
Title: Executive Director/CEO
2/4/2026 | 9:46 AM PST

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT I
PROGRAM BUDGET
JULY 1, 2025 - JUNE 30, 2026

Agency Name: Harbor Interfaith Services, Inc.

Program Title: Street Outreach and Engagement Program

<u>Cost Category</u>	<u>CDBG Share</u>	<u>Agency Share</u>	<u>Total Cost</u>
Personnel	\$6,037	\$148,163	\$154,200
Lease/Rent	-	-	-
Equipment	\$1,000	\$2,500	\$3,500
Supplies	-	-	-
Professional Services	-	\$25,000	\$25,000
Other*	\$500	\$2,500	\$3,000
Total	\$7,537	\$178,163	\$185,700

Please indicate whether you will bill on a monthly X or quarterly basis.

*Other includes travel and insurance costs

EXHIBIT II

JOB DESCRIPTIONS

Harbor Interfaith Services, Inc. | Outreach/Housing Navigator | Job Description

Harbor Interfaith Services (HIS) is a non-profit organization based in San Pedro, with a mission to provide food, shelter, transitional housing, childcare, and support services to the homeless and working poor in the South Bay area of Los Angeles, Service Planning Area.

Harbor Interfaith Services is looking to add a full-time Housing Navigator to our team. This position is a full-time role with a set schedule of 7:30am to 4:30pm Monday through Friday. The Housing Navigator assists individuals to stabilize permanent housing by providing location assistance, retention services, and financial support. Team member benefits include medical, dental, vision, and life insurance covered by HIS, a 403(b) retirement plan, sick leave, vacation leave and eleven paid holidays.

Key responsibilities:

- Ensuring individuals have the resources and documentation needed to secure permanent housing
- Completing the comprehensive standardized assessment
- Providing case management to SPA 8 individuals
- Developing and implementing the housing and supportive service plan
- Making referrals to community-based supportive services as appropriate
- Tracking financial assistance benefits through HMIS
- Inputting information into HMIS as required
- Ensuring case files are accurate and up to date
- Answering phones, greeting clients, and troubleshooting as needed
- Attending staff meetings, case conferences, trainings, and workshops as required and completing other duties as assigned.

We would like to speak with you if:

- You have a Bachelor's degree in social work or a related field, or 4 years of equivalent social services experience with an emphasis on case management.
- You have a background in substance abuse and recovery.
- You are familiar with the Harm Reduction and Housing First models of service delivery.
- You are bilingual (English/Spanish) – preferred but not required.
- You have a valid California driver's license, a clean driving record with no more than two driving infraction points, and adequate auto insurance.

About Harbor Interfaith

We offer an inclusive environment where all are empowered to share their diverse perspectives and experiences so we can ultimately be better together. Our policies, practices, programs, activities and decisions regarding employment, hiring, assignment, compensation, and volunteerism are not based on a person's race, color, sex, age, religion, national origin, mental or physical disability, ancestry, military discharge status, sexual orientation, gender identity or expression, marital status, parental status, housing status, or other protected status.

If you are interested in this position, please send your resume and contact information to the attention of Human Resources at hr@harborinterfaith.org.

Harbor Interfaith Services is an at-will employer, meaning we or our employees have the right to terminate the employment relationship at any time, for any reason, with or without cause.

Harbor Interfaith participates in the E-Verify program.

Harbor Interfaith Services, Inc. | Program Manager | Job Description

Harbor Interfaith Services (HIS) is a non-profit organization based in San Pedro, with a mission to provide food, shelter, transitional housing, childcare, and support services to the homeless and working poor in the South Bay area of Los Angeles, Service Planning Area (SPA) 8.

Harbor Interfaith Services is looking to add a full time **Program Manager** to our team. This position will be responsible for the oversight of the Interim Housing program. This is a full-time role and will primarily work Monday through Friday, 8:30am to 5:30pm. We are recruiting people who are top performers with excellent interpersonal and critical thinking skills and a fierce passion for serving the community.

Key responsibilities:

- Oversight of the overall operation of the interim Housing program and ensuring compliance with outcomes.
- Supervising Interim Housing staff, up to and including case managers, resident aides, custodians and security.
- Creating an efficient model for screening applicants, minimizing turnover and ensuring collaboration with the SPA Coordinated Entry System (CES).
- Completing program reporting in an accurate and timely manner.
- Ensuring achievement of program performance measures and compliance with all funding contracts.
- Supervising staff to ensure documentation of services provided to program residents. Documentation may include quarterly goal statements, progress towards goal achievement, maintenance of resident case files, and ensuring HMIS data entry and compliance.
- Assisting with presentations, tours, and community awareness to increase knowledge of Harbor Interfaith programs and the Interim Housing site.
- Ensuring upkeep and safety of the facility and reporting concerns immediately to the Facilities Manager.
- Working with onsite security, custodial staff, and resident aides to ensure resident compliance and facility upkeep.
- Attending staff meetings, case conferences, and other required meetings as schedule, as well as completing other duties as assigned.

We would like to speak with you if:

- You have a minimum of three years' experience in staff supervision and administration of a housing program.
- You have extensive experience working with at risk populations
- You have demonstrated ability to design, implement, and evaluate housing programs.
- You have a working knowledge of San Pedro and the South Bay education, employment, housing, and counseling resources.
- You have a management style characterized by initiative, flexibility, creativity, and strong organizational skills.

- You have a valid California driver's license, a clean driving record with no more than two driving infraction points, and adequate auto insurance.

About Harbor Interfaith

We offer an inclusive environment where all are empowered to share their diverse perspectives and experiences so we can ultimately be better together. Our policies, practices, programs, activities and decisions regarding employment, hiring, assignment, compensation, and volunteerism are not based on a person's race, color, sex, age, religion, national origin, mental or physical disability, ancestry, military discharge status, sexual orientation, gender identity or expression, marital status, parental status, housing status, or other protected status.

If you are interested in this position, please send your resume and contact information to the attention of Human Resources at hr@harborinterfaith.org.

Harbor Interfaith Services is an at-will employer, meaning we or our employees have the right to terminate the employment relationship at any time, for any reason, with or without cause.

Harbor Interfaith participates in the E-Verify program.

EXHIBIT III

INCOME LEVEL GUIDELINES*

<u>NO. IN FAMILY</u>	<u>LOW INCOME</u>	<u>VERY LOW INCOME</u>	<u>EXTREMELY LOW INCOME</u>
1	84,850	53,000	31,850
2	96,950	60,600	36,400
3	109,050	68,150	40,950
4	121,150	75,750	45,450
5	130,850	81,800	49,100
6	140,550	87,850	52,750
7	150,250	93,900	56,400
8	159,950	100,000	60,000

*U.S. Department of Housing and Urban Development. Effective 6/1/2025.
Income Level Guidelines includes gross income from all sources for all members in the household who are 18 years of age or older and not full-time students. Income from household members under 18 years of age who are more than half-time students is not included in gross income unless regular payment is received, such as child support, social security, or aid to dependent children.

EXHIBIT IV
CLIENT INTAKE SHEET

See attached.



DHS INTERIM HOUSING

SECTION I: CLIENT INFORMATION / AUTHORIZATION FORMS

- ☐ Client Intake Form
- ☐ HFH Referral Form
- ☐ Emergency Contact
- ☐ Client Identification Card *(If Applicable)*
- ☐ Client Social Security Card *(If Applicable)*
- ☐ Client Medical Card *(If Applicable)*
- ☐ Client Proof of Income
- ☐ Authorization for the Use and Disclosure of Health and Social Service Information
- ☐ Notice of Privacy Practices

Verified by:_____

**INTAKE FORM**

All information collected is geared to housing and resources. The information is to help your case manager focus on resources and housing that you qualify for. There are several different sources one may qualify for but without the information we may be limited, so we ask you to try to be open and honest so we can best help you.

Basic Information

First:	Middle:	Last:
DOB:	Age:	Social Security:
Years of Homelessness:	Location of Homelessness:	
Notes:		

Contact Information

Phone Number:	Email:
Emergency Contact:	Waiver signed: Yes or No
Notes:	

Medical/ Mental Health Information



Medical history health conditions? (Diabetes, Cancer, Liver conditions)		
Medication:	Medication Log: Yes or No	
Mental Health Dx:	Currently on Medication: Yes or No	
Medications:	Medication Log: Yes or No	
Covid Vaccine: Yes or No	Date of 1st:	Date of 2nd:
Last Positive Test:		
HIV/ AIDS: Yes or No	If Yes, Do you receive services?	
NOTES:		

Employment, Education/ Learning Disabilities

Years of Employment?	Can You Work? Yes or No
Type of Work Experience?	
NOTES:	
Highest grade completed:	Currently in School? Yes or No
Degrees or Certificates:	
NOTES:	

Housing Related and/or Resources Questions

Do you have a history of drug use? Yes or No	Drug of choice:	
If in recovery how long?	Do you want resources: Yes or No	
Are you a Veteran?	Year?	Honorable: Yes or No
Do you have an: Service Animal or Pet	Shots and Vet care up to date: Yes or No	
If yes above: Where does the animal receive services? Type of animal? Behavior?		
Have you ever lived in subsidized housing? Yes or No		
Do you have a felony and if so would it prevent you from some housing: Yes or No		
If Yes above, make notes if additional information is given.		
Additional Information Shared :		

		<h2 style="text-align: center;">HOUSING FOR HEALTH (HFH) HOUSING REFERRAL FORM</h2>				
Date: _____						
Referring Agency/DHS Facility:				Staff Name/Title:		
Office #:				Cell/Pager #:		
Alternate Staff:				Office/Pager #:		
IDENTIFYING INFORMATION						
First Name:		Middle Name:		Last Name:		
Know Aliases:		SSN#	Mother's Maiden Name:		Place of Birth:	
DOB:	Client ID#					
Gender:			Marital Status:			
<input type="checkbox"/> Male	<input type="checkbox"/> Other		<input type="checkbox"/> Single		<input type="checkbox"/> Common Law	
<input type="checkbox"/> Female	<input type="checkbox"/> Client Doesn't know		<input type="checkbox"/> Never Married		<input type="checkbox"/> Living Together	
<input type="checkbox"/> Transgender (F to M)	<input type="checkbox"/> Client Refused		<input type="checkbox"/> Divorced		<input type="checkbox"/> Widowed	
<input type="checkbox"/> Transgender (M to F)	<input type="checkbox"/> Data Not Collected		<input type="checkbox"/> Married & Living with Spouse		<input type="checkbox"/> Other	
			<input type="checkbox"/> Married & Not Living with Spouse		<input type="checkbox"/> Civil Union	
FAMILY INFORMATION						
Relationship to Head of Household:						
<input type="checkbox"/> Self		<input type="checkbox"/> Dependent Child		<input type="checkbox"/> Other Family Member		
<input type="checkbox"/> Parent		<input type="checkbox"/> Grandparent		<input type="checkbox"/> Other Non-Family		
<input type="checkbox"/> Son		<input type="checkbox"/> Guardian		<input type="checkbox"/> Other Caretaker		
<input type="checkbox"/> Daughter		<input type="checkbox"/> Spouse				
Contact Information: If you do not enter a phone number or email address, you will be required to provide a contact plan during the application process.						
Mailing Address:						
Address 2:						
City			State		Zip Code	
Service Planning Area:			Different Residential Address:			
Primary Phone:			Alternate Phone:		Email Address:	
Frequent Client Location :			Other Contact Information:			
DEMOGRAPHIC INFORMATION						
Ethnicity		Race				
<input type="checkbox"/> Hispanic/Latino		<input type="checkbox"/> American Indian or Alaska Native		<input type="checkbox"/> White		
<input type="checkbox"/> Non-Hispanic/Latino		<input type="checkbox"/> Asian		<input type="checkbox"/> Client Doesn't Know		
<input type="checkbox"/> Client Doesn't Know		<input type="checkbox"/> Black or African American		<input type="checkbox"/> Client Refused		
<input type="checkbox"/> Client Refused		<input type="checkbox"/> Native Hawaiian or Other Pacific Islander		<input type="checkbox"/> Data not Collected		
<input type="checkbox"/> Data Not Collected						
Have you served in the US armed forces?						
<input type="checkbox"/> Yes		<input type="checkbox"/> Client doesn't know			<input type="checkbox"/> Data not collected	
<input type="checkbox"/> No		<input type="checkbox"/> Client refused				
Primary Language						
English		Other:			Can communicate in English? <input type="checkbox"/> Yes <input type="checkbox"/> No	
CITIZENSHIP INFORMATION						
Citizenship Status:						
<input type="checkbox"/> U.S. Citizen			Country of Origin:			
<input type="checkbox"/> Eligible Non-Citizen			Alien Number:			
<input type="checkbox"/> Ineligible Non-Citizen			Entry Date:			
APPLICATION						
FAMILY COMPOSITION						
First Name:	Last Name	Gender	DOB	DOB Quality	Relationship to Head of Household	

MULTIPLE INTERESTED OTHERS						
Type	Relationship	Name	Primary Phone	Email Address	Note	
SERVICE ANIMALS						
Name	Animal Type	Weight (in lbs.)	Need Type	History of Aggression	Vaccination	Additional Information
REQUIRED DOCUMENTS						
Authorization to Release/Share information			Authorization for Use and Disclosure of PHI			
<input type="checkbox"/> Signed Document			<input type="checkbox"/> Signed Document			
Method of Verification: <input type="checkbox"/> Scanned Uploaded			Method of Verification: <input type="checkbox"/> Scanned Uploaded			
Comment:			Comment:			
Date Signed:			Date Signed:			
HOUSING DOCUMENTS						
Verification Date:						
Verification Item	Acceptable Document	Method of Verification	Issuance Date	Expiration Date	Comment	
Birth Certificate	<input type="checkbox"/> Birth Certificate	<input type="checkbox"/> Scanned Uploaded				
Valid Government ID	<input type="checkbox"/> CA State ID	<input type="checkbox"/> Scanned Uploaded				
	<input type="checkbox"/> Consulate/International ID					
	<input type="checkbox"/> Driver's License					
	<input type="checkbox"/> Military Identification					
	<input type="checkbox"/> Other State ID					
	<input type="checkbox"/> Passport					
	<input type="checkbox"/> Permanent Resident Card					
Social Security Card	<input type="checkbox"/> Social Security Card	<input type="checkbox"/> Scanned Uploaded				
Proof of Income	<input type="checkbox"/> None					
	<input type="checkbox"/> Paystub					
	<input type="checkbox"/> Social Services/Income Verification					
	<input type="checkbox"/> Tax Return					
	<input type="checkbox"/> W2					
Proof of Residency	<input type="checkbox"/> Document	<input type="checkbox"/> Scanned Uploaded				
HOMELESS STATUS						
Assessment Date:		Current Location:				
Service Planning Area:		Years Homeless:		Months Homeless:		
Geographic Preferences		Geographic Restrictions				
<input type="checkbox"/> Antelope Valley (SPA 1)	<input type="checkbox"/> Antelope Valley (SPA 1)					
<input type="checkbox"/> Countywide (SPA 1 - 8)	<input type="checkbox"/> Countywide (SPA 1 - 8)					
<input type="checkbox"/> Downtown (SPA 4)	<input type="checkbox"/> Downtown (SPA 4)					
<input type="checkbox"/> Hollywood (SPA 4)	<input type="checkbox"/> Hollywood (SPA 4)					
<input type="checkbox"/> East L.A. (SPA 4)	<input type="checkbox"/> East L.A. (SPA 4)					
<input type="checkbox"/> San Fernando Valley (SPA 2)	<input type="checkbox"/> San Fernando Valley (SPA 2)					
<input type="checkbox"/> San Gabriel Valley (SPA 3)	<input type="checkbox"/> San Gabriel Valley (SPA 3)					
<input type="checkbox"/> South Bay/Long Beach (SPA 8)	<input type="checkbox"/> South Bay/Long Beach (SPA 8)					
<input type="checkbox"/> Southeast (SPA 7)	<input type="checkbox"/> Southeast (SPA 7)					
<input type="checkbox"/> South L.A. (SPA 6)	<input type="checkbox"/> South L.A. (SPA 6)					
<input type="checkbox"/> West L.A. (SPA 5)	<input type="checkbox"/> West L.A. (SPA 5)					
<input type="checkbox"/> Los Angeles (SPA 4 - 7)	<input type="checkbox"/> Los Angeles (SPA 4 - 7)					
Willing to Reside in Communal Living for Permanent Housing: <input type="checkbox"/> Yes <input type="checkbox"/> No						
Willing to Reside in Skid Row for Permanent Housing: <input type="checkbox"/> Yes <input type="checkbox"/> No						
History of Aggression: <input type="checkbox"/> Yes <input type="checkbox"/> No			History of Domestic Violence: <input type="checkbox"/> Yes <input type="checkbox"/> No			
CES Package Completed? <input type="checkbox"/> Yes <input type="checkbox"/> No			CES Package Score:			

HOMELESS QUESTIONNAIRE - Check the box next to each true statement						
<input type="checkbox"/> The client is an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: Has a primary nighttime residence that is a public or private place not meant for human habitation; OR is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs).						
<input type="checkbox"/> The client is an individual who is exiting an institution where he/she resided 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.						
<input type="checkbox"/> The client is an individual or family who will imminently lose their primary nighttime residence within 14 days and no subsequent residence has been identified and the individual or family lacks the resources and support networks needed to obtain housing.						
<input type="checkbox"/> The client is an individual or family who is fleeing, or is attempting to flee, domestic violence, has no other residence; and lacks the resources or support networks to obtain other permanent housing.						
<input type="checkbox"/> The client has a disability, including but not limited to, a diagnosable substance use disorder, serious mental illness, severe chronic health condition (including AIDS), or the co-occurrence of two or more of these conditions.						
<input type="checkbox"/> The client has been homeless CONTINUOUSLY for at least twelve (12) months						
<input type="checkbox"/> OR on at least four (4) separate occasions* in the last three (3) years where the combined occasions must total at least twelve (12) months.						
* Occasions are separated by a break of at least seven nights that an individual is not residing in an emergency shelter, safe haven, or a place meant for human habitation (e.g., staying with a friend, in a hotel/motel paid for by the program participant). Institutional stays of less than 90 days do not constitute a break.						
FINANCIAL PROFILE						
Assessment Date:						
Type	Description	Monthly Amount				
<input type="checkbox"/> Employment						
<input type="checkbox"/> Unemployment						
<input type="checkbox"/> General Relief (GR)						
<input type="checkbox"/> Supplemental Security Income						
<input type="checkbox"/> Social Security Disability Insurance (SSDI)						
<input type="checkbox"/> Veteran's Administration Benefits						
<input type="checkbox"/> Food Stamps/Cal FRESH						
<input type="checkbox"/> Other						
MEDICAL PROFILE						
Assessment Date:						
Insurance Information						
Type	Insurance Provider Name	Is Primary	Status	Date Applied	Start date	End date
<input type="checkbox"/> Medi-Cal		<input type="checkbox"/>	<input type="checkbox"/> Pending /Applied <input type="checkbox"/>			
<input type="checkbox"/> Medicare		<input type="checkbox"/>	<input type="checkbox"/> Pending /Applied <input type="checkbox"/>			
<input type="checkbox"/> Medi-Cal/Medicare		<input type="checkbox"/>	<input type="checkbox"/> Pending /Applied <input type="checkbox"/>			
<input type="checkbox"/> VA		<input type="checkbox"/>	<input type="checkbox"/> Pending /Applied <input type="checkbox"/>			
<input type="checkbox"/> Healthy Families		<input type="checkbox"/>	<input type="checkbox"/> Pending /Applied <input type="checkbox"/>			
<input type="checkbox"/> Private		<input type="checkbox"/>	<input type="checkbox"/> Pending /Applied <input type="checkbox"/>			
<input type="checkbox"/> Other		<input type="checkbox"/>	<input type="checkbox"/> Pending /Applied <input type="checkbox"/>			
<input type="checkbox"/> None		<input type="checkbox"/>	<input type="checkbox"/> Pending /Applied <input type="checkbox"/>			
<input type="checkbox"/> Unknown		<input type="checkbox"/>	<input type="checkbox"/> Pending /Applied <input type="checkbox"/>			
Physical Health Information						
Primary Care Provider						
Medical Facility/Clinic:					Medical Last Visit Date:	
Chronic Conditions:						

Mobility/Accessibility Needs					
<input type="checkbox"/> Cannot Climb Stairs		<input type="checkbox"/> Needs Ramp Access			
<input type="checkbox"/> Has Manual Wheelchair		<input type="checkbox"/> Uses Manual Wheelchair			
<input type="checkbox"/> Has Motorized Wheelchair		<input type="checkbox"/> Uses Motorized Wheelchair			
<input type="checkbox"/> Needs Assistance Transferring In/Out of Wheelchair		<input type="checkbox"/> Uses Walker/Cane/Crutches			
<input type="checkbox"/> Other					
					<input type="checkbox"/> None
Medical Needs					
<input type="checkbox"/> Activities of Daily Living (hygiene/grooming, etc.)		<input type="checkbox"/> Independent Living Skills (cleaning, cooking, etc.)			
<input type="checkbox"/> Breathing (supplemental oxygen)		<input type="checkbox"/> Taking Medications			
<input type="checkbox"/> Incontinent Issues		<input type="checkbox"/> Other			
					<input type="checkbox"/> None
Mental Health Information					
Mental Health Clinician Name:					
Medical Health Agency/Clinic:				Mental Health Last Visit Date:	
Mental Health Diagnoses					
<input type="checkbox"/> Anxiety Disorder		<input type="checkbox"/> Post-Traumatic Stress Disorder			
<input type="checkbox"/> Bipolar Disorder		<input type="checkbox"/> Psychosis			
<input type="checkbox"/> Depression		<input type="checkbox"/> Schizoaffective Disorder			
<input type="checkbox"/> Mood Disorder		<input type="checkbox"/> Schizophrenia			
<input type="checkbox"/> Personality Disorder(Axis II)		<input type="checkbox"/> Suicidal Ideation/Attempted Suicide			
<input type="checkbox"/> Other					
					<input type="checkbox"/> None
Cognitive Impairments					
<input type="checkbox"/> Dementia		<input type="checkbox"/> Mutiple Issues			
<input type="checkbox"/> Developmental Disability		<input type="checkbox"/> Traumatic Brain Injury			
<input type="checkbox"/> If Other, Please Explain:					
Mental Health Diagnoses Details:					
					<input type="checkbox"/> None
Substance Use Profile					
Substance	Other Substance	Past Use	Current Use	Date Last Use	
<input type="checkbox"/> Alcohol		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Benzodiazepines		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Cocaine/Crack Cocaine		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Heroin/Opiates		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Injectable Drug Use		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Marijuana		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Methadone		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Metamphetamines		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Prescription Narcotics		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Synthetic Marijuana/Spice		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Other		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Legal Profile					
Conviction/Legal Issue	Other Issue	County	Date	Arrest	Conviction Date
<input type="checkbox"/> Arson					
<input type="checkbox"/> Production Metamphetamines					
<input type="checkbox"/> Sex Offender					
<input type="checkbox"/> Violent Crime					
<input type="checkbox"/> Warrants					
<input type="checkbox"/> Other 1					
<input type="checkbox"/> Other 2					
<input type="checkbox"/> Other 3					

DHS INTERIM HOUSING
Emergency Contact Form

Participant First and Last Name	
Phone Number	
Alternate Phone Number	
Email Address	

Please list person(s) to contact in case of an emergency:

First Name	Last Name	Relation	Phone Number

**AUTHORIZATION FOR THE USE AND DISCLOSURE
OF HEALTH AND SOCIAL SERVICE INFORMATION (ADULT)**



CLIENT NAME

CLIENT ID

DATE OF BIRTH:

The County of Los Angeles ("County") operates and engages in health information exchanges to allow your information to be shared among and between County Programs and their partners to help you get resources and social services that can improve your health. A health information exchange is an electronic system that allows organizations to share information.

"County Programs" are programs that provide services to you or obtain benefits for you through the following County Departments:

- Department of Health Services (DHS)
- Department of Mental Health (DMH)
- Department of Public Health (DPH), including the Substance Abuse Prevention and Control (DPH-SAPC)
- Department of Public Social Services (DPSS)
- Justice, Care and Opportunities Department, only for re-entry services

Many types of organizations work as partners of County Programs, some as contractors or subcontractors, to provide, coordinate, or pay for these services or benefits, including:

- Health care providers
- Mental health providers
- Substance use disorder providers
- Social service providers
- Managed care plans
- Housing and assisted living providers
- Meal service providers
- Legal providers who assist you in obtaining benefits or services
- Community organizations that provide or coordinate services, including to persons involved with the justice system

These organizations may need to share your health and/or social services information to:

- See if you are eligible for services or benefits provided by County Programs or through other resources and/or for Medi-Cal enrollment and benefits
- Coordinate your health care and community supports
- Communicate with your treating providers and organizations and social service providers
- Provide you with treatment and related services
- Receive payment for services
- Conduct quality improvement, reporting, and evaluation activities
- Carry out related County Program activities

PATIENT HIM LABEL

NAME

DOB

FIN#

MR#

SEX on ID



H S A - C 1 0 2 0

APPROVED FOR USE AT ALL DHS FACILITIES
SCAN INTO ELECTRONIC HEALTH RECORD

**AUTHORIZATION FOR THE USE AND DISCLOSURE
OF HEALTH AND SOCIAL SERVICE INFORMATION (ADULT)**

**AUTHORIZATION FOR THE USE AND DISCLOSURE
OF HEALTH AND SOCIAL SERVICE INFORMATION (ADULT)**



By signing my name below, I agree that my current, past, and future treating providers, non-treating providers listed in Attachment A, and County Programs may disclose my health information, records, social services information, and related data to any County health information exchange. Such data may be used and shared among and between the County Programs. I also agree that County Programs may disclose this information to my current, past, and future treating providers (including County Program subcontractors), and the managed care plans and other organizations that work with County Programs that are listed in Attachment A for the purposes described above.

- I authorize my health and social service information to be shared through any health information exchange operated by or with participation from the County.
- Information that may be shared will include:
 - My general information, such as my age and gender;
 - My medical, mental health, or substance use history;
 - My social service information (including CalFresh, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), General Relief, CalWorks, Cash Assistance Program for Immigrants, Medi-Cal, Homeless Management Information System/Housing Records, and other public benefits that I may apply for and/or receive); and
 - Treatment and/or services I receive.
- I understand that this Authorization will apply to data related to services I receive from County Programs (including their subcontractors).
- I understand that my information will be shared in electronic formats, including through a health information exchange, as described above. My information may also be shared in verbal and written formats.

I specifically authorize my current, past, and future treating providers and County Programs to share the following sensitive information (check as appropriate):

- ☐ Information from health care providers about my mental health diagnosis or treatment that is protected under Welfare and Institutions Code § 5328 _____ (initial)
(excluding psychotherapy notes)
- ☐ Information from substance use disorder programs (includes substance use disorder diagnoses and medications, inpatient stays and outpatient visits or residential treatment, provider names and contact information, and names of the treatment programs) that is protected under 42 C.F.R. Part 2 or State law _____ (initial)

I may ask for a list of providers and organizations that have received my substance use disorder information by contacting my care manager.

PATIENT HIM LABEL

NAME

DOB

FIN#

MR#

SEX on ID



APPROVED FOR USE AT ALL DHS FACILITIES
SCAN INTO ELECTRONIC HEALTH RECORD

**AUTHORIZATION FOR THE USE AND DISCLOSURE
OF HEALTH AND SOCIAL SERVICE INFORMATION (ADULT)**

**AUTHORIZATION FOR THE USE AND DISCLOSURE
OF HEALTH AND SOCIAL SERVICE INFORMATION (ADULT)**



I also authorize County Programs to share my health and social service information with the following family members or other persons so that they may assist in coordinating or paying for my care:

NAME	RELATIONSHIP
NAME	RELATIONSHIP
NAME	RELATIONSHIP

(Please continue on back of form if more room is needed.)

I understand:

- This Authorization will be valid for as long as I receive services from County Programs.
- I have the right to cancel or change this Authorization at any time. I can start this process by talking to my service provider or case/care manager. At that time, I will either cancel my Authorization or complete a new Authorization to reflect the change(s) to the sensitive information that I want to share. If I limit my information sharing, my sensitive information will not be shared from that date forward. Any sensitive information previously shared cannot be recalled. Should I elect not to share any sensitive information, certain care coordination, case management, benefits advocacy or other services may be limited, if my authorization is required by Federal law.
- State and Federal laws already allow health care organizations to share some of my health information (including sensitive information) to treat me, obtain payment, and run their operations without my consent. I understand that this Authorization does not change the information that can be shared under these laws. I also understand that my authorization is required to share my substance use disorder information, if applicable.
- When my information is shared, Federal law or California privacy law may not protect the re-sharing of my information, except for substance use disorder information that is specially protected and may not be re-shared with others.
- My ability to receive medical services, treatment, or public social services does not depend upon whether I sign this Authorization. However, if I choose not to sign this Authorization, County Programs may not be able to share data to coordinate the services I receive, and I may not be able to receive full care coordination, case management, benefits advocacy or related services.
- I have the right to:
 - Inspect or obtain a copy of my health information and social services information that is shared by this Authorization.
 - Refuse to sign this Authorization.
 - Receive a copy of this Authorization.

[signature on following page]

PATIENT HIM LABEL

NAME
DOB
FIN#
MR#
SEX on ID



APPROVED FOR USE AT ALL DHS FACILITIES
SCAN INTO ELECTRONIC HEALTH RECORD

**AUTHORIZATION FOR THE USE AND DISCLOSURE
OF HEALTH AND SOCIAL SERVICE INFORMATION (ADULT)**

**AUTHORIZATION FOR THE USE AND DISCLOSURE
OF HEALTH AND SOCIAL SERVICE INFORMATION (ADULT)**



I have read this Authorization or it has been read to me. I authorize the use and sharing of my health and social services information as described above.

CLIENT NAME

CLIENT OR RESPONSIBLE PERSON SIGNATURE

DATE

If this Authorization is signed by a person other than the client, please indicate the relationship:

NAME

RELATIONSHIP TO CLIENT

PATIENT HIM LABEL

NAME

DOB

FIN#

MR#

SEX on ID



APPROVED FOR USE AT ALL DHS FACILITIES
SCAN INTO ELECTRONIC HEALTH RECORD

**AUTHORIZATION FOR THE USE AND DISCLOSURE
OF HEALTH AND SOCIAL SERVICE INFORMATION (ADULT)**

**AUTHORIZATION FOR THE USE AND DISCLOSURE
OF HEALTH AND SOCIAL SERVICE INFORMATION (ADULT)**



Attachment A
Non-Treating Providers (for Payment, Benefits Advocacy, etc.)

Health Plans, Federal, State and Local Organizations

Anthem Blue Cross/Care
Health Net
Blue Shield Promise
LA Care
Molina Health Care
Kaiser Permanente
Senior Care Action Network (SCAN)
U.S. Social Security Administration Disability Determination Services
U.S. Veteran's Administration
Centers for Medicare and Medicaid Services
California Department of Health Care Services
California Department of Social Services
California Department of Developmental Services
LA Homeless Services Authority
LA County Department of Children and Family Services
LA County Department of Military and Veterans Affairs
LA Cash Assistance for Immigrants Program (CAPI)

CBEST Participant Organizations (Benefits Advocacy)

Inner City Law Center
Legal Aid Foundation of Los Angeles (LAFLA)
Health Advocates
Lutheran Social Services
Los Angeles County Department of Consumer and Business Affairs
Special Services for Groups
St. Joseph's Center
Tarzana Treatment Center
The Catalyst Foundation
Volunteers of America
Watts Community Action Labor Committee (WLCAC)

PATIENT HIM LABEL

NAME

DOB

FIN#

MR#

SEX on ID



H S A - C 1 0 2 0

APPROVED FOR USE AT ALL DHS FACILITIES
SCAN INTO ELECTRONIC HEALTH RECORD

**AUTHORIZATION FOR THE USE AND DISCLOSURE
OF HEALTH AND SOCIAL SERVICE INFORMATION (ADULT)**

**AUTHORIZATION FOR THE USE AND DISCLOSURE
OF HEALTH AND SOCIAL SERVICE INFORMATION (ADULT)**



I revoke the Authorization submitted to County Programs as _____
DATE

This Revocation does not affect any disclosures made prior to receiving this Revocation. This Revocation does not change the information that may be shared under State or federal laws without my consent.

CLIENT NAME

CLIENT OR RESPONSIBLE PERSON SIGNATURE

DATE

If this Authorization is signed by a person other than the client, please indicate the relationship:

NAME

RELATIONSHIP TO CLIENT

PATIENT HIM LABEL

NAME

DOB

FIN#

MR#

SEX on ID



APPROVED FOR USE AT ALL DHS FACILITIES
SCAN INTO ELECTRONIC HEALTH RECORD

**AUTHORIZATION FOR THE USE AND DISCLOSURE
OF HEALTH AND SOCIAL SERVICE INFORMATION (ADULT)**



**ACKNOWLEDGEMENT OF RECEIPT
NOTICE OF PRIVACY PRACTICES**

Effective Date: May 30, 2017

ACKNOWLEDGEMENT OF RECEIPT

By signing this form, you acknowledge receipt of the *Notice of Privacy Practices* of the Los Angeles County (LAC-Health Agency) Departments of Health Services, Mental Health, and Public Health, collectively referred to as the Health Agency. Our *Notice of Privacy Practices* provides information about how we may use and disclose your protected health information. We encourage you to review it carefully.

I acknowledge receipt of the *Notice of Privacy Practices* of LAC-Health Agency.

Signature: _____ Date: _____
(patient/parent/conservator/guardian)

INABILITY TO OBTAIN ACKNOWLEDGEMENT

To be completed only if no signature is obtained. If it is not possible to obtain the individual's acknowledgement, describe the good faith efforts made to obtain the individual's acknowledgement, and the reasons why the acknowledgement was not obtained:

Signature of Workforce Member: _____ Date: _____

Reasons why the acknowledgement was not obtained:

☐ Patient refused to sign.

☐ Other Reason or Comments:



DHS INTERIM HOUSING

SECTION II: INTAKE DOCUMENTATION

- ☐ IH Handout
- ☐ House Rules
- ☐ Case Management Agreement
- ☐ Grievance Policy
- ☐ Mandated Reporter
- ☐ Mail Agreement
- ☐ Service Animal Consent
- ☐ Photo Release
- ☐ Property Release
- ☐ Transportation Release
- ☐ HMIS Consent
- ☐ Termination Policy

Verified by:_____

DHS INTERIM HOUSING PROGRAM HANDOUT

What is Interim Housing (IH)?

Interim Housing (IH) serves individuals with complex health and/or behavioral health conditions who need a higher level of support services than is available in most shelter settings. IH offers temporary housing in a stable environment to assist participants in increasing independence and completing housing goals.

Who will be working with me and what do they do?

IH Case Managers

The IH case manager shall serve as the central point of contact and coordinator of critical services access for each of the participants assigned to their caseload

IH Program Managers

Providing oversight and support to IH case managers.

What services will I receive?

Case Management, housing resources, linkages to resources, and helping achieve your goals to maintain independence and stability

Can anyone that is homeless be a part of this program?

If you know someone else in need, notify your case manager and they will direct them through the right process. IH is specific to whom it serves, but *Harbor Interfaith Services* is able to link all homeless individuals to a proper service.

Client Signature: _____ Date: _____

Case Manager Signature: _____ Date: _____

Client was offered a copy of this document: Yes ☐ No ☐

Client: Accepted ☐ Declined ☐

If the client declined the acceptance of this form, please provide a brief explanation below:

No Expiration Date

REV 06/10/2024

HARBOR INTERFAITH SERVICES INC. (HIS)

Pallet Shelter Program Participant Agreement

Welcome to the Redondo “Pallet Shelter” Program. Your presence here is a step on your journey towards health, housing, and community. Your stay here is important to us and your participation in the community is valuable. The policies below are in place to ensure the safety and comfort of our residents.

The Redondo Pallet Shelter (“Program”) is a temporary shelter program. A central goal of the Program is to connect you with permanent housing and end your experience of homelessness. Therefore, we encourage you to work closely with staff to develop a housing plan. The goal of the Program is to identify housing for you within ninety (90) days of your enrollment in the Program. The Program location is not a permanent housing option for you.

Each adult enrolled in the Program must sign or acknowledge receipt of this Program Participant Agreement (“Agreement”) at enrollment. If you do not sign this agreement or acknowledge receipt of this agreement, you cannot participate in the Program. In this Program, you are considered a “Shelter Program Participant.” As a “Shelter Program Participant” your right to stay at the Redondo Pallet Shelter location is due to your participation in the Program.

Section 1: Meals

Three meals a day (i.e., breakfast, lunch, and dinner) will be available seven days a week, including holidays, at no cost to you.

Section 2: Personal Belongings and Vehicle

You are responsible for your own personal belongings. You acknowledge and agree that Harbor Interfaith Services (including Staff) is not responsible for any loss or damage to your personal belongings or other personal property. Storage of belongings for anyone but yourself is not permitted.

Section 3: Removal of Personal Belongings and Vehicles

If you exit the program, you must take all your belongings and your vehicle (if applicable) with you upon leaving.

If you are exited from the Program pursuant to a direct threat made by you, you will have 30 days after your immediate exit to retrieve your personal belongings and vehicle.

If you are exited with a 30-Day Notice, you will have 30 days from the date of the notice issuance to retrieve your personal belongings and vehicles (if applicable).

Personal belongings that are on-site beyond the timelines above may be disposed of without liability to Harbor Interfaith Services.

Section 4: Religious Participation or Charging of Fees

Harbor Interfaith Services does not require participation in any religious activities, and there are no fees to enter or stay in the Program

Section 5: Use of your Unit

You may use your assigned unit only for a temporary stay for yourself. You may not use the unit for a home business (such as babysitting, childcare, preparation of tax returns, the sale of goods, or the sale of personal services). You may not keep or use any hazardous or toxic substances or flammable liquids in your unit or around the property. You may not do anything that is illegal in or around the unit or anywhere on the property. You may not store anything outside of your unit. You are expected to respect the privacy of all other participants. You are expected to keep your unit neat and orderly. Shower facilities are to be used individually. Couple Showers are not allowed.

Section 6: Entry and Inspection.

Harbor Interfaith staff reserve the right to enter and inspect your room on a regular basis to make sure you are complying with this Agreement, to make repairs, perform maintenance, conduct routine or enhanced cleaning, or conduct health screenings.

Section 7: No Illicit Drugs or Alcohol.

Sobriety is supported. Possession or use of alcohol or drugs is not allowed on the premises at any time. Any drugs, alcohol, or drug paraphernalia found during the searching of property will not be returned to residents.

Section 8: Consent to Search Personal Belongings

By signing this Agreement, you give consent to Harbor Interfaith staff to search your room (including all personal items that you arrived with) for illegal drugs or weapons. Program Staff may search your room for illegal drugs or weapons anytime.

Pallet units are subject to inspection at any time, especially when there is an indication that contraband has been brought onsite and in a resident's unit. This is done to protect the health and safety of all residents and staff at this site. Individual unit search will only be conducted after consulting with the Program Manager.

All residents will submit to a search by onsite Security before entering site. This includes all personal belongings and will include metal detector wand to search for any contraband including weapons, drugs/alcohol and paraphernalia. Security will also request each person to empty the contents of their pockets, backpacks or any other packages brought on site.

Section 9: No Weapons, Violence, Abuse or Damage

You may not possess or use any weapons (real or replica), threaten violence, or use violent or abusive language against anyone in or around your unit or on site, against staff members, other Participants or others on the property. Tampering with or disabling of smoke detectors is prohibited and may result in your immediate termination/exit. You also may not abuse or damage your unit or any other property. Respect for site property as well as the property of others is expected. This includes but is not limited to; not stealing or borrowing items that do not belong to you and avoiding damages of site property like showers, toilets, and other onsite equipment/fixtures.

Section 10: Crimes

You may not commit any crime in or around your unit. If you do commit a crime, Program Staff may report the crime to law enforcement and you may be terminated/exit from the Program and removed from the location.

Section 11: Noise and Nuisance

You may not use or do anything inside or outside of your room that disturbs your fellow Program participants or others on the property, including making or causing loud noises or creating a nuisance.

Section 12: Safety and Housekeeping.

You must keep your unit in a neat, clean, and safe condition. When your Program participation ends, you must return the unit in the same condition that the room was in when you moved in, excepting normal wear and tear. Also, urinating, defecating, or dumping waste or trash anywhere in your unit is not permitted. Always utilize appropriate facilities to dispose of all waste and trash.

Section 13: No Visitors

Visitors are not allowed on site under any circumstances. You must meet visitors off premises. No participant shall enter another participant's unit. L.A. County Dept. of Health Services COVID guidelines require 6 foot social distancing, wearing Personal Protective Equipment (masks) and washing hands frequently. Pallet units are single occupancy units and do not allow for 6-foot social distancing in compliance with DPH guidelines.

Section 14: Assistance Animals and Pets.

All pets are under the control of their owner and must always remain on a leash. Pets are not allowed to be left alone in the rooms, beds, or site. Any messes created by pets are the responsibility of the owner.

Section 15: Medication

All medications will be kept in a secure area and available to you as needed.

Section 16: Smoking

Smoking is only allowed outside of the building and within designated areas.

Section 17: No Tenancy

I acknowledge and agree that as Program Participant in an interim housing shelter program, I have no tenancy rights. By agreeing to participate in the Program and being enrolled into the program, I acknowledge and agree that no tenancy rights will be created.

Section 18: Violence and Bullying

This site has a zero-tolerance policy against violence and bullying. Under no circumstances are residents allowed to assault other residents or staff; physically or verbally.

Section 19: Site Hours

The site is open 24 hours. All residents are expected to return to the site by 10:00 p.m. for nightly bed check. To request an accommodation, please contact the Program Director.

Section 20: Termination Policy

This section sets out the Termination/Exit Policy. Harbor Interfaith Services reserves the right to exit you from the Program based upon the terms of this Agreement. The Harbor Interfaith Services Inc. Termination Policy and Procedure will be given to all Participants at intake/enrollment.

Reasons for immediate termination/exit:

You may be exited and removed immediately from the program location if your conduct is deemed by program staff to rise to the level of a “direct threat.” You are hereby notified that you have the right to initiate the grievance process, as described in at the time of your removal from the program location or at any time thereafter. Please note: participation in the grievance process does not delay immediate exits or removals from the program location.

Your participation in the Program and your stay at the Redondo Pallet Shelter location may be terminated if you engage in any behaviors described below:

- Any conduct that constitutes a “direct threat,” defined as a substantiated threat to the health or safety of others (i.e., significant risk of bodily harm or would cause substantial physical damage to the property of others, and such risk cannot be sufficiently mitigated or eliminated by a reasonable accommodation)
 - Possession of or use of weapons
 - Theft or destruction of agency property
- Sexual assault or verbally or physically threatening behavior that rises to the level of a “direct threat” to persons or property.
- Threats or actual acts of physical violence to staff or other program participants.

Reasons for termination/exit with 30-day notice

The following reasons for termination/exit have been approved by the Shelter Program. If you are terminated/exited for any of the reasons stated below, you will receive a 30-day written Notice of Termination (Exit from the Program). The written notice of termination/exit will state the reason(s) for your termination/exit and will advise you of your right to a reasonable accommodation if you are a qualified person with a disability and of your right to utilize the grievance process.

- Participant chooses to not participate in programs and or services
- Participant is using drugs or alcohol on-site
- Participant is no longer eligible for the program in which they are enrolled based on program guidelines of the funders
- Participant successfully secures permanent housing
- Reunification services are utilized or the participant self resolves their housing crisis
- Participant relocates outside of Los Angeles County
- Participant is enrolled in another Interim Housing program (Crisis, Bridge, Recuperative Care, Stabilization, etc.) or Transitional Housing Program
- Participant will be hospitalized for seven days or incarcerated for seven consecutive days or more
- Participant misses three consecutive nights without approved absence: If you are absent from your bed or room for three (3) or more consecutive calendar days for any reason

without prior approval you may be exited from the Program. If this occurs, a 30-Day Notice of Termination (Exit from the Program) will be posted on the door of your room and/or on a community notice board and your personal belongings will be stored for the 30-day period. At the end of the 30-Day Notice period, your personal belongings will be disposed of. If you return within the 30-day period, best efforts will be used to rehouse you, subject to availability.

Termination Process

If a Participant fails to comply with the program rules, a Participant conference will be held to discuss the specifics of the situation. The conference will include a review of all facts, a review of the alleged violation. The assigned staff member, Program Manager and Director will attend the meeting with the Participant. If it is determined that the violation stands and the Participant will be terminated from the program, the following process will be applied.

All terminations will be documented in the client file and updated in HMIS (or applicable program database) in accordance with funding requirements and HIS documentation procedures. The client will be given written statement with the reasons for termination within 72 business hours.

The 30-Day Notice of Termination (Exit from the Program) will be served on you within 72 hours by one of the following methods: (1) by personal delivery; (2) by affixing a copy of the notice to the front door of your unit, or in a common area within the program where such notices are posted; or (3) if applicable, by mailing a copy by USPS mail to an address associated with your name in the Homeless Management Information System ("HMIS"). Service of notices sent by US mail is deemed complete upon deposit of the notice with the mail carrier.

Participants have the right to receive competent, considerate and respectful care by the agency's staff. If a Participant requests a review of the termination, he/she may proceed as follows:

1. The request must be submitted in writing to the appropriate department as identified below.
(310) 831-9123 (Martha Flecha-Raza, Family Resource Center)
(310) 831-0603 (Shari Weaver, SPA 8 CES Adults, Families and Youth)
(310) 831-5729 (Iran Guzman, Family Shelter and Accelerated Learning & Living Program)
(310) 547-3762 (Isabel Lopez, Caulder Center & HIS Kids Club)
2. After reviewing the document, an appointment will be made with the Director specified above and the Executive Director and if necessary, the assigned case manager. The entire process will be addressed within 72 business hours of the request in writing.
3. If the terminations stand, the Participant will receive a written Termination Notice that contains the reason(s) for termination within 72 business hours.
4. All written documents will also be submitted to the Grievance Coordinator at the Los Angeles Homeless Services Authority (LAHSA) 707 Wilshire Blvd., 10th Floor Los Angeles, California 90017. LAHSA Fax Number: (213) 892-0093

The termination will be in effect until all procedures have been followed and a final resolution has been made. Participant may be eligible to access services at a later date upon case review and discussion with the Participant.

Section 21: Grievance Procedure

Harbor Interfaith Services has a written grievance procedure for you to follow if you disagree with any program action (e.g., exit notice/termination), program decision (e.g., individual housing plan disagreement or room move), or if you have a problem with a staff member. In addition to any other rights that you may have to initiate and use the grievance process, you may initiate the grievance process when you receive a 30-day Notice of Termination (Exit from the Program) or at any time thereafter. If you are immediately removed based on findings that you present a “direct threat,” you may initiate the grievance process at the time of removal or at any time thereafter.

Section 22: Absences

It is your responsibility to notify staff if you are going to be sleeping off site and sign out accordingly. If you are observed to be absent from your bed for 3 consecutive nights, staff will consider you for immediate discharge. All absences are reviewed by shelter team to determine if this is the appropriate housing for your case.

Section 23: Accommodations

Participants may contact the Program Manager to request any ADA accommodations.

HARBOR INTERFAITH STAFF

Print Name: _____

Signature: _____ Date: _____

PARTICIPANT(S)

I have read and understand the terms of this Agreement and I agree to abide by it. I understand that violations of this Agreement may result in immediate exit/termination from the Program.

I understand that NO TENANCY IS CREATED by my participation in the Program.

Print Name: _____

Signature: _____ Date: _____

HARBOR INTERFAITH SERVICES INC. (HIS)

CASE MANAGEMENT AGREEMENT

Case Management is a collaborative process in which both the participant and case manager will assess, plan, implement, coordinate, monitor, and evaluate options and services to meet the participant's needs. Case management is available for the duration of a participant's stay. To produce the best possible outcome, both case manager and participant should commit to the following expectations:

Participant's Role:

1. I am the expert of my life and I will be an active participant by attending scheduled appointments so that I may review of my goals and my required services can be consistent.
2. I will follow the Policies and Procedures of Harbor Interfaith Services and the Torrance Pallet Shelter.
3. I will be respectful to all staff at Harbor Interfaith Services at Torrance Pallet Shelter.
4. I will provide requested documentation that will help me to achieve my goals. (Examples: Identification and TB test and any other documents, which are both required to work towards permanent or emergency housing placement).

Case Manager's Role:

1. To provide participants with follow-up case management appointments to discuss goals and progress.
2. To provide participants with options and resources they can choose from including housing, mental health, substance use services, life skills, domestic violence services, medical care, and income services. Available housing options are limited and may be outside of the area.
3. I will respond to phone messages within 24 hours. Please allow me to return your call before leaving additional messages. ***If you are experiencing a medical emergency, please call 911, or go to the nearest hospital***
4. I will strive to empower you and motivate your own self-determination at each meeting.

Participant/Case Manager Team Role:

1. It is important for both participant and case manager to be present at scheduled meetings and appointments. If either party is unable to make an appointment, it is imperative to notify the other party as soon as possible to reschedule. It is understood that emergencies do happen and notifying each other may be impossible. However, we are expected to communicate as soon as we can.
2. Reassess each participant's progress toward meeting their outlined Housing Plan goals every 30 days.

Note: Due to the high demand for case management, participant case management appointments may be limited or reduced for the following reasons (this is not an exhaustive list):

1. If you are not ready to actively work on housing goals.

If you are part of Shelter Program and are inactive toward meeting your goals, case managers will assess whether an extension for services can be granted, or you may be terminated for not participating in case management services.

Participant Signature

Date

Case Manager Signature

Date

HARBOR INTERFAITH SERVICES, INC.

PARTICIPANT RIGHTS AND GRIEVANCE POLICY

NON DISCRIMINATION STATEMENT

Clients shall not be discriminated against in the provision of services because of race, color, religion, national origin, ethnic identification, ancestry, sex, age, condition of physical or mental handicap, in accordance with requirements of federal and state laws, or in any manner on the basis of the client's sexual orientation.

CONFIDENTIALITY OF RECORDS

Clients have the right to view his/her own records, to confidential handling of all communications and records pertaining to his/her participation in the program. This agency will not report that a person is a client of this agency to anyone outside the program unless the client consents in writing, the disclosure is allowed by court order, or the disclosure is made to medical personnel in a medical emergency or to a qualified person for research, audit, or program evaluation. Limits to confidentiality are: child abuse, elder abuse, dependent adult abuse, danger to others (duty to warn), danger to self (right to warn), and danger to property (right to warn).

PROGRAM RULES AND REGULATIONS

Clients must adhere to the program rules and regulations in order to preserve every program participant's right and opportunity to benefit fully from program services.

GRIEVANCE PROCEDURES

Clients have the right to receive competent, considerate and respectful care by the agency's staff. If a client is dissatisfied with the services, he/she is receiving, he/she may proceed as follows:

1. Speak with his/her assigned case manager:

If the client does not feel the staff response was satisfactory, they may bring the concerns to the supervisor.

2. Speak with the identified staff supervisor.

- (310) 547-3762 (Isabel Lopez, Children's Center)
- (310) 831-9123 (, Family Resource Center-FRC)
- (310) 770-1241 (Lisa Gray, Interim Housing & ICMS)
- (310) 770-0371 (Ramon Rendon, Beach Cities Programs & Redondo Beach Pallet Shelter)
- (310) 766-4201 (Aaron Street, Torrance Pallet Shelter)
- (562) 549-5911 (Cheryl Townsend-Hartdige, 26 point 2)

Every effort will be made to resolve the matter at this level. However, if dissatisfaction is still evident, the client may be referred to the VP of Housing, VP of Programs or VP of Coordinated Entry System (CES) and/or the Executive Director/CEO at (310) 831-0603.

3. The grievance must be in writing and can be sent to or dropped off in person to the Executive Director/CEO at 670 W. 9th Street, San Pedro, CA 90731. After review of the grievance, an appointment will be made with the Executive Director/CEO, Director of the Coordinated Entry System, Program Director, and if necessary, the assigned case manager, for the purpose of conflict resolution. The entire process will be addressed within 72 business hours of receipt of the complaint in writing. Review of grievance will take place in a confidential meeting area. A notice

of the provider's decision will be in writing and issued to the client within 48 hours of the formal meeting.

4. The funder will be notified in writing of all unresolved grievances that are referred to an outside agency. All completed forms will be submitted to the Grievance Coordinator of that specific funder.

The above-referenced grievance procedures must be followed as written above. All grievances in writing will be kept on file in the designated program for up to five years.

APPEAL PROCESS FOR DISCHARGE

I have read and understand the client rights and grievance procedure and acknowledge this by my signature:

Client Signature: _____

Date: _____

Staff Signature: _____

Date: _____

Confidentiality and Mandated Reporting

WHAT IS CONFIDENTIALITY?

Confidentiality is defined as the assurance that the access to information regarding a client utilizing shelter/program advocacy shall be strictly controlled and that any violation is not only a breach of faith but has the potential to threaten the safety and life of the client and their children.

In providing service, there are some limits to confidentiality. Information about you is held in confidence.

However, we are required or permitted by law to release information to appropriate authorities including the Department of Children and Family Services, law enforcement, or mental health evaluators under one or more of the following circumstances

1. When you waive your privilege of confidentiality.
2. When contemplating a harmful act to self or others.
3. Following a court order.
4. In cases of suspected child abuse, dependent adult abuse, elder abuse or if a child is a witness to domestic violence. A suspicion of child abuse can occur through direct observation, past or present reports of abuse; verbal or written statements or other information provided by the parent/guardian, the client or other family members.

If a HIS staff person has reason to suspect, based on their professional judgment that a child is or has been abused, staff are required to report their suspicions to the authority or government agency vested to conduct child abuse investigations. Staff are required to make such reports even if they do not see the child in any professional capacity. HIS staff are mandated to report suspected child abuse if anyone aged 14 or older tells them that he or she committed child abuse, even if the victim is no longer in danger. HIS staff are also mandated to report suspected child abuse if anyone tells them that he or she knows of any child who is currently being abused.

Client Name

Client Signature

Date

Case Manager Name

Case Manager Signature

Date

Interim Housing Service Animal Policy

Purpose

The purpose of this policy is to set forth guidance regarding adherence to the Americans with Disabilities Act (ADA) as it relates to ensuring people with disabilities have equal access to participate in programs and services at Harbor Interfaith Services, ABH.

The ADA prohibits discrimination against people by entities and guarantees that people with disabilities have equal access to services, programs and facilities offered by Harbor Interfaith Services, ABH. Harbor Interfaith Services will ensure that persons with disabilities are not discriminated against or excluded from receiving services based on their disability.

Definitions

For purposes of this policy, these terms are defined as follow:

- A. Handler – a person with a disability using a service animal. The terms “guide animal” and “signal animal” have the same meaning as “service animal.”
- B. Person or individual with a disability – A person who has a sensory, physical or mental impairment that limits one or more major life activities, including but not limited to walking, talking, seeing, breathing, hearing, or living independently.
- C. Service animals are working animals, NOT PETS.
- D. Service Animal – Any dog or other common domestic animal individually trained to do work for or perform tasks for the benefit of a qualified person with a disability. The “training” of a service animal need not be formal or professional, nor result in any special license or certification.

Policy

Harbor Interfaith Services is committed to complying with both the intent and spirit of the ADA and does not discriminate on the basis of disability in admission to, access to, or operations of its programs, facilities or services. Unless specifically noted otherwise, for the purposes of this policy, the term “service animal” shall also include emotional support animals that help individuals with psychiatric disabilities manage or alleviate the symptoms of those disabilities, by providing therapeutic nurture, comfort and support.

Facilities & Accommodations

HIS will make every effort to accommodate any animal onsite that contributes to an individual’s well-being as long as HIS participant abides by the below policy: If a participant is approved to have an animal onsite, the handler agrees to the following terms and conditions:

1. Participant agrees to and is capable of keeping his/her animal under control at all times. This includes accepting responsibility for the following:
 - a. Handler must minimize barking
 - b. Handler must prevent biting or other aggressive behaviors
 - c. Handler must provide daily food and water to their animal, which is kept near the participants area/ space.
2. Participant agrees the animal will at all times be harnessed, leashed, unless these devices interfere with the service animal’s work or the individual’s disability prevents use of such devices.
3. Participant agrees to never leave animal unattended.

4. Participant confirms the animal is housebroken and the guest is capable of taking the animal to an appropriate location to relieve itself regularly as needed.
5. Participant agrees to immediately dispose of their animal's droppings properly, both in front of ABH -San Pedro and in the neighborhood.
6. Participant agrees to keep animal from causing discomfort or annoyance to others and will immediately remedy any complaints made through HIS staff or security.
7. Participant agrees to pay for any damages, loss, or expense caused by their animal.
8. Participant agrees and understands that this agreement and terms permit them to keep ONLY the one animal named and described below.
9. Participant agrees to provide proof of vaccination within seven (7) days of initial entry to HIS ABH housing program. If you need help identifying a low-cost veterinarian clinic to provide these required vaccinations, please inform HIS staff, who can provide some resources.
10. Participant understands that HIS reserves the right to dismiss individuals and their animals who do not follow the above outlined expectations.

Animal Name:	Description (Color/Breed):
Tasks Service Animal Performs:	

Participant Name	Participant Signature	Date

Case Manager Name	Case Manager's Signature	Date

When a person with a service animal enters any Harbor Interfaith facility, the person cannot be asked about the nature or extent of his/her disability. Only two questions may be asked:

- I. Is the animal required because of a disability?
- II. What work or task has the animal been trained to perform?

PHOTO CONSENT

I understand that in agreeing to an interview or photo shoot with Harbor Interfaith Services that I give Harbor Interfaith Services (together with its affiliates and subsidiaries) the right and permission to copyright and/or use, reuse and/or publish, and republish any story or article written from material in the interview. Likewise, I give similar permission for publication of any photographs, audio or videos of myself taken as part of this interview.

I hereby waive any right to inspect or approve the written copy, photography or video that may be used in conjunction therewith or to the eventual use that it might be applied.

I hereby release, discharge and agree to hold harmless Harbor Interfaith Services and its representatives acting under its authority from any liability resulting from publication or distribution of the same.

Likewise, I hereby release and agree to hold Harbor Interfaith Services harmless from any liability resulting from the publication of these materials by a third party. Harbor Interfaith Services has no control over such publication and if published the material is accurate.

I hereby warrant that I am over twenty-one years of age and competent to contract in my own name insofar as the above is concerned.

I have read the foregoing release, authorization and agreement, before affixing my signature below and warrant that I fully understand the contents thereof.

Client Name	Client Signature	Date
-------------	------------------	------

Minor children (if any)

Case Manager Name

Case Manager Signature

Date

AUTHORIZATION FOR RELEASE OF PROPERTY

I _____, hereby authorize the following individuals to obtain my personal belongings in the event of my death:

1. Name _____ Relationship _____ Phone# _____
2. Name _____ Relationship _____ Phone# _____

- I understand that this authorization only applies to my personal belongings and does not grant access to any financial or legal documents or assets.
- I also understand that this authorization can be revoked or amended at any time by me, provided that I am of sound mind and able to make such decisions.
- Upon the receipt of the property from Harbor Interfaith Services a photo ID will need to be provided by the person listed above.
- I release and hold harmless Harbor Interfaith Services from all liability relating to the release of said property to the person listed above.

Date: _____

Client Name: _____ Signature _____

PROPERTY RELEASE UPON DEATH OF PARTICIPANT

I, _____, am the authorized representative to obtain the upon property of _____ death. I hereby release Harbor Interfaith Services from and all liability related to obtaining personal property located at _____. any I understand that I am obtaining this property at my own risk, and that Harbor interfaith Services makes no representations or warranties as to the condition or suitability of the property for any particular purpose. By signing this statement, I acknowledge that I hold no liability for any injuries, damages, or other consequences that may arise from my obtaining or using this property.

Date: _____

Printed Name _____ Signature _____



Harbor Interfaith Services, Inc.

Empowering The Homeless & The Working Poor

HARBOR INTERFAITH SERVICES (HIS)

670 W 9TH Street, San Pedro, CA 90731

Tel: (310) 831-0603 Fax: (310) 831-0791/ website: www.harborinterfaith.org

TRANSPORTATION FORM

I, _____, agree to be transported in an HIS vehicle under Agency supervision.
Print Name

Permission is granted for agency transportation from ___ / ___ / ___ to ___ / ___ / ___. Permission is also granted for my children to be transported in an HIS vehicle. The children's names are:

1. _____ Print Name of Child Age	2. _____ Print Name of Child Age	3. _____ Print Name of Child Age
4. _____ Print Name of Child Age	5. _____ Print Name of Child Age	6. _____ Print Name of Child Age

"All persons named above making trips in Agency vehicles are deemed to have waived all claims against Harbor Interfaith Services and its employees for personal injury, accident, illness, or death occurring during or by reason of the trip."

I agree to cooperate and conform to directions and instructions of the Agency transportation staff and personnel in charge of the activity.

Client Signature: _____

Must be signed by an adult 18 or older

Date ___ / ___ / ___

MEDICAL AUTHORIZATION

Date: _____

Client Name: _____ List known Allergies/Medication if any: _____

Additional Allergies/Medication if any: _____

Additional Allergies/Medication if any: _____

Additional Allergies/Medication if any: _____

Client Address: _____ City _____ Zip Code: _____

Client Contact Phone Number: _____ Email Address: _____

Name of Emergency Contact person: _____ Relationship: _____

Emergency Home Phone Number: _____ Cell Phone: _____

The signature above certifies that I agree to the following statements. Should it be necessary for myself to have medical treatment during HIS vehicle transported trips, I hereby give the Agency personnel permission to use their judgment in obtaining emergency medical service for myself and I give my permission to the physician selected by the Agency personnel to render medical treatment deemed necessary and appropriate by the physician. I understand that medical or hospital cost incurred for treatment shall be my sole responsibility.

MAIL AGREEMENT FORM

Date:

Participants Name:	UNIQUE IDENTIFIER:
State Issued ID:	DOB:
Case Manager:	Program:

I _____ agree to receive my mail at **Harbor Interfaith Services** at
(Full name as appeared in State Issued ID)

670 W. 9th Street. San Pedro CA, 90731 and must follow the below mentioned guidelines to receive my mail.

(please initial all guidelines)

- ____ ☐ **Provide State Issued ID when checking mail (Mail will not be issued without photo ID)**
- ____ ☐ **Check mail during regular business hours: Monday –Friday from 9 am to 5 pm (Office Closed Saturday & Sunday, Holidays and/ or special events)**
- ____ ☐ **All mail should have full first and last name.**
- ____ ☐ **Mail will be returned to sender after two weeks**
- ____ ☐ **No packages (with the exception of prescription medication), magazines or inappropriate material will NOT be accepted.**
- ____ ☐ **Mail can only be checked in person with State Issued ID, mail will not be checked over the telephone. (No exceptions)**
- ____ ☐ **Mail requiring signature will not be accepted**
- ____ ☐ **Mail Agreement Form is to be updated quarterly**

I _____ understand that I must follow this guidelines stated above in order to receive my mail at Harbor Interfaith Services.

(Full Name)

(Signature)

(Date)

ID COPY

Office use only

Notes:

GREATER LOS ANGELES HOMELESS MANAGEMENT INFORMATION SYSTEM (LA HMIS)

CONSENT TO SHARE PROTECTED PERSONAL INFORMATION

The LA HMIS is a local electronic database that securely record information (data) about clients accessing housing and homeless services within the Greater Los Angeles County. This organization participates in the HMIS database and shares information with other organizations that use this database. This information is utilized to provide supportive services to you and your household members.

What information is shared in the HMIS database?

We share both Protected Personal Information (PPI) and general information obtained during your intake and assessment, which may include but is not limited to:

- Your name and your contact information
- Your social security number
- Your birthdate
- Your basic demographic information such as gender and race/ethnicity
- Your history of homelessness and housing (including your current housing status, and where and when you have accessed services)
- Your self-reported medical history, including any mental health and substance abuse issues
- Your case notes and services
- Your case manager's contact information
- Your income sources and amounts; and non-cash benefits
- Your veteran status
- Your disability status
- Your household composition
- Your emergency contact information
- Any history of domestic violence
- Your photo (optional)

How do you benefit from providing your information?

The information you provide for the HMIS database helps us coordinate the most effective services for you and your household members. By sharing your information, you may be able to avoid being screened more than once, get faster services, and minimize how many times you tell your 'story.' Collecting this information also gives us a better understanding of homelessness and the effectiveness of services in your local area.

Who can have access to your information?

Organizations that participate in the HMIS database can have access to your data. These organizations may include homeless service providers, housing groups, healthcare providers, and other appropriate service providers.

How is your personal information protected?

Your information is protected by the federal HMIS Privacy Standards and is secured by passwords and encryption technology. In addition, each participating organization has signed an agreement to maintain the security and confidentiality of the information. In some instances, when the participating organization is a health care organization, your information may be protected by the privacy standards of the Health Insurance Portability and Accountability Act (HIPAA).

By signing below, you understand and agree that:

- You have the right to receive services, even if you do not sign this consent form.
- You have the right to receive a copy of this consent form.
- Your consent permits any participating organization to add to or update your information in HMIS, without asking you to sign another consent form.
- This consent is valid for seven (7) years from the date the PPI was created or last changed.
- You may revoke your consent at any time, but your revocation must be provided either in writing or by completing the *Revocation of Consent* form. Each Participating Organization that entered information into HMIS will continue to have access to your PPI, but the information will no longer be available to any other Participating Organization.
- The Privacy Notice for the LA HMIS contains more detailed information about how your information may be used and disclosed. A copy of this notice is available upon request.
- No later than five (5) business days of your written request, we will provide you with:
 - A correction of inaccurate or incomplete PPI
 - A copy of your consent form
 - A copy of your HMIS records; and
 - A current list of participating organizations that have access to your HMIS data.
- Aggregate or statistical data that is released from the HMIS database will not disclose any of your PPI.
- You have the right to file a grievance against any organization whether or not you sign this consent.
- You are not waiving any rights protected under Federal and/or California law.

Right to Make Corrections

If you believe that your PPI in HMIS is incorrect or incomplete, you have the right to request a correction. To ask for either of these changes, send a written request, including the reason why you believe the information is incorrect or incomplete, to the HMIS Administrator of the organization that entered the information into HMIS. The organization may turn down your request if the information:

- Was not created by the organization you are requesting the change from;
- Is not part of the information that you would be allowed to look at and copy;
- Is related to another individual;
- Is found to be correct and complete.
- Is otherwise protected by law.

However, if your request for correction is denied, you have the right to request that the following language is entered next to a particular entry: "The participant disputes the accuracy of this entry."

SIGNATURE AND ACKNOWLEDGEMENT

Your signature below indicates that you have read (or been read) this client consent form, have received answers to your questions, and you freely consent to have your information, and that of your minor children (if any), entered into the HMIS database. You also consent to share your information with other participating organizations as described in this consent form.

☐ **I consent to sharing my photograph. (Check here)**

Client Name: _____ DOB: _____ Last 4 digits of SS _____

Signature _____ Date _____

☐ **Head of Household (Check here)**

Minor Children (if any):

Client Name: _____ DOB: _____ Last 4 digits of SS _____ Living with you? (Y/N)

Client Name: _____ DOB: _____ Last 4 digits of SS _____ Living with you? (Y/N)

Client Name: _____ DOB: _____ Last 4 digits of SS _____ Living with you? (Y/N)

Print Name of Organization Staff

Print Name of Organization

Signature of Organization Staff

Date

HARBOR INTERFAITH SERVICES, INC (HIS)
Termination Policy and Procedure

Termination from Harbor Interfaith (HIS) programs may include but are not limited to:

- Client choice to not participate in a HIS program and/or service.
- Client is no longer eligible for the program in which they are enrolled, based on program guidelines and eligibility of the funders.
- Violation of program requirements as listed below:
 1. Acts of threat or violence against another participant and/or staff.
 2. Drug and/or alcohol use on-site.
 3. Theft or destruction of agency property.
 4. Possession of, or use of a weapon.

If a client is terminated as a result of one of the above rules, a client conference will be held to discuss the specifics of the termination. The conference will include a review of all facts, and a review of the alleged reason that led to the termination. The assigned staff member and program director will attend the meeting with the client. If it is determined that the violation stands and the client will be terminated from the program, the following process will be applied:

Termination Process

Clients have the right to receive competent, considerate and respectful care by the agency's staff. If a client requests a review of the termination, he/she may proceed as follows:

1. The request must be submitted in writing to the appropriate department as identified below.
 - (310) 547-3762 (Isabel Lopez, Children's Center)
 - (310) 831-9123 (, Family Resource Center-FRC)
 - (310) 770-1241 (Lisa Gray, Interim Housing & ICMS)
 - (310) 770-0371 (Ramon Rendon, Beach Cities Programs & Redondo Beach Pallet Shelter)
 - (310) 766-4201 (Aaron Street, Torrance Pallet Shelter)
 - (562) 549-5911 (Cheryl Townsend-Hartdige, 26 point 2)
2. After reviewing the document, an appointment will be made with the Director as specified above and the Executive Director/CEO, and if necessary, the assigned Case Manager. The entire process will be addressed within 72 business hours of receipt of the request, in writing.
3. If the termination stands, the client will receive a written Termination Notice that contains the reason(s) for the termination within 72 business hours.
4. All written documents will be submitted to the Grievance Coordinator at the Los Angeles Homeless Services Authority (LAHSA) 811 Wilshire Blvd., Suite 600 Los Angeles, California 90017. LAHSA Fax Number: (213) 892-0093

The termination will be in effect until all procedures have been followed and a final resolution has been made. Client may be eligible to access services at a later date, upon case review and discussion with the client.

Documenting a Termination

All terminations from a HIS program will be documented in the client file and updated in HMIS (or applicable program database) in accordance with funding requirements and HIS documentation procedures. The client will be given a written statement with the reason/s for termination within 72 business hours.

LAHSA will be notified in writing of all unresolved terminations. All completed forms will be submitted to the Grievance Coordinator at the Los Angeles Homeless Services Authority (LAHSA) 811 Wilshire Blvd., Suite 600 Los Angeles, California 90017, Fax (213) 892-0093.

The above-referenced termination procedures must be followed as written above. All program terminations will be kept on file in the designated program for up to five years.

Harbor Interfaith Services Inc. (HIS) Termination Policy and Procedure will be given to all clients at Intake/enrollment.

I _____ have read and understand the HIS termination policy and procedure and acknowledge this by my signature below.

Client Signature: _____

Date: _____

Staff Signature: _____

Date: _____



DHS- INTERIM HOUSING

SECTION III: HOUSING DOCUMENTATION

Please select the housing subsidy that applies (Select one)

- ☐ HACLA
- ☐ LACDA
- ☐ DHS -PSH

Housing Information (Check all that apply)

- ☐ Voucher *(If Applicable)*
- ☐ Current Lease
- ☐ Rental Application *(If Applicable)*
- ☐ Move in Assistance/Furniture Request
- ☐ Recertification Application

Brilliant Corners Housing Documents (Check all that apply)

- ☐ Unit Identification form *(If Applicable)*
- ☐ Move in Assistance/Furniture Request
- ☐ General Assistance Request *(If Applicable)*
- ☐ Recertification Application

Verified by:_____



DHS-INTERIM HOUSING

SECTION IV: ASSESSMENTS AND PLANNING

- ☐ Housing Services Log
- ☐ Initial Assessment
- ☐ Goals and Plans for Success (GPS)
- ☐ Budget

Verified by:_____

HOUSING SERVICES LOG

Participant's Name:	CHAMP ID #:
Housing Services Log: Form should be completed on a weekly basis. A minimum of <u>3</u> Housing leads should be discussed each week.	

Date	Unit Address & Phone Number	Phone number	Client Accepted (Y/N)	Client Response	Outcome

Client Name	Client Signature	Date
Case Manager Name	Case Manager Signature	Date
Supervisor Name	Supervisor Signature	Date

CLIENT ID:

INITIAL ASSESSMENT

Assessment Date:

Interviewed by:

Client contact number:

DEMOGRAPHIC INFORMATION

First Name:		Middle Name:		Last Name:	
AKA (alias):		Height: Weight:		Date of Birth: Age:	
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender	Place of Birth: City: State: Country:	Residency Status: <input type="checkbox"/> US Citizen <input type="checkbox"/> Legal Resident	Race: <input type="checkbox"/> Caucasian <input type="checkbox"/> Latino/a <input type="checkbox"/> Black/African American <input type="checkbox"/> Other:	Primary Language: <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Other:	
Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Significant Other <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Widowed Do you want to live with your partner? <input type="checkbox"/> Yes <input type="checkbox"/> No Explain:				Religious Preference: <input type="checkbox"/> Christianity <input type="checkbox"/> Catholicism <input type="checkbox"/> Baptist <input type="checkbox"/> Judaism <input type="checkbox"/> Muslim/Islam <input type="checkbox"/> Buddhism <input type="checkbox"/> None <input type="checkbox"/> Other:	

EDUCATION

What is the highest level of education that you have completed?	
Were you ever in special education classes as a minor (under 18)?	<input type="checkbox"/> YES <input type="checkbox"/> NO

EMPLOYMENT

If employed: Where are you employed? How long have you been employed? What is your current job title?	
If NOT employed, what are your reasons for not being employed: <input type="checkbox"/> Medical <input type="checkbox"/> Substance Abuse <input type="checkbox"/> Psychiatric <input type="checkbox"/> Other	
Do you have a job you currently do not report? If YES, what type of work do you do? How much is your income from this work?	<input type="checkbox"/> YES <input type="checkbox"/> NO
When was the last time you worked?	
What did you do at your last place of employment?	
What was your longest full time job?	

MEDICAL HISTORY			
Do you have health insurance? If YES, what kind:			<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you have any allergies to medications or food? If YES, what are they:			<input type="checkbox"/> YES <input type="checkbox"/> NO
Does patient have any of the following medical conditions that impact their independent living?			<input type="checkbox"/> YES <input type="checkbox"/> NO
1. Colostomy bag	4. Feeding tube	7. Incontinent of urine or feces	
2. Urinary catheter	5. Ongoing intravenous therapy	8. Evidence of active TB	
3. Tracheotomy	6. Wounds that require wound care	9. At risk for alcohol withdrawal seizures/DTs and need detox	
Does patient you have any health or medical conditions?			<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, what are they:			
1.	4.	7.	
2.	5.	8.	
3.	6.	9.	
Are you receiving treatment for those conditions?			<input type="checkbox"/> YES <input type="checkbox"/> NO
If NO, why not?			
If YES, complete section below:			
CURRENT MEDICAL PROVIDER			
PRIMARY CARE PROVIDER	NAME OF DOCTOR	ADDRESS	PHONE NUMBER
TYPE OF SPECIALIST(S)	NAME OF DOCTOR	ADDRESS	PHONE NUMBER
HISTORY OF EMERGENCY ROOM VISIT(S)			
DATE	HOSPITAL NAME	CITY, STATE	REASON FOR ER VISIT
HISTORY OF INPATIENT ADMISSION(S)			
DATE	HOSPITAL NAME	CITY, STATE	REASON FOR ADMISSION
HISTORY OF SURGERIES			
DATE	TYPE OF SURGERY	CITY, STATE	OUTPATIENT or INPATIENT

FUNCTIONAL ASSESSMENT & SPECIAL NEEDS ASSESSMENT					
PHYSICAL CHALLENGES					
Assistive Device/Machine	YES	NO	Assistive Device/Machine	YES	NO
Cane	<input type="checkbox"/>	<input type="checkbox"/>	Walker	<input type="checkbox"/>	<input type="checkbox"/>
Limb Braces	<input type="checkbox"/>	<input type="checkbox"/>	Wheel Chair	<input type="checkbox"/>	<input type="checkbox"/>
Talking Devices	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>
ACTIVITIES OF DAILY LIVING (ADLs)					
Walk	<input type="checkbox"/> Self	<input type="checkbox"/> Partial assistance	<input type="checkbox"/> Complete assistance		
Bathing / Shower:	<input type="checkbox"/> Self	<input type="checkbox"/> Partial assistance	<input type="checkbox"/> Complete assistance		
Brush teeth:	<input type="checkbox"/> Self	<input type="checkbox"/> Partial assistance	<input type="checkbox"/> Complete assistance		
Use toilet:	<input type="checkbox"/> Self	<input type="checkbox"/> Partial assistance	<input type="checkbox"/> Complete assistance		
Cooking:	<input type="checkbox"/> Self	<input type="checkbox"/> Partial assistance	<input type="checkbox"/> Complete assistance		
Cleaning:	<input type="checkbox"/> Self	<input type="checkbox"/> Partial assistance	<input type="checkbox"/> Complete assistance		
Wash clothes:	<input type="checkbox"/> Self	<input type="checkbox"/> Partial assistance	<input type="checkbox"/> Complete assistance		
Use public transportation:	<input type="checkbox"/> Self	<input type="checkbox"/> Partial assistance	<input type="checkbox"/> Complete assistance		
CASE MANAGER: Does client have awareness of medical condition?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
CASE MANAGER: Did Case Manager observe client demonstrate appropriate mobility/functioning?				<input type="checkbox"/> YES	<input type="checkbox"/> NO

PSYCHIATRIC HISTORY				
Have you ever been diagnosed with a mental health illness or received mental health services?				<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, what is your diagnosis or what have you received services for?				
When were you diagnosed and where (clinic/facility)?				
Where other places have you received services before?				
DATES IN TREATMENT	MENTAL HEALTH AGENCY	Individual Therapy	Group Counseling	Psychiatry
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are you currently enrolled in mental health services? (NOTE: If YES, sign consent to release information)				<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, where:				
If YES, what kind of services are you receiving? (i.e. therapy, psychiatry, group counseling, life skills, housing, etc)				
Are you taking any medications for mental health?				<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, names of medications, dose, and side effects:				
MEDICATION	DOSE	SIDE EFFECTS		
a) Have you ever been hospitalized for mental health reasons?				<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, what for and how many times?				
What is voluntary or involuntary?				
b) Do you have a family history of mental health illness?				<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, who and what type of illness:				
CURRENT RISK AND SAFETY CONCERNS				
Have you ever had thoughts of hurting yourself/suicide?				<input type="checkbox"/> YES <input type="checkbox"/> NO
Have you ever attempted to hurt yourself/commit suicide?				<input type="checkbox"/> YES <input type="checkbox"/> NO

If YES to above, number of attempts and method(s): Most recent attempt:	
Do you currently experience thoughts about hurting yourself/committing suicide?	<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES to above, does client have intent, a plan, and means? Does client have safety plan?	
Have you ever thought about injuring or causing harm to someone else?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Have you ever injured or caused harm to someone else?	<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES to any of the above, explain these feelings:	
Would you be interested in individual therapy?	<input type="checkbox"/> YES <input type="checkbox"/> NO
TRAUMA/ABUSE HISTORY	
Have you ever been physically, emotionally, or sexually abused?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Have you recently been a victim of violence/abuse?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are there any other traumatic experiences that you feel would be important for me to know? If YES, explain:	<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES to any of the above, do you want to work through these issues?	<input type="checkbox"/> YES <input type="checkbox"/> NO
THOUGHT DISORDER QUESTIONNAIRE	
Are there ever thoughts/voices that you cannot get out of your head?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Have you ever felt like someone was reading your mind or making you think things?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Have you ever felt that your mind was playing tricks on you?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you hear voices? If YES, what do the voices say? How long have you been hearing voices? Are the voices female or male? What do they tell you to do? Are they inside or outside of your head?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you ever feel like someone is following you or out to get you? If YES, who?	<input type="checkbox"/> YES <input type="checkbox"/> NO

DRUG/ALCOHOL/ADDICTION							
Have you ever used drugs and alcohol in your lifetime?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
Substance		Age first used		Last time used		Frequency	
Substance		Age first used		Last time used		Frequency	
Substance		Age first used		Last time used		Frequency	
If YES, drug of choice:							
Do you think that you have a drug or alcohol problem? Or has anyone ever suggested that you have a drug or alcohol problem? If YES, explain:						<input type="checkbox"/> YES <input type="checkbox"/> NO	
Have you ever tried to quit on your own or cut down on your drug or alcohol use? If YES, explain:						<input type="checkbox"/> YES <input type="checkbox"/> NO	
Have you ever received help in the past for substance use issues? If YES, <input type="checkbox"/> Detox <input type="checkbox"/> Outpatient or <input type="checkbox"/> Residential treatment program? Name of Program: Dates: Was it beneficial? How?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
Would you be interested in treatment? (CASE MANAGER: If YES, make referral to CASC)						<input type="checkbox"/> YES <input type="checkbox"/> NO	
Do you think you have any other Addictive Behaviors such as eating, gambling, sex, shopping, video games, etc.?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
Family history of alcohol and/or substance abuse:							

FAMILY/SOCIAL RELATIONSHIPS

Whom do you have support from?

☐ Family ☐ Friends ☐ Other ☐ No one

Do you socialize with others?

☐ YES ☐ NO

If YES, what do you do for socialization?

Do you have family or friends you can confide in?

☐ YES ☐ NO

What do you do to manage your feelings?

Have you ever participated in Case Management/Supportive Services before?

☐ YES ☐ NO

If YES:

Where (name of clinic/facility/agency):

Name of last case manager:

What services were you assisted with?

How long:

CHILDREN

Do you have any children?

☐ YES ☐ NO

If YES, name(s) and age(s):

Do you have any children?

☐ YES ☐ NO

If YES, name(s) and age(s):

Name:

Age:

Name:

Age:

Name:

Age:

If children are under the age of 18, do you have legal custody of your children?

☐ YES ☐ NO

If NO, what are the reasons you do not have custody?

Do you owe child support?

☐ YES ☐ NO

Have you ever been involved with DCFS?

☐ YES ☐ NO

If YES, explain:

Do you have an open DCFS case?

If YES, explain:

If YES, do you have a court-ordered case plan and what is it?

☐ YES ☐ NO

If YES, name and contact information for DCFS case worker:

(NOTE: If client agrees, sign release of information to coordinate treatment)

SIGNATURE

(Case Manager)

(Date)



GOALS AND SERVICE PLAN

Client Name: _____

CID: _____

Date: _____

Please choose 3 goals to address per Individual Service Plan. Case management will be aligned with the following for 3 months with intent to accomplish goal. Re-assessment will be conducted and documented in CHAMP.

Goal 1☐ Housing☐ Physical/
Mental Health☐ Substance Use/
Medication Management☐ Life Negotiation Skills/
Employment/ Benefits☐ ADLs/ IADLs (Independent/
Activities of Daily Living)

Objective: _____

Client Participation: _____

Intervention: _____

Outcome: _____

Outcome Date: _____

Goal 2☐ Housing☐ Physical/
Mental Health☐ Substance Use/
Medication Management☐ Life Negotiation Skills/
Employment/ Benefits☐ ADLs/ IADLs (Independent/
Activities of Daily Living)

Objective: _____

Client Participation: _____

Intervention: _____

Outcome: _____

Outcome Date: _____

Goal 3☐ Housing☐ Physical/
Mental Health☐ Substance Use/
Medication Management☐ Life Negotiation Skills/
Employment/ Benefits☐ ADLs/ IADLs (Independent/
Activities of Daily Living)

Objective: _____

Client Participation: _____

Intervention: _____

Outcome: _____

Outcome Date: _____

Client Signature: _____ Date: _____

Staff Signature: _____ Date: _____

CLIENT BUDGET WORKSHEET

CLIENT NAME: _____ DATE: _____

Current housing situation: _____

Number in household: _____

Total monthly income: * _____ Total monthly expenses: _____

Income Sources	Household Member's Name	Amount	Month/Year
AFDC (TANF)*		\$	per
General Relief		\$	Per
Employment PT/FT*		\$	Per
VA Benefits		\$	Per
S.S.I./S.S.A		\$	Per
Disability		\$	Per
Unemployment		\$	Per
Foster Care		\$	Per
Disabled Family Member		\$	Per
Educational Assistance		\$	Per
Child Support		\$	per
Military		\$	per
Pension		\$	Per
Business Income		\$	per
Other Income		\$	per

Vehicle Information

Do you or any household member own a vehicle(s)? Yes _____ No _____

If **YES** and the vehicle is financed, how much is owed \$ _____ What is the monthly payment? \$ _____

Do you have car insurance? Yes _____ No _____ If Yes, How much do you pay per month/quarter? \$ _____

Medical Information

Do you have medical/health insurance? Yes ____ No ____ Payment per month/quarter/year? \$ _____

If Yes, What type of coverage do you have? _____

Do you pay for medicines or other out-of-pocket medical expenses? Yes ____ No ____

If Yes, what are they? _____

How much do you pay out of pocket per month (on average)? \$ _____

EXPENSES for NEXT 3 MONTHS

#1 Current Monthly Expenses

Rent	\$	Medical Insurance	\$	Clothing	\$
Gas	\$	Out of pocket Medical	\$	Life Insurance Policy	\$
Electric	\$	Public Transportation	\$	Furniture Payment	\$
Water	\$	Automobile Payment	\$	Credit Card Payments	\$
Trash	\$	Car Insurance Payment	\$	Childcare	\$
Telephone	\$	Gasoline/Care Repairs	\$	Cable/DTV Other	\$
Pager	\$	Household Supplies	\$	Other	\$
Cell Phone	\$	Food	\$	Other	\$

#2 Next Month's Expenses

Rent	\$	Medical Insurance	\$	Clothing	\$
Gas	\$	Out of pocket Medical	\$	Life Insurance Policy	\$
Electric	\$	Public Transportation	\$	Furniture Payment	\$
Water	\$	Automobile Payment	\$	Credit Card Payments	\$
Trash	\$	Car Insurance Payment	\$	Childcare	\$
Telephone	\$	Gasoline/Care Repairs	\$	Cable/DTV Other	\$
Pager	\$	Household Supplies	\$	Other	\$
Cell Phone	\$	Food	\$	Other	\$

#3 Third Month Expenses

Rent	\$	Medical Insurance	\$	Clothing	\$
Gas	\$	Out of pocket Medical	\$	Life Insurance Policy	\$
Electric	\$	Public Transportation	\$	Furniture Payment	\$
Water	\$	Automobile Payment	\$	Credit Card Payments	\$
Trash	\$	Car Insurance Payment	\$	Childcare	\$
Telephone	\$	Gasoline/Care Repairs	\$	Cable/DTV Other	\$
Pager	\$	Household Supplies	\$	Other	\$
Cell Phone	\$	Food	\$	Other	\$

1. Do you need budget counseling, money management, or how to consolidate your debts? () Yes () No
2. Are you currently enrolled in job training/employment services that may lead to increased income? () Yes () No
3. Are you currently applying for government benefits? () Yes () No

Plan to Increase Income and Reduce Expenses:

Action

Target Date:

1.		
2.		
3.		
4.		

Client's Signature: _____ **Date:** _____

Case Manager Signature: _____ **Date:** _____



DHS INTERIM HOUSING

SECTION V: SUPPORTIVE SERVICES

- ☐ Medical Questionnaire
- ☐ Case Notes
- ☐ Copies of Receipts

Verified by:_____

Medical History Questionnaire

Client Name:	
Age	
List All Known Allergies (If applicable)	

Please check Yes or No		Yes	No
1.	Do you have a chronic health condition such as: Diabetes, Congestive Heart Failure, or Uncontrolled high blood pressure?		
2.	Do you have a primary care provider?		
	2a. If you do not have a medical provider, would you like to be connect to one and receive treatment?		
3.	Do you have any memory problems?		
4.	Do you have a physical disability?		
5.	Does your health condition(s) prevent you from doing things that you would like to do, such as daily activities, walking around, physical activity, or employment?		
6.	Do you think you need a denist?		
	6a. If yes, would like help arranging this?		
7.	Do you have trouble seeing?		
	7a. If yes, do you think you need new or updated pair of glasses?		
	7b. If yes, have you been told that you have vision problem that glasses will not fix?		
8.	Do you have difficulty hearing?		
	8a. If yes, does it interfere with your daily activities?		
	8b. If yes, would you like help addressing this?		

Medical History Questionnaire

Please check Yes or No		Yes	No
9.	Are you taking any prescribed medication?		
10.	Have you ever had issues with any of the following mental health conditions? Check all that apply. If no, skip to next question. <div style="display: flex; justify-content: space-between;"> <div> __Depression __Anxiety __Schizophrenia __Manic Episodes __PTSD/Flashbacks/Nightmares __Homicidal ideation </div> <div> __Hallucinations __Delusions __Succidal Thoughts __Self-Harming __Anger Management __Other: _____ </div> </div>		
11.	Do you currently see a mental health provider?		
	11a. If no, would you like one?		

Primary Care Information			
Name of Provider			
Address			
Phone Number			
Medications			
Complete if currently taking medication			
Name of Medication	Dosage	Reason(s)	Side Effects if any
Example: Seroquel	10mg/3x a day	Bipolar disorder	Sleepiness, dry mouth, forgetfulness.

Medical History Questionnaire

--	--	--	--

Mental Health Care Information	
Name of Provider	
Address	
Phone Number	

Please provide any other information regarding your health that you feel it is important for us to know such as any dietary restrictions, medication that needs to be stored in a refrigerator, etc.



DHS INTERIM HOUSING

SECTION VI: EXIT FORMS

- ☐ Exit Form
- ☐ Incident Reports
- ☐ Miscellaneous

Verified by: _____

Exit Summary Form

Participant Name: _____ CHAMP ID: _____

Program Name: _____ Program Start Date: _____

HOUSING STATUS

Participant Housing Status at Exit:

- ☐ Transitional Housing for homeless persons (including homeless youth)
- ☐ Permanent Housing
- ☐ Remained in Permanent Housing (Only for Prevention Program)
- ☐ Exited to a Rapid Re-Housing Program
- ☐ Exited to another program that provides housing search and placement assistance
- ☐ Other: _____

PERMANENT HOUSING DESTINATION ADDRESS

(Only complete if participant has moved into permanent housing or youth has moved into transitional housing placement)

Move-In Date: _____

Street Address: _____ Unit/Apt #: _____

City: _____ State: _____ Zip Code: _____

CHAMP EXIT REPORTING

- ☐ CHAMP Exit Destination reported: _____
- ☐ Move-In Date reported for permanent housing

REASON FOR PROGRAM EXIT

- | | |
|--------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> Completed Program Goals | <input type="checkbox"/> Linked to Another Program |
| <input type="checkbox"/> Self-Resolved Housing Crisis | <input type="checkbox"/> Duly enrolled in another program |
| <input type="checkbox"/> Refused contact for 90 Days or more | <input type="checkbox"/> Hospitalized or Incarcerated for 90 Days or more |
| <input type="checkbox"/> Relocated to Another CoC | <input type="checkbox"/> No longer eligible for services |
| <input type="checkbox"/> Other _____ | |

EXIT QUESTIONS

I. What progress and achievements were made towards goals defined in the Care Plan?

II. What supports or services are needed for the participant to retain permanent housing?

III. Does the participant have access to the needed supports or services?

SIGNATURES

Participant Name

Participant Signature

Date

Staff Name

Staff Signature

Date

Supervisor Name

Supervisor Signature

Date

EXHIBIT V

MONTHLY SUMMARY SHEET

RACE/ETHNICITY

White _____
Black/African American _____
Asian _____
American Indian or Alaskan Native _____
Native Hawaiian or Other Pacific Islander _____
American Indian or Alaska Native AND White ____ #
Asian AND White _____
Hispanic/Latino _____
Black/African American AND White _____
American Indian/Alaska Native AND Black/African American ____ #
Other: _____

SEX

Female Head of Household _____ (i.e., female with dependent child)

INCOME

Total Redondo Beach Clients _____
Total Low Income _____ (51%-80% Area Median Income)
Total Very Low Income _____ (31%-50% Area Median Income)
Total Extremely Low Income _____ (Equal to or less than 30%)
Total Non-Low Income _____

Agency Director

Agency Name

EXHIBIT VI

PUBLIC SERVICE AGENCY EXPENDITURE REPORT CITY OF REDONDO BEACH DEPARTMENT OF COMMUNITY SERVICE

1. Contractor's Name: _____ 2. Address of Contractor: _____
3. Fiscal Year Report No. _____ 4. Report Period
Month or Quarter _____
5. Contact Person: _____ 6. Telephone No.: _____

I. REQUEST FOR PAYMENT

1. Total Cumulative Expenditures (Section II, Column C-2, Line 5) \$ _____
2. Reimbursements to Date \$ _____
3. Amount Requested for Payment \$ _____

CITY USE ONLY

Date Report Received _____ *Amount Authorized* _____
Date Report Reviewed _____ *Reviewed By* _____

II. CITY FUNDED EXPENDITURES

A. LINE ITEM COSTS	B. PROGRAM BUDGET	C. EXPENDITURES		D. AVAILABLE BALANCE
		1. Current	2. Cumulative	
1. Staff Salary: wages				
2. Equipment				
3. Rent/Lease Costs				
4. Other				
5. Total Costs				

EXHIBIT VII

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project. An umbrella policy may be used to provide additional liability coverage, so long as the combined General Liability coverage (General Liability and umbrella) is at least \$2,000,000.

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

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and

volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for

subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203		CONTACT NAME: Rachael Orman PHONE (A/C, No, Ext): 818 539 9422 E-MAIL ADDRESS: Rachael.Orman@ajg.com FAX (A/C, No): 818 539 1510	
INSURED Harbor Interfaith Services, Inc. South Bay Auxiliary of Harbor Interfaith Services 670 W. 9th St. San Pedro CA 90731		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Hudson Excess Insurance Company INSURER C: Philadelphia Indemnity Insurance Company INSURER D: INSURER E: INSURER F:	
License#: 0D69293 HARBINT-01		NAIC # 11991 14484 18058	

COVERAGES**CERTIFICATE NUMBER:** 248712262**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
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		PHPK2709876-000	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2709876-000	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB918948-000	4/1/2025	4/1/2026	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) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCC335155A-25	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Directors & Officers			HFP-HE-NPP-9742-040125	4/1/2025	4/1/2026	Per Claim Aggregate Retention \$1,000,000 \$2,000,000 \$10,000

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

Policy: Abuse and Molestation Liability
Policy#: PHPK2709876-000
Carrier: Philadelphia Indemnity Insurance Company
Policy Term: 4/1/2025 To 4/1/2026
Per Claim: \$1,000,000 / Aggregate: \$3,000,000

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Harbor Interfaith Services, Inc. South Bay Auxiliary of Harbor Interfaith Services 670 W. 9th St. San Pedro CA 90731
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy: Professional Liability
 Policy#: PHPK2709876-000
 Carrier: Philadelphia Indemnity Insurance Company
 Policy Term: 4/1/2025 To 4/1/2026
 Per Claim: \$1,000,000 / Aggregate: \$3,000,000

Policy: CRIME
 Policy#: MML-003833-0425
 Carrier: Atlantic Specialty Insurance Company
 Policy Term: 4/1/2025 To 4/1/2026
 Employee Theft: Limit: \$1,000,000/ Deductible: \$10,000
 Forgery or alteration: Limit: \$1,000,000/ Deductible: \$10,000
 Theft of money and securities : \$1,000,000/ Deductible: \$10,000
 Robbery or burglary of other property : \$1,000,000/ Deductible: \$10,000
 Money and Security : \$1,000,000/ Deductible: \$10,000
 Computer Fraud and Funds Transfer Fraud: \$1,000,000/ Deductible: \$10,000

Certificate holder is named additional insured with respect to the operations of the named insured. Workers Compensation coverage is evidence only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277	All Insured Premises and Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF REDONDO BEACH COMMUNITY
DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE FUNDING AGREEMENT

Contractor: ST. PAUL'S UNITED METHODIST CHURCH,
REDONDO BEACH

Project Title: PROJECT NEEDS

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**AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH AND
ST. PAUL'S UNITED METHODIST CHURCH, REDONDO BEACH
RELATING TO PROJECT NEEDS**

THIS AGREEMENT ("Agreement") is entered into between the City of Redondo Beach, a chartered municipal corporation ("City") and St. Paul's United Methodist Church, Redondo Beach, a California nonprofit corporation ("Contractor"), with reference to the following: Project Needs.

WITNESSETH

WHEREAS, the City has entered into a Grant Agreement with the United States Department of Housing and Urban Development, ("HUD"), pursuant to Title I of the Housing and Community Development Act of 1974, as amended, to address the community development needs of the City (the "HUD Grant Agreement");

WHEREAS, the City has received the Community Development Block Grant ("CDBG") from HUD to administer City programs as described in the HUD Grant Agreement;

WHEREAS, the City Community Services Department has been designated by the City to provide for proper planning, coordination and administration of these programs;

WHEREAS, the City Community Services Department cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out these programs;

WHEREAS, the project which is the subject of this Agreement has been established by the City as one of the above described programs, and has been approved by the City Council and the Mayor of the City of Redondo Beach; and

WHEREAS, the City wishes to engage the Contractor to provide the services described herein to carry out this project.

NOW, THEREFORE, the City and the Contractor agree as follows:

AGREEMENT

ARTICLE I

INTRODUCTION AND CONDITIONS PRECEDENT

101. **Parties to the Agreement**

The parties to this Agreement are:

1. The City of Redondo Beach, a chartered municipal corporation, having its principal office at 415 Diamond Street, Redondo Beach, California 90277.
2. St. Paul's United Methodist Church, Redondo Beach, a nonprofit institution incorporated under the laws of the State of California, having its principal offices at 2600 Nelson Avenue, Redondo Beach, California 90278.

102. **Representatives of the Parties and Service of Notices**

The representatives of the respective parties to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the City shall be, unless otherwise stated in the Agreement:
Elizabeth Hause, Community Services Director
Community Services Department
1922 Artesia Boulevard
Redondo Beach, California 90278
2. The Administrative representative of the Contractor shall be: Donna Barr, Director
St. Paul's United Methodist Church
Redondo Beach 2600 Nelson Avenue
Redondo Beach, California 90278
3. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail. Notice by mail shall be deemed communicated as of the date of mailing.

103. **Time of Performance**

The term of this Agreement shall commence on July 1, 2025 and end on June 30, 2026, which is subject to the provisions of sections 301, 302, and 701 herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in section 601.B.

104. Conditions Precedent

- A. Prior to the execution of this Agreement, the parties have cooperated in the preparation of the following:
 - 1. Program Budget. A summary by cost category of the projected annual expenditures for approved services. Budgets described herein shall be adhered to unless modified and approved in writing as provided by section 606 of this Agreement. The Program Budget is attached hereto as Exhibit I, and by this reference incorporated herein.
 - 2. Job Description. An individual job description for the CDBG- funded personnel, attached hereto as Exhibit II, and by this reference incorporated herein.
- B. Prior to the execution of this Agreement, the Contractor shall provide the City with copies of the following documents:
 - 1. Contractor's Articles of Incorporation, and all amendments thereto, as filed with the Secretary of State.
 - 2. Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.
 - 3. Resolutions or other corporate actions of the Contractor's Board of Directors, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents.

ARTICLE II

DUTIES AND POWERS OF THE CONTRACTOR

201. Services to be Provided by the Contractor

- A. Client Eligibility
 - 1. During the term of this Agreement, Contractor shall ensure that at least fifty-one percent (51%) of the total persons served under this Agreement shall meet the low- and moderate-income guidelines as determined by HUD, as described in Exhibit III, attached hereto and by this reference incorporated herein.
 - 2. Contractor shall document income and residency for each

CDBG-funded client, and maintain signed "Client Intake" sheets and its attachments, as provided in Exhibit IV, attached hereto and by this reference incorporated herein. Contractor shall also make each file available for City staff to examine upon request.

3. Contractor shall submit a "Quarterly Summary Sheet," as described in Exhibit V, attached hereto and by this reference incorporated herein, with each request for payment. The City in its sole discretion, may withhold payment if Contractor does not submit the "Quarterly Summary Sheet."

B. Services to be Provided

1. Contractor shall provide a free, home-style meal each and every Tuesday night from 5:15-6:30 p.m. in Stephen's Hall at St. Paul's United Methodist Church, Redondo Beach located at 2600 Nelson Avenue, Redondo Beach, California 90278.
2. As available, Contractor shall provide free clothing and toiletries each week at its dinner.
3. Contractor shall maintain a food pantry and distribute food to families and individuals on the first and third Thursday mornings of each month from 9:00-11:00 a.m.
4. Contractor shall make situation-appropriate referrals to various agencies, organizations and programs.
5. Contractor shall communicate with the other similar programs in the area for mutual support and sharing of resources. Contractor shall also ensure surplus donations of food and clothing shall be shared with appropriate agencies.
6. Contractor shall work cooperatively with the City (and other nonprofit organizations at the City's request) in its efforts to implement programs that reduce the impact of homelessness within the City. At City's request, Contractor shall send a representative to attend (1) a one-day South Bay Homeless Summit and (2) a one-day training workshop on Los Angeles County's Coordinated Entry System (including Coordinated Entry Assessment Tool training).

C. Intended Beneficiaries

Contractor shall ensure at least ninety (90) City residents shall be served during the contract period.

ARTICLE III

DUTIES OF THE CITY

301. Compensation

- A. The City shall pay to the Contractor an amount not to exceed \$10,864 for complete and satisfactory performance of the terms of this Agreement; for the period July 1, 2025 through June 30, 2026 only; subject to the provisions of sections 302 and 605 of this Agreement.
- B. Funding for the periods set forth by the foregoing Subsection A is subject to change in accordance with the availability of CDBG funds provided to the City by HUD. The City reserves the right to change the amount of Compensation set forth herein accordingly.
- C. The City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Agreement and as understood by both parties that the City makes no commitment to fund this project beyond the term of this Agreement.
- D. Contractor may be reimbursed for expenditures that exceed individual cost categories as outlined in Exhibit I, provided that the total amount requested for reimbursement does not exceed the total amount set forth in Section 301.A.

302. Funding of the Agreement

Notwithstanding the provision of section 103, Time of Performance, concerning the term of the Agreement, funding shall be provided according to the following provision:

Funding for the period July 1, 2025 through June 30, 2026 shall be as set forth by section 301, Compensation herein and is subject to changes set forth by the foregoing subsection 301.C.

ARTICLE IV

METHOD AND TIME OF PAYMENT

401. Payment to the Contractor

- A. The Contractor shall be reimbursed for all expenses authorized under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement.
- B. Unless other arrangements are made, the City will issue reimbursement checks within 45 days of City's receipt of Contractor's "Public Service Agency Expenditure Report" (Exhibit VI) and the "Quarterly Summary Sheet" (Exhibit V), which shall detail clients served to-date under this Agreement.

402. Withheld Payments

- A. Unearned payments under this Agreement may be suspended or terminated if grant funds to the City are suspended or terminated, or if the Contractor refuses to accept additional conditions imposed on it by HUD under the HUD Grant Agreement or the City.
- B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.
- C. Payments to the Contractor may be withheld by the City if the Contractor fails to comply with the provisions of this Agreement.

403. Receipt, Use, and Accountability of Other Than Budgeted Funds

The Contractor agrees that income funds realized as a result of activities which are funded by this Agreement shall be reported in writing to the City along with the Contractor's quarterly reports. The Contractor further agrees that all such income funds shall: (1) constitute Program Income as described in section 612; (2) be the property of the City; (3) be used solely to offset the operating expenses of the activities funded by this Agreement; and (4) be subject to all of the provisions of this Agreement.

404. Utilization of Funds

Funds paid to the Contractor pursuant to this Agreement shall be used exclusively for the activities set forth by this Agreement.

ARTICLE V

REPORTS, RECORDS AND AUDITS

501. Reporting Requirement

- A. At such times and in such forms as the City may require, Contractor shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.
- B. On or before the fifteenth day of the month following a three-month period, the Contractor shall submit to the City a "Public Service Agency Expenditure Report," including copies of invoices. A copy of the "Public Service Agency Expenditure Report" form is attached hereto as Exhibit VI and by this reference incorporated herein.

502. Maintenance of Records

- A. Records, in their original form, shall be maintained in accordance with requirements prescribed by HUD under the HUD Grant Agreement and the City with respect to all matters covered by this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and all other pending matters are closed. "Pending matters" include, but are not limited to, audit, litigation, or other actions involving records. The City may, at its discretion, take possession and retain said records.
- B. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within the Los Angeles Area unless authorization to remove them is granted in writing by the City.

503. Audits and Inspections

At any time during normal business hours and as often as HUD, the U.S. Comptroller General, or the City may deem necessary, the Contractor shall make available to the City for examination, all of its records with respect to all matters covered by this Agreement. The City and the U.S. Comptroller General shall have the authority to audit, examine and make excerpts or transcripts from records,

including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

1. The City shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the City, the City reserves the right to withhold any or all of its funding to the Contractor until such time as they do meet these standards.
2. The City shall have the authority to examine all forms and documents used, including, but not limited to, client files, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the Contractor. It further reserves the right to require that personnel forms and documents be pre-numbered and kept under accounting control.
3. The City may require the Contractor to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.
4. The City reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted. Such sites may include the home office, any branch office or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Agreement.
5. The City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement.
6. Subject to the discretion of the City, certain authorized members of the City shall have the right to be present at any and all of the Contractor staff meetings, Board of Directors meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this Agreement.
7. When a fiscal or special audit determines that the Contractor has expended funds which are questioned under the criteria set

forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs. The City shall determine any amount to be paid to the Contractor during the period of audit.

D. Accounting Practices

The Contractor shall maintain a system of internal control in accordance with accepted accounting practices as approved by the City. Internal control comprises the plan or organization and all of the coordinate methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency and assure adherence to prescribed management policies.

E. Documentation of Expenditures

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders, or other accounting documents shall be clearly identified and readily accessible.

ARTICLE VI

GENERAL TERMS AND CONDITIONS

601. Indemnification and Insurance Requirements

A. Indemnification

To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful

misconduct of the City.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

1. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
2. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

B. Insurance

Contractor shall comply with the requirements set forth in Exhibit VII. Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

602. Prohibition Against Assignment

- A. The Contractor shall not assign this Agreement, nor assign or transfer any interest or obligation in this Agreement (whether by assignment or novation) without prior written consent of the City, which may be withheld in the City's sole discretion.
- B. The Contractor shall not enter into any agreement with any other party under which such other party shall become the recipient of claims due or to become due to the Contractor from the City without prior written consent of the City, which may be withheld in the City's sole discretion.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement.

Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale,

acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

603. Limitation of Expenditures

- A. The Contractor shall not expend funds provided under this Agreement subsequent to the suspension or termination of this Agreement in accordance with sections 702 and 703.
- B. Expenditures shall be made in conformance with the Program Budget (Exhibit I).
- A. Expenditures shall comply with 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including Subpart D (Administrative Requirements), Subpart E (Cost Principles), and Subpart F (Audit Requirements), to the extent applicable to CDBG funded activities.
- C. Expenditures shall be in direct support of the project which is the subject of this Agreement. The Contractor shall notify the City in writing of any expenditures for items jointly used for any other projects(s) and the expenditures shall be apportioned according to the percentage of direct use for this project.
- D. Budget changes shall have the prior written approval of the City. Unauthorized expenditures may result in withheld payments.

604. Limitation of Corporate Acts

The Contractor shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under section 301 herein or take any other steps which may materially affect the performance of this Agreement without first notifying the City in writing.

The Contractor shall notify the City immediately in writing of any change in the Contractor's corporate name.

605. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work performance. Should the City determine

that the Contractor is in non-compliance with any contractual obligations, the City shall take appropriate action as provided by section 701 of this Agreement.

- B. In the event that CDBG funds to the City are reduced, suspended or terminated by HUD, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

606. Amendment(s) to this Agreement

Either party may request an Amendment to this Agreement. Amendments to this Agreement must be in writing and properly executed by both parties and approved by the City Council.

607. Compliance with Statutes and Regulations

- A. The Contractor warrants and certifies that in the performance of this Agreement, it shall comply with all applicable 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 laws and regulations pertaining to labor, wages, hours and other conditions of employment, and the City's Affirmative Action Plan.
- B. Examples of applicable statutes, rules, regulations, or requirements include, but are not limited to the following:
 - 1. 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards);
 - 2. 24 Code of Federal Regulations Part 570 (Community Development Block Grant Regulations);
 - 3. Copeland "Anti-Kickback" Act (18 U.S.C. § 874) (29 C.F.R., Part 3);
 - 4. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) (29 C.F.R., Part 5);
 - 5. Clean Air Act, as amended (42 U.S.C. § 7401, et seq.);
 - 6. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, et seq.);
 - 7. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and

implementing regulations;

8. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (42 U.S.C. § 2000e), and implementing regulations;
9. Section 3 of the Housing and Urban Development Act of 1968, as amended; and the implementing regulations at 24 C.F.R. Part 135;
10. Section 503, Affirmative Action for Handicapped Workers (\$2,500+);
11. Section 402, Affirmative Action for Vietnam Era Veterans (\$10,000+);
12. The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq.) and implementing regulations;
13. Executive Order 11246, Non-Discrimination;
14. The assurances made by the City to the HUD in its application for funds under Title I of the Housing and Community Development Act of 1974, as amended;

All applicable provisions, conditions, and assurances contained in the HUD Grant Agreement between the City and HUD (Provisions therein include, but are not limited to “Section 3” compliance, Flood Disaster Protection, Equal Employment Opportunity, Lead-Based paint Hazards, Compliance with Air and Water Acts, and Nondiscrimination); and

15. HUD’s Equal Access Rule (24 C.F.R. §§ 5.105(a)(2), 5.403) to the extent applicable to the services described in this Agreement.

C. Religious organizations must comply with the following conditions:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and

3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

608. Waivers

- A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the Contractor.
- B. 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.

609. Independent Contractor

- A. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor understands and agrees that all persons furnishing services to City pursuant to this Agreement shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- B. Contractor shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

610. Attorney's 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.

611. Nondiscrimination Provision

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, creed, color, sex, age, disability, sexual orientation, gender identity or expression, national origin, or any other legally protected characteristic in the selection and retention of subcontractors, in its

employment practices, in the provision of services to clients, or in the selection and retention of subcontractors, including procurement of materials and leases of equipment, and shall comply with all applicable federal, state, and local nondiscrimination laws.

612. Program Income

Any program income directly generated from total or partial use of City Community Development Block Grant funds shall be expended exclusively on the activities outlined in this Agreement. All terms of this Agreement shall apply to such expenditures.

613. Reversion of Assets

Upon expiration of this Agreement, Contractor shall transfer to the City any City granted CDBG funds on hand, and any accounts receivable attributable to the use of City granted CDBG funds

614. Anti-Lobbying

Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

Contractor certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

615. Conflict of Interest

Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement.

Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of

interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

616. 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.

617. Conflicting Provisions

In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

618. Non-Exclusivity

Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to provide funding to other contractors in connection with the project.

619. Confidentiality

To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder, including but not limited to, personally identifiable client information.

620. 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."

621. 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.

622. Claims

Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months

after accrual of the cause of action.

623. Interpretation

Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

624. Severability

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.

625. Authority

City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

ARTICLE VII

DEFAULTS, SUSPENSION AND TERMINATION

701. Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;
3. Suspend the Contractual Agreement in accordance with section 702; and
4. Terminate the Agreement in accordance with section 703.

702. Suspension

- A. The City, by giving written notice, may suspend all or part of the project operations for failure of the Contractor to comply with the terms and conditions of this Agreement.
- B. Said notice shall set forth the specific conditions of non-

compliance and the period provided for corrective action.

- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.
- D. Failure to take necessary corrective actions will result in withheld funds. The City shall have final authority to determine whether or not Contractor is in full compliance.
- E. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with section 601.B. Performance shall not resume without the prior written approval of City.

703. Termination

- A. The parties agree that at any time during the term of the Agreement the City may terminate this Agreement or any part hereof upon giving the Contractor at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.
- C. In the event the Contractor goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.
- D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- E. The foregoing Subsections B, C and D shall also apply if the Agreement terminates upon the date specified in section 103 or upon contractor's completion of performance.

ARTICLE VIII

ENTIRE AGREEMENT

801. Complete Agreement

This Agreement contains the full and complete Agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

802 Number of Pages and Attachments

This Agreement includes 17 pages and seven exhibits which constitute the entire understanding and agreement of the parties.

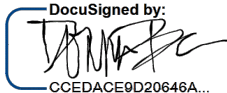
SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 10th day of February, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

ST. PAUL'S UNITED METHODIST
CHURCH, REDONDO BEACH, a
California nonprofit corporation

James A. Light, Mayor

By: 
Name: Donna Barr
Title: Director
2/4/2026 | 12:22 PM PST

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT I
PROGRAM BUDGET
JULY 1, 2025 - JUNE 30, 2026

Agency Name: St. Paul's United Methodist Church

Program Title: Project NEEDS

<u>Cost Category</u>	<u>CDBG Share</u>	<u>Agency Share</u>	<u>Total Cost</u>
Personnel	\$4,864	\$27,136	\$32,000
Lease/Rent			
Equipment			
Supplies	\$6,000	2,000	8,000
(And food)			
Professional Services			-
Other*		\$200	\$200
(Bank Fees)			
Total	\$10,864	\$29,336	\$40,200

Please indicate whether you will bill on a monthly ____ or quarterly X basis.

EXHIBIT II
JOB DESCRIPTION

See attached job description.

Project: NEEDS Executive Director Job Description

Summary: The Executive Director (ED) is responsible for managing the Project: NEEDS ministry outreach in order to provide necessities for local area homeless and populations living at or below the poverty line.

Who we are: Project: NEEDS is a ministry of St. Paul's (SPUMC), a neighborhood church serving the Redondo community since 1941. Our main service is Project: NEEDS, a program in existence for 30 years providing material goods to ease poverty with dignity, humanity and love. Project: NEEDS coordinates interfaith and community efforts to provide resources. All are served with respect without concern for religion, race, sexuality or health.

The Executive Director's Role: Currently, the Executive Director is self-managing with volunteer staff the following responsibilities:

1. Public Relations:
 - a. The ED is responsible for developing, coordinating efforts to bring money and material goods in the program through fundraising and grant writing.
 - b. Participate in community events and speak at events to raise awareness of the program.
 - c. Lead efforts with other community organizations to meet needs. Managing at least 25 partnerships at this time.
 - d. The ED has successfully developed presentations to schools and local groups for education.
 - e. Develops any promotional campaigns through print and social media.
 - f. Joins and participates in local community associations.
2. Organizational
 - a. The ED ensures that supply of goods meets the current demands through partnerships, donations and purchases. The goal is to minimize purchasing goods to meet demand. The ED has been successful in shifting the business model to provide goods through partnerships and donations.
 - b. The ED maintains (as long as local regulations permit) a monthly food pantry and a weekly dinner.
 - c. Responsible for traffic and parking on the property for events.
 - d. Represents Project: NEEDS at all board meetings.
 - e. Develops new programs to meet emerging needs: i.e. Seniors, Pets, Hygiene.
3. Staff Management
 - a. Setting and supervising work hours for volunteers.

4. Guest Management
 - a. Must be able to compassionately and effectively handle guests with mental health issues.
5. Compliance
 - a. The ED remains informed of any and all local regulations and codes regarding the service.
 - b. Ensures community partners' guidelines are followed and any necessary paperwork is filed.
 - c. Works with local police and other organizations to provide a safe environment for all program participants.
6. Facility Management
 - a. The ED identifies, secures and maintains space to effectively run the program.
7. Administrative
 - a. Coordinating deliveries both of supplies and to families or individuals unable to drive.
 - b. Ensures the organization is responsive to phone calls, emails, letters into the office.
 - c. Ensures any necessary forms are completed and filed in a timely manner.
 - d. Is responsible to log and deliver to finance donations which come through the office.
8. Custodial
 - a. Ensures all food areas are clean and up to code.
 - b. Ensures all rented or donated areas are returned to their beginning condition.

We expect, with the cooperation of the board and local regulatory agencies, that the ED will continue to evolve the position and the program as follows:

- I. Financial Reporting
 - a. Reporting to the board actual program balances, budgets, fundraising, grants.
 - b. Reporting to the board estimates and projections on future balances, budgets, fundraising and grants.
2. Staff Development
 - a. Work with the board to find solutions for current Administrative and Custodial duties.
 - b. Develop and mentor volunteer staff where appropriate.
3. Technology
 - a. Works with the board to develop technological solutions to organizational and fundraising issues.
4. Compliance
 - a. Works with the board to ensure financial compliance with state, federal and IRS laws.

Benefits:

1. Annual Salary, retroactive to July 1, 2025 at \$40,000 per year, payable bi-monthly on the closest business day to the 15th and the last day of the month. This position is exempt and eligible for salary and benefits review on an annual basis in June. Factors considered for an increase each year are, but not limited to cost of living, performance and program financial viability.
2. Leave
 - a. Vacation
 - b. Sick
 - c. Holiday: At this time, there are no available paid holidays.
 - d. Personal or Career Development: The ED is entitled to time paid for education related to their position and function, depending on available program funds. If the time and or expense would exceed \$100 per annum, the ED will work with the board to ensure the costs of the proposed time would be covered prior to committing to the expense.
 - e. Bereavement: All staff are entitled to three (3) paid business days for loss of an immediate family member. The board may choose to increase bereavement leave on a case-by-case basis.
3. Health Care is not currently compensated.
4. Expense Account: The ED is entitled to time and expenses paid for costs related to their position and function, depending on available program funds. If the time and or expense would exceed \$100 per annum, the ED will work with the board to ensure the costs would be covered prior to committing to the expense.
5. Mileage: As of July 1, 2025 the IRS mileage rate is \$0.67 per mile. Any mileage paid under the old rate after July 1, 2025 will be retroactively compensated. Mileage is not subject to annual review and will be changed according to IRS guidelines.
6. Benefit subject to review on a yearly basis. Any benefits that would change in between times due to local, state or federal law will be reviewed immediately.

Organization structure: The ED reports to the SPUMC board and SPRC, the human resources committee. The ED will advise SPRC and ensure coverage for any planned short-term absence of three (3) weeks or less. The ED will work with SPRC and the board for any extended absences longer than three (3) weeks. The ED is responsible to the SPUMC board for financials, compliance, program development and community involvement. Because Project: NEEDS is a faith-based ministry, it is encouraged that the ED also work closely with clergy. Any issues involving clergy will be handled by SPRC.

PROJECT: NEEDS

A Hunger Outreach Program Of St. Paul's United Methodist Church Job Description:

Project: NEEDS Director

- Coordinates Tuesday Night's Dinner Service
- Coordinates Pantry Prep Events
- Coordinates Thursday Food Pantry
- Coordinates Special Projects and Tours
- Donation Pick Ups
- Manages Food Pantry
- Coordinates Volunteers
- Shopping For Tuesday Meal and Other Supplies
- Cooking Tuesday Night Meal
- Cleaning Facility
- Grant Writing
- Outreach

EXHIBIT III

INCOME LEVEL GUIDELINES*

<u>NO. IN FAMILY</u>	<u>LOW INCOME</u>	<u>VERY LOW INCOME</u>	<u>EXTREMELY LOW INCOME</u>
1	84,850	53,000	31,850
2	96,950	60,600	36,400
3	109,050	68,150	40,950
4	121,150	75,750	45,450
5	130,850	81,800	49,100
6	140,550	87,850	52,750
7	150,250	93,900	56,400
8	159,950	100,000	60,000

*U.S. Department of Housing and Urban Development. Effective 6/1/2025.

Income Level Guidelines includes gross income from all sources for all members in the household who are 18 years of age or older and not full-time students. Income from household members under 18 years of age who are more than half-time students is not included in gross income unless regular payment is received, such as child support, social security, or aid to dependent children.

EXHIBIT IV

CLIENT INTAKE SHEET

See attached documents.

PROJECT: NEEDS TUESDAY DINNER SIGN IN

DATE:

NAME	CITY OF RESIDENCE	NATIONALITY (CAUCASIAN, AFRICAN- AMERICAN, HISPANIC, ASIAN, ETC.)

Project Needs Client Information Form

Please fill out the following information and return the completed form. If you need help filling it out, please ask a volunteer for assistance. No information is shared with anyone or any other organizations. Please print all information.

New Client: Yes No

Date: _____

Name: _____

Street Address: _____ City: _____

Number of people in household: _____ Phone: _____

Ethnicity (Please circle one) African-American Caucasian Hispanic Native American
Pacific Islander Asian Other: _____

Name and date of birth of all children younger than 18 years old, living with you:

Name: _____ Birth Date: _____ Age: _____

Name: _____ Birth Date: _____ Age: _____

Name: _____ Birth Date: _____ Age: _____

Name: _____ Birth Date: _____ Age: _____

Name: _____ Birth Date: _____ Age: _____

EXHIBIT V
QUARTERLY SUMMARY SHEET

RACE/ETHNICITY

White _____
Black/African American _____
Asian _____
American Indian or Alaskan Native _____
Native Hawaiian or Other Pacific Islander _____
American Indian or Alaska Native AND White _____
Asian AND White _____
Hispanic/Latino _____
Black/African American AND White _____
American Indian/Alaska Native AND Black/African American _____
Other: _____

SEX

Female Head of Household _____ (i.e., female with dependent child)

INCOME

Total Redondo Beach Clients _____

Total Low Income _____ (51%-80% Area Median Income)

Total Very Low Income _____ (31%-50% Area Median Income)

Total Extremely Low Income _____ (Equal to or less than 30%)

Total Non-Low Income _____

Agency Director

Agency Name

EXHIBIT VI

PUBLIC SERVICE AGENCY EXPENDITURE REPORT CITY OF REDONDO BEACH DEPARTMENT OF COMMUNITY SERVICE

1. Contractor's Name: _____ 2. Address of Contractor: _____
3. Fiscal Year Report No. _____ 4. Report Period
Month or Quarter _____
5. Contact Person: _____ 6. Telephone No.: _____

I. REQUEST FOR PAYMENT

1. Total Cumulative Expenditures (Section II, Column C-2, Line 5) \$ _____
2. Reimbursements to Date \$ _____
3. Amount Requested for Payment \$ _____

CITY USE ONLY

Date Report Received _____ *Amount Authorized* _____
Date Report Reviewed _____ *Reviewed By* _____

II. CITY FUNDED EXPENDITURES

A. LINE ITEM COSTS	B. PROGRAM BUDGET	C. EXPENDITURES		D. AVAILABLE BALANCE
		1. Current	2. Cumulative	
1. Staff Salary: wages				
2. Equipment				
3. Rent/Lease Costs				
4. Other				
5. Total Costs				

EXHIBIT VII

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project. An umbrella policy may be used to provide additional liability coverage, so long as the combined General Liability coverage (General Liability and umbrella) is at least \$2,000,000.

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

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



STPAULS-14

GGUTIERREZ1

DATE (MM/DD/YYYY)

12/30/2025

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 600 Corporate Pointe Suite 600 Culver City, CA 90230	CONTACT NAME: Elizabeth Maddelina PHONE (A/C, No, Ext): (310) 568-5931 FAX (A/C, No): E-MAIL ADDRESS: elizabeth.maddelina@hubinternational.com																					
INSURED St. Paul's United Methodist Church 2600 Nelson Ave. Redondo Beach, CA 90278	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER B :</td><td>GuideOne Specialty Mutual Insurance Company</td><td>14559</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Philadelphia Indemnity Insurance Company	18058	INSURER B :	GuideOne Specialty Mutual Insurance Company	14559	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		.PHPK2638063	1/1/2026	3/1/2027	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>3,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	15,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	3,000,000	PRODUCTS - COMP/OP AGG	\$	3,000,000		\$	
EACH OCCURRENCE	\$	1,000,000																										
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000																										
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BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			.PHUB894460	1/1/2026	3/1/2027	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td>5,000,000</td></tr></table>	EACH OCCURRENCE	\$	5,000,000	AGGREGATE	\$			\$	5,000,000												
EACH OCCURRENCE	\$	5,000,000																										
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	\$	5,000,000																										
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		001212963	7/1/2025	7/1/2026	<table><tr><td><input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																												
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E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Redondo Beach, its agents, officers, elected and appointed officials, employees & volunteers are additional insured on the general liability policy, per form #CG2026 0413, with respects to liability arising out of work or operations performed by on behalf of the named insured for "Project Needs".

Note: Effective date of coverage is 1/1/2026 - 1/1/2027.

CERTIFICATE HOLDER

CANCELLATION

City of Redondo Beach Recreation & Community Service Dept 1922 Artesia Blvd Redondo Beach, CA 90278	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
---------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Redondo Beach its Officers, elected and appointed
officials, employees and volunteers

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Administrative Report

H.4., File # 26-0171

Meeting Date: 2/10/2026

To: MAYOR AND CITY COUNCIL

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

APPROVE THE BUSINESS LICENSE TAX WAIVER APPLICATION REQUESTING AN EXEMPTION FROM COMPLIANCE WITH THE BUSINESS LICENSE TAX RATES ESTABLISHED IN REDONDO BEACH MUNICIPAL CODE SECTION 6-1.22, AS PER SECTION 6-1.08 OF THE CODE, SUBMITTED BY THE REDONDO BEACH CHAMBER OF COMMERCE FOR THE 2026 SUPER BOWL 10K/5K RACE AND THE ASSOCIATED HEALTH AND FITNESS EXPO

EXECUTIVE SUMMARY

The Redondo Beach Chamber of Commerce has applied to have the business license tax waived for vendors participating with the annual Superbowl 10k/5k Race and the associated Health and Fitness Expo. The events are scheduled to take place on February 8 and 7, 2026 respectively. The Chamber of Commerce demonstrates community benefit through local business support and other community engagement efforts with students and seniors. The Super Bowl 10k/5k Race is one of the City's historic signature events.

BACKGROUND

All entities conducting business within the City of Redondo Beach are required to comply with Section 6-1 of the Redondo Beach Municipal Code (RBMC) which establishes the process and fees associated with obtaining a Business License in the City of Redondo Beach.

Section 6-1.08(c) of the RBMC includes a means for entities to appeal to the City Council for a waiver exempting parties from payment of the appropriate tax when there is a community benefit. In the case of the Super Bowl 10k/5k Race, vendors participating in the event would be subject to a projected tax of \$133 each to procure the appropriate Business License. There are 14 vendors named in the waiver application.

Section 6-1.08(c) states, "Upon a written application to the Council, a person or organization may request an exemption from the business license requirements imposed by this chapter, and the Council may waive the provisions of this chapter if the Council finds and determines that the community benefit will be promoted by granting such an exemption."

The attached Application for Waiver of Business License Tax submitted by Mara Santos, Chamber of Commerce CEO, requests a waiver for itself as the organizer and its participating vendors. In its application describing community benefit, the Chamber of Commerce refers to its business support and assistance, including free workshops and assisting businesses with the navigation of City

processes, along with Redondo Union High School scholarships, and involvement in providing a free Senior Dance.

COORDINATION

This item was prepared in coordination with the Community Services Department.

FISCAL IMPACT

The fiscal impact depends on the total number of vendors participating in the event. In this instance, the total business license revenue that would go uncollected as a result of waiver approval is estimated to be under \$2,000. The Super Bowl 10k/5k Race is a signature event and receives a \$10,000 subsidy from the City. The Chamber of Commerce reimburses the City for parking lot usage and the cost of other Public Works, Police, and Fire Department support needed for the Race in excess of the subsidy amount.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Application - Waiver of Business License Tax - Chamber of Commerce Superbowl 10k/5k 2026

Financial Services

415 Diamond Street, P.O. Box 270
Redondo Beach, California 90277-0270
www.redondo.orgPhone: 310-318-0683
Fax: 310-697-3091

APPLICATION OR WAIVER OF BUSINESS LICENSE TAX

Pursuant to Section 6-1.08(c) of the Redondo Beach Municipal Code

Instructions

- **Complete and return this application** to blmail@redondo.org
- **Please submit** waiver request **four weeks prior to event date** to provide for sufficient time to place on the City Council Agenda for consideration.
- Please contact blmail@redondo.org or at the phone number listed in the form heading with questions.

Section 1: Applicant Information

Organization or Individual Business Name: Redondo Beach Chamber of CommerceTelephone Number: 310-376-6911Organization or Individual Business Address: 514 N. Prospect Ave., Suite 301
Redondo Beach, CA 90277

Mailing Address: _____

(If Different from Organization or Individual Business Address)

Applicant's Name: Mara SantosApplicant's Address: 514 N. Prospect Ave., Suite 301, Redondo Beach, CA 90277Applicant's Relationship to Organization or Individual Business: CEOEmail Address: santos@redondochamber.org

Describe Business or Activity for which waiver is requested: _____

Date(s) of the Event: Redondo Beach Super Bowl 10k/5kEvent Hours: February 7 - 10am-4pm February 8 - 6am - 12pmLocation Address of the Event: 181 N. Harbor Dr., Redondo Beach, CA 90277Organization or Individual Business website: www.redondochamber.org

Please list below all the vendors that will participating in the event:

Crafting Vendors:

Kaiser Permanent

California Water Services

BCHD/AdventurePlex

Sunny with a Chance of Flowers

BeachLife

YogaSix

Kaleo Marketing

South Bay Credit Union

BFT

Positive Energy

Beach Keys Real Estate

The NOW Massage

South Bay Equity

Woofie's of Torrance

Food Booth Vendors (non food truck):

(Please note these vendors will be still be required to provide their Health Permit and Food Handler Certificates prior to event)

Food Trucks:

(Please note these vendors will be still be required to provide their Health Permit and Food Handler Certificates prior to event)

Section 2: Waiver Request Statement

I request a waiver from the business license requirements as specified in Redondo Beach Municipal Code 6-1.08(c).

Section 3: Community Benefit Overview

Describe how your business or organization benefits the community, including charitable activities, community service programs, educational initiatives, and job fairs.

Attach additional documentation as needed.

The Chamber provides free educational workshops to help local business owners grow and succeed.

When businesses need assistance connecting with the City and are unsure which department to contact, the Chamber serves as a trusted resource—helping navigate the City's Business Concierge Program and making the right connections.

The Chamber is also committed to giving back to our community. Each year, we award over \$5,000 in scholarships to students at Redondo Union High School

and host a free Senior Dance, **welcoming** seniors from across the community for an **evening** of fun and connection at no cost.

Section 4: Compliance with all Laws

I shall comply with all applicable federal, state, and local laws, ordinances, and regulations related to this application.

Section 5: Supporting Documentation

Include any relevant supporting documents, such as evidence of business ownership or position, proof of community recognition, letters of support, or documentation of community benefits. If a food vendor please provide a copy of the Public Health Permit or License, evidencing certification that the vendor is in compliance with the Los Angeles County Department of Public Health requirements.

Section 6: Duration of the Business License Waiver

Any business license waiver approved by City Council pursuant to this application shall only be for a short term, extending from February 7, 2026 to February 8, 2026.

Section 7: Signature and Acknowledgment

I declare under penalty of perjury that I am authorized to make this statement and that the information provided is complete and accurate to the best of my knowledge. I understand the City Council will make the final decision on this waiver request.

Signature: 

Print Name: Maria Santos

Title: CEO

Date: January 6, 2026



Administrative Report

H.5., File # 26-0175

Meeting Date: 2/10/2026

To: MAYOR AND CITY COUNCIL

From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH MELAD AND ASSOCIATES INC. FOR COMPREHENSIVE PLAN CHECK SERVICES AND INSPECTION AND PERMIT TECHNICIAN STAFFING SUPPORT TO INCREASE THE AGREEMENT AMOUNT BY \$160,000 FOR A NEW TOTAL NOT TO EXCEED \$500,000

APPROVE AN AMENDMENT TO THE AGREEMENT WITH TRANSTECH TO PROVIDE COMPREHENSIVE PLAN CHECK SERVICES AND INSPECTION AND PERMIT TECHNICIAN STAFFING SUPPORT TO INCREASE THE AGREEMENT AMOUNT BY \$100,000 FOR A NEW TOTAL NOT TO EXCEED \$200,000

APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH BOWMAN INFRASTRUCTURE ENGINEERS INC. TO PROVIDE COMPREHENSIVE PLAN CHECK SERVICES AND INSPECTION AND PERMIT TECHNICIAN STAFFING SUPPORT TO INCREASE THE AGREEMENT AMOUNT BY \$370,000 FOR A NEW TOTAL NOT TO EXCEED \$470,000

APPROVE THE SECOND AMENDMENT WITH ROBERT HALF TO PROVIDE ADMINISTRATIVE STAFFING SUPPORT IN THE BUILDING AND SAFETY DIVISION TO INCREASE THE AGREEMENT AMOUNT BY \$50,000 FOR A NEW TOTAL NOT TO EXCEED \$115,000

EXECUTIVE SUMMARY

As part of the FY 2025-26 Adopted Budget, the Community Development Department (CDD) implemented a third-party plan check program to supplement and increase the pace of Department services. The program has exceeded expectations for project review times and enhanced customer service. These improvements have allowed CDD to manage and process an extremely high number of applications through the first half of the year which has resulted in department revenue that has exceeded original budget projections.

Due to the high volume of activity the City Council, on January 6, 2026, approved a budget resolution appropriating an additional \$650,000 to the Contract and Professional Services Account for the CDD Building and Safety Division. The appropriation was supported by Department revenue, which has exceeded annual projections by over \$1 million to date. The proposed amendments to the plan check service agreements will allow the third-party plan check program to continue to meet current building demand and provide other critical customer service staff support services.

BACKGROUND

The following is a summary of the proposed amendments being presented to the City Council for consideration:

- Melad and Associates Inc - The proposed second amendment to the Agreement includes a \$160,000 increase to the contract to allow the firm to continue assisting with building plan check review and providing temporary Building Permit Technician support. The proposed amendment brings the total contract value to \$500,000, which has been budgeted and is offset by plan check fee revenue.
- Transtech Inc - The proposed first amendment to the Agreement includes a \$100,000 increase to the contract to allow the firm to continue assisting with building plan check review and providing temporary Building Inspector Services, as needed. The proposed amendment brings the total contract value to \$200,000, which has been budgeted and is offset by plan check fee revenue.
- Bowman Infrastructure Engineers Inc - The proposed first amendment to the Agreement includes a \$370,000 increase to the contract to allow the firm to continue assisting with building plan check review and providing temporary Building Inspector Services, as needed. The proposed amendment brings the total contract value to \$470,000, which has been budgeted and is offset by plan check fee revenue.
- Robert Half Inc - The proposed second amendment to the Agreement includes a \$50,000 increase to the contract to allow the firm to continue assisting with project services and providing a part-time Administrative (customer support) Specialist for the Building and Safety Division. The proposed amendment brings the total contract value to \$115,000, which has been budgeted and is offset by plan check fee revenue.

COORDINATION

The Community Development Department coordinated the preparation of the agreement amendments with the City Attorney's Office.

FISCAL IMPACT

Funding for the recommended contract plan check services was approved as part of the CDD's annual budget and augmented on January 6, 2026 with a \$650,000 additional appropriation. The services provided by the contractors are fully offset by plan check revenue. Consultants engaged in plan review services for the City of Redondo Beach are compensated at a rate of sixty percent of the plan check fees collected by the Department. Compensation for staff augmentation services is based on an hourly rate. Consultants must submit a detailed hourly rate sheet, including a fee breakdown by personnel, to align with the Department's service requirements.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Amgt- Second Amendment with Melad and Associates, Inc.
- Amgt- First Amendment with Melad and Associates, Inc., December 2, 2025

- Agmt - Original Agreement with Melad and Associates, Inc., July 15, 2025
- Insurance - Melad and Associates, Inc.
- Agmt - First Amendment with TransTech Engineers, Inc.
- Agmt - Original Agreement with TransTech Engineers, Inc., August 5, 2025
- Insurance - TransTech Engineers, Inc.
- Agmt- First Amendment with Bowman Infrastructure Engineers Inc.
- Agmt- Original Agreement with Bowman Infrastructure Engineers Inc., July 15, 2025
- Insurance - Bowman Engineers Infrastructure, Inc.
- Agmt- Second Amendment with Robert Half, Inc.
- Agmt- First Amendment with Robert Half, Inc., October 21, 2025
- Agmt- Original Agreement with Robert Half, Inc., July 15, 2025
- Insurance - Robert Half, Inc.

**SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND MELAD AND ASSOCIATES, INC.**

This Second Amendment to the Agreement for Consulting Services ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Melad and Associates, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on July 15, 2025, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on December 2, 2025, the parties entered into the First Amendment to the Agreement ("First Amendment") to increase Consultant's compensation limit to \$340,000; and

WHEREAS, the parties desire to amend the Agreement.

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

1. **COMPENSATION.** Exhibit "C" of the Agreement, as amended by Exhibit "C-1", is hereby amended to add Exhibit "C-2" to increase Consultant's total compensation limit by \$160,000, setting a new limit of \$500,000. Exhibit "C-2" is attached hereto and incorporated by this reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement.
2. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 10th day of February, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

MELAD AND ASSOCIATES, INC.,
a California corporation

James A. Light, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT “C-2”

COMPENSATION

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

- I. **AMOUNT.** For any plan reviews, inspections, or additional onsite services requested by the City on or after July 16, 2025, the payment structure outlined in Sections I.A and I.B of this Exhibit “C” shall apply.

Any plan reviews, inspections, and additional services associated with those plan reviews and inspections, that were assigned by the City prior to July 16, 2025, regardless of whether such services are still ongoing, shall be compensated in accordance with the terms of the Agreement between the City and Consultant dated April 2, 2024.

- A. Plan Review Services. If City assigns Consultant to provide plan review services, Consultant shall be paid 60% of the plan check fees collected by the City for each assigned project, except where hourly rates apply as set forth in the tables below.

The applicable plan checks fees are established by the City’s Master Fee Schedule, as adopted and as may be amended from time to time by the City Council.

Consultant shall be responsible for accessing the plan check fee details for each assigned project through the City’s online portal at redondobeachca.portal.iworq.net, and for using that information to determine the 60% allocation, as further described in Section III of this Exhibit “C”.

TYPE OF REVIEW	FEES
Complete Plan Review	60% of the fee established by the City (Plan review fees include the initial review and two additional re-checks). Additional hourly rate of \$90 will apply after the third review.
Accelerated Plan Review	Will be charged only when requested by the City, at the regular fee plus an additional 50% of the plan check fee.

Upon City’s prior written request and in lieu of complete building plan checks, separate model code checks may be approved by the City. The following fully burdened rates shall apply.

<i>*In lieu of complete building plan checking, requests may be approved for separate model code checks, and fees may be applied accordingly.</i>	
Electrical/Title 24	\$90 per hour.
Mechanical/Title 24	\$90 per hour.
Plumbing	\$90 per hour.
Grading Plan Review	60 % of the fees to be established by the City or \$90 per hour with a minimum fee of \$360.

** Certain services, including additional plan review beyond the third re-check and model code checks, may be billed at hourly rates as specified in the foregoing tables. Where both a percentage based and hourly rate are referenced (e.g., Grading Plan Review), compensation shall be the lesser of the two methods.*

- B. Inspections and Additional Onsite Services. For any onsite services described in Sections I.B and I.C of Exhibit "A", Consultant shall be compensated at the full burdened hourly rates set forth below:

On Site Staffing and Capability and Rate Per Hour

Staffing Fee Schedule

*Charges are based on a minimum four hours upon each request of service.

*Overtime hourly rates are based on a minimum of four hours upon each request of service. The hourly overtime rate is an additional 50% per hour.

POSITION	HOURLY RATE
Certified Building Official	\$150 per hour
In-House Plan Check Engineer	\$120 per hour
MEP Plan Reviewer	\$100 per hour
Combination Building Inspector	\$90 per hour
Senior Building Inspector	\$100 per hour
Permit/Plan Technician	\$90 per hour
CASp/Fire Plan Checker	\$100 per hour

- C. Travel Time Non-Compensable. Consultant shall not invoice for, and shall not be entitled to receive any compensation for time spent traveling to or from any location, including but not limited to project sites, meetings, or the City's offices. All travel time shall be deemed part of the Consultant's overhead and included within the fully burdened hourly rates or fixed fees set forth in this Exhibit "C". This restriction applies regardless of distance traveled, mode of transportation, or time of day.
- II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant exceed \$500,000 under the Agreement and any amendments hereto.
- III. **METHOD OF PAYMENT.** Consultant shall submit monthly invoices, based on the services performed in the preceding month, for City approval and payment. Invoices must be itemized and include:

- A. Project identification
- B. Total plan check fee collected by the City
- C. Consultant's 60% share of that collected amount.
- D. Number and type of reviews performed
- E. Date of service.
- F. Staff title.
- G. Type of review.
- H. Applicable hourly rate (if applicable).
- I. Number of hours worked (if applicable).
- J. Corresponding amount.
- K. Total amount.
- L. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Consultant shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Melad and Associates, Inc.
 8907 Warner Ave, Ste 161
 Huntington Beach, CA 92646
 Attention: James Melad
 Email: Jmelad@meladinc.com

City: City of Redondo Beach
 Community Development Department, Building Division
 415 Diamond Street
 Redondo Beach, CA 90277
 Attention: Mercedes Amely Program Coordinator
 Email: mercedes.amely@redondo.org

All notices, including notices of address changes, provided under the Agreement, as amended, are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND MELAD AND ASSOCIATES, INC.**

This First Amendment to the Agreement for Consulting Services ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Melad and Associates, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on July 15, 2025, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement.

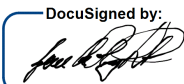
NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendment to the Agreement:

1. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase Consultant's total compensation limit by \$140,000, setting a new limit of \$340,000. Exhibit "C-1" is attached hereto and incorporated by this reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement.
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.

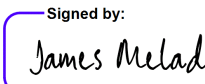
SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 2nd day of December, 2025.

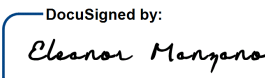
CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:

6BC0853B8F644F1...
James A. Light, Mayor
12/18/2025 | 11:26 AM PST

MELAD AND ASSOCIATES, INC.,
a California corporation

Signed by:

612979F1FB584F1...
By: James Melad
Name: James Melad
Title: President

ATTEST:

DocuSigned by:

72F2AC716C214CF
Eleanor Manzano, City Clerk
12/18/2025 | 12:04 PM PST

APPROVED:

Signed by:

ABED8CE35EEF48C
Diane Strickfaden, Risk Manager
11/22/2025 | 1:21 PM PST

APPROVED AS TO FORM:


Signed by:

A5A27AAE40834DE
Joy A. Ford, City Attorney
12/17/2025 | 10:17 PM PST

EXHIBIT “C-1”

COMPENSATION

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

- I. **AMOUNT.** For any plan reviews, inspections, or additional onsite services requested by the City on or after July 16, 2025, the payment structure outlined in Sections I.A and I.B of this Exhibit “C” shall apply.

Any plan reviews, inspections, and additional services associated with those plan reviews and inspections, that were assigned by the City prior to July 16, 2025, regardless of whether such services are still ongoing, shall be compensated in accordance with the terms of the Agreement between the City and Consultant dated April 2, 2024.

- A. Plan Review Services. If City assigns Consultant to provide plan review services, Consultant shall be paid 60% of the plan check fees collected by the City for each assigned project, except where hourly rates apply as set forth in the tables below.

The applicable plan checks fees are established by the City’s Master Fee Schedule, as adopted and as may be amended from time to time by the City Council.

Consultant shall be responsible for accessing the plan check fee details for each assigned project through the City’s online portal at redondobeachca.portal.iworq.net, and for using that information to determine the 60% allocation, as further described in Section III of this Exhibit “C”.

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Complete Plan Review	60% of the fee established by the City (Plan review fees include the initial review and two additional re-checks). Additional hourly rate of \$90 will apply after the third review.
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** Certain services, including additional plan review beyond the third re-check and model code checks, may be billed at hourly rates as specified in the foregoing tables. Where both a percentage based and hourly rate are referenced (e.g., Grading Plan Review), compensation shall be the lesser of the two methods.*

- B. Inspections and Additional Onsite Services. For any onsite services described in Sections I.B and I.C of Exhibit "A", Consultant shall be compensated at the full burdened hourly rates set forth below:

On Site Staffing and Capability and Rate Per Hour

Staffing Fee Schedule

*Charges are based on a minimum four hours upon each request of service.

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Senior Building Inspector	\$100 per hour
Permit/Plan Technician	\$90 per hour
CASp/Fire Plan Checker	\$100 per hour

- C. Travel Time Non-Compensable. Consultant shall not invoice for, and shall not be entitled to receive any compensation for time spent traveling to or from any location, including but not limited to project sites, meetings, or the City's offices. All travel time shall be deemed part of the Consultant's overhead and included within the fully burdened hourly rates or fixed fees set forth in this Exhibit "C". This restriction applies regardless of distance traveled, mode of transportation, or time of day.
- II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant exceed \$340,000 under the Agreement and any amendments hereto.
- III. **METHOD OF PAYMENT.** Consultant shall submit monthly invoices, based on the services performed in the preceding month, for City approval and payment. Invoices must be itemized and include:

- A. Project identification
- B. Total plan check fee collected by the City
- C. Consultant's 60% share of that collected amount.
- D. Number and type of reviews performed
- E. Date of service.
- F. Staff title.
- G. Type of review.
- H. Applicable hourly rate (if applicable).
- I. Number of hours worked (if applicable).
- J. Corresponding amount.
- K. Total amount.
- L. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Consultant shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Melad and Associates, Inc.
 8907 Warner Ave, Ste 161
 Huntington Beach, CA 92646
 Attention: James Melad
 Email: Jmelad@meladinc.com

City: City of Redondo Beach
 Community Development Department, Building Division
 415 Diamond Street
 Redondo Beach, CA 90277
 Attention: Mercedes Amely, Program Coordinator
 Email: mercedes.amely@redondo.org

All notices, including notices of address changes, provided under the Agreement as amended, are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2025

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

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

PRODUCER Rubin Insurance Agency 5075 Shoreham Place Suite 100 San Diego CA 92122	CONTACT NAME: Mindy Nguyen PHONE (A/C, No, Ext): (858) 457-5720 E-MAIL ADDRESS: mindy@rubinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company INSURER B: Travelers Casualty & Surety Company of America INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 30104 31194
INSURED Melad and Associates, Inc 8907 Warner Ave Ste 161 Huntington Beach CA 92646		

COVERAGES**CERTIFICATE NUMBER:** 25/26 MASTER**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		72SBABL9D3U	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72SBABL9D3U	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			72SBABL9D3U	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A		N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Retention \$10,000			106277568	04/13/2025	04/13/2026	Aggregate 2,000,000 Per Claim 2,000,000

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

[Job #: CITYO27 Job Type:]
City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are named as additional insured with respects to general liability of the named insured. General liability additional insured endorsement SL3042(1018) attached. Blanket general liability primary and non-contributory wording included by written contract per form SL0000(1018) attached.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach Dept of Engineering 415 Diamond St Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Designated Person Or Organization

- a.** The person(s) or organization(s) shown in the Declarations as Additional Insured – Designated Person Or Organization is also an additional insured, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1)** In the performance of your ongoing operations; or
 - (2)** In connection with your premises owned by or rented to you.
- b.** If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.
- c.** The insurance afforded to these additional insureds only applies to the extent permitted by law.

B. With respect to the insurance afforded such additional insured(s) by this endorsement, the following additional exclusion is added to Section B. EXCLUSIONS:

This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

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

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

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

4. Separation Of Insureds

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

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

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

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

6. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

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

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

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

That is other insurance available to an additional insured.

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

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

c. Method Of Sharing

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



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

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

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

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

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND MELAD AND ASSOCIATES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Melad and Associates, a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

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

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action,

proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
 - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar

week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. 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. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any

or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement, including all attached exhibits, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement solely with respect to projects assigned by the City on or after July 16, 2025. For any project assigned by the City prior to July 16, 2025, including any ongoing or future services performed in connection with such project, the terms of the Agreement between the City and Consultant dated April 2, 2024, shall continue to govern. Notwithstanding the foregoing, correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to

be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping.

Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

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

SIGNATURES FOLLOW ON NEXT PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2025

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

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

PRODUCER Rubin Insurance Agency 5075 Shoreham Place Suite 100 San Diego CA 92122	CONTACT NAME: Mindy Nguyen PHONE (A/C, No, Ext): (858) 457-5720 E-MAIL ADDRESS: mindy@rubinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company INSURER B: Travelers Casualty & Surety Company of America INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 30104 31194
INSURED Melad and Associates, Inc 8907 Warner Ave Ste 161 Huntington Beach CA 92646		

COVERAGES**CERTIFICATE NUMBER:** 25/26 MASTER**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		72SBABL9D3U	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72SBABL9D3U	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			72SBABL9D3U	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Retention \$10,000			106277568	04/13/2025	04/13/2026	Aggregate 2,000,000 Per Claim 2,000,000

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

[Job #: CITYO27 Job Type:]
City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are named as additional insured with respects to general liability of the named insured. General liability additional insured endorsement SL3042(1018) attached. Blanket general liability primary and non-contributory wording included by written contract per form SL0000(1018) attached.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach Dept of Engineering 415 Diamond St Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Designated Person Or Organization

- a.** The person(s) or organization(s) shown in the Declarations as Additional Insured – Designated Person Or Organization is also an additional insured, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1)** In the performance of your ongoing operations; or
 - (2)** In connection with your premises owned by or rented to you.
- b.** If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.
- c.** The insurance afforded to these additional insureds only applies to the extent permitted by law.

B. With respect to the insurance afforded such additional insured(s) by this endorsement, the following additional exclusion is added to Section B. EXCLUSIONS:

This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

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

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

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

4. Separation Of Insureds

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

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

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

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

6. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

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

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

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

That is other insurance available to an additional insured.

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

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

c. Method Of Sharing

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



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

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

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

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

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND TRANSTECH ENGINEERS, INC.**

This First Amendment to the Agreement for Consulting Services ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Transtech Engineers, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on August 5, 2025, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement.

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. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase Consultant's total compensation limit by \$100,000, setting a new limit of \$200,000. Exhibit "C-1" is attached hereto and incorporated by this reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement.
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 10th day of February, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

TRANSTECH ENGINEERS, INC.,
a California corporation

James A. Light, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "C-1"

COMPENSATION

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

I. **AMOUNT.** Consultant shall be paid in accordance with the following:

A. **Plan Review Services.**

If City assigns Consultant to provide plan review services, Consultant shall be paid 60% of the plan check fees collected by the City for each assigned project.

The applicable plan checks fees are established by the City's Master Fee Schedule, as adopted and as may be amended from time to time by the City Council.

Consultant shall be responsible for accessing the plan check fee details for each assigned project through the City's online portal at redondobeachca.portal.iworq.net, and for using that information to determine the 60% allocation, as further described in Section III of this Exhibit "C".

B. **Inspections and Additional Onsite Services.** For any onsite services described in Sections I.B and I.C of Exhibit "A", Consultant shall be compensated at the full burdened hourly rates set forth below:

<p align="center">TRANSTECH ENGINEERS, INC. SCHEDULE OF HOURLY RATES Effective: July 1, 2024 - June 30, 2025</p> <p align="center">Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.</p>

ENGINEERING		CONSTRUCTION MANAGEMENT	
Field Technician	\$88 - \$98	Labor Compliance Analyst	\$150 - \$160
Engineering Technician	\$98 - \$109	Funds Coordinator	\$155 - \$165
Assistant CAD Drafter	\$109 - \$124	Office Engineer	\$150 - \$160
Senior CAD Drafter	\$124 - \$140	Construction Inspector	\$145 - \$155
Associate Designer	\$140 - \$155	Senior Construction Inspector	\$155 - \$165
Senior Designer	\$155 - \$171	Construction Manager	\$176 - \$191
Design Project Manager	\$196 - \$206	Resident Engineer	\$191 - \$206
Assistant Engineer	\$119 - \$129	PUBLIC WORKS INSPECTION	
Associate / Staff Engineer	\$150 - \$165	Public Works Inspector	\$145 - \$155
Senior Civil Engineer	\$206 - \$227	Senior Public Works Inspector	\$155 - \$165
Traffic Analyst Technician	\$103 - \$114	Supervising PW Inspector	\$165 - \$176
Associate Traffic Analyst	\$155 - \$165	SURVEY AND MAPPING	
Senior Traffic Analyst	\$165 - \$176	Survey Analyst	\$155 - \$160
Professional Transportation Planner	\$176 - \$191	Senior Survey Analyst	\$160 - \$165
Traffic Engineer Technician	\$98 - \$109	2-Man Survey Crew	\$357 - \$372
Associate/Staff Traffic Engineer	\$150 - \$165	Survey & Mapping Specialist	\$191 - \$207
Traffic Engineer	\$176 - \$191	Licensed Land Surveyor	\$217 - \$227
Senior Traffic Engineer	\$191 - \$212	FUNDING & GRANT WRITING	
Project Manager	\$191 - \$212	Funds Analyst	\$150 - \$155
Senior Project Manager	\$212 - \$227	Senior Funds Analyst	\$155 - \$165
Deputy City Engineer	\$176 - \$196	Grant Writer	\$171 - \$176
City Engineer	\$196 - \$212	Funds & Grant Project Manager	\$191 - \$202
Principal Engineer	\$212 - \$233	PLANNING	
BUILDING & SAFETY		Community Development Technician	\$83 - \$93
Permit Technician	\$78 - \$88	Planning Technician	\$93 - \$103
Plan Check Technician/Analyst/Supervisor	\$129 - \$145	Assistant Planner	\$103 - \$124
Building Inspector	\$119 - \$134	Associate Planner	\$124 - \$145
Senior Inspector	\$129 - \$145	Senior Planner	\$150 - \$171
Plans Examiner/Checker	\$145 - \$160	Planning Manager	\$176 - \$196
Plan Check Engineer	\$155 - \$176	ADMINISTRATIVE STAFF	
Deputy Building Official	\$165 - \$176	Administrative/Clerical	\$72 - \$83
Building Official	\$171 - \$186	Project Accountant	\$83 - \$93

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor

Where plan checks are designated as accelerated/expedited reviews by city staff, the consultant will be compensated an additional 50% of the agreed hourly rate submitted in items above for the accelerated/expedited review. The consultant shall track the total number of hours spent on plan reviews and submit as part of monthly invoicing.

Consultant shall perform accelerated plan review on an as-needed basis. When authorized by the City and agreed to by the consultant, **developer-initiated expedited plan check may be accommodated and shall be compensated at a rate not to exceed 1 ½ times the agreed rate.**

- II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant exceed \$200,000 under the Agreement, as amended hereto.

III. **METHOD OF PAYMENT.** Consultant shall submit monthly invoices, based on the services performed in the preceding month, for City approval and payment. Invoices must be itemized and include:

- A. Project identification
- B. Total plan check fee collected by the City
- C. Consultant's 60% share of that collected amount.
- D. Number and type of reviews performed
- E. Date of service.
- F. Staff title.
- G. Type of review.
- H. Applicable hourly rate (if applicable).
- I. Number of hours worked (if applicable).
- J. Corresponding amount.
- K. Total amount.
- L. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Consultant shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Transtech Engineers, Inc.
13367 Benson Avenue
Chino CA 91710
Attention: Dennis Tarango
Email: Dennis.Tarango@transtech.org

City: City of Redondo Beach
Community Development Department, Building Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Mercedes Amely Program Coordinator
Email: mercedes.amely@redondo.org

All notices, including notices of address changes, provided under the Agreement, as amended are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be

made from time to time by any party upon written notice to the other party in accordance with this section.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND TRANSTECH ENGINEERS, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Transtech Engineers, Inc., a California corporation, a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

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

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement.

Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
 - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day

during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. 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. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
- 18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the

City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

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

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

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

SIGNATURES FOLLOW ON NEXT PAGE


IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 5th day of August, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:

6BC0853B8F644E1...
James A. Light, Mayor

TRANSTECH ENGINEERS, INC.,
a California corporation

DocuSigned by:

171C6F8DA7FF47B...
By: Dennis Tarango
Name: Dennis Tarango
Title: Principal

ATTEST:

DocuSigned by:

72F2AC716C214CF...
Eleanor Manzano, City Clerk

APPROVED:

Signed by:

ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

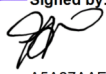
Signed by:

A5A27AAE40834DE...
Joy A. Ford, City Attorney

EXHIBIT "A"

SCOPE OF WORK

I. CONSULTANT'S DUTIES

Consultant shall provide the following plan check and building inspection services for building improvements on an as-needed basis.

A. Plan Review: Upon City's request, attend meetings via electronic video conferencing, at City Hall, or at a job site to resolve plan check matters or questions. Review submitted plans or subsequent corrections by telephone, video conferencing, or email with the project's applicant, engineer/architect, and City staff. The mode of communication will be at City's discretion. Ensure the review is performed by a California registered/licensed professional who is within his/her respective field of competency. Ensure all plan check services are performed by a California licensed professional authorized to prepare and sign such plans.

1. Provide thorough and efficient plan review services for commercial, industrial, and complex residential projects as set forth below.
 - a. Review and recheck architectural, structural, grading, mechanical, plumbing, electrical, accessibility, Calgreen, energy plans, calculations, reports, and specifications for compliance with all applicable federal, state and local laws.
 - b. Recheck plans after the applicant has made corrections.
 - c. Review and recheck field changes and deferred submittals.
 - d. Review and recheck of any additional work on the project.
2. Ensure plan review complies with all laws, regulations, codes, ordinances, policies, and rules. Provide specific, detailed, complete plan review letter comments, and reference plan sheet numbers and code sections where applicable. Provide two copies (one hard copy and one electronic) of the plan check correction list to the City for each project reviewed.
3. Consider geo-technical reports, testing lab reports and any other in the plan review process.
4. Perform accelerated plan review.
5. Attend pre-submittal and design discussion meetings with the permit applicant as requested by the City.
6. Return telephone calls on the same day. Ensure a live person answers the City's telephone calls. Provide cell phone number to the City to ensure City shall be able to contact Consultant from 7:30 A.M. and 5:30 P.M.,

Monday through Friday (except holidays).

7. Provide plans pick up and drop off at the City at no charge to the City. Upon receipt of notification from the City, pick up the plans within 24 hours.
8. Review structural plans and ensure the review is performed by at least a registered Structural Engineer.
9. Ensure accessible plans are reviewed by at least a Certified Access Specialist (CASP).
10. Recommend which records the City must provide to the Consultant as described in Section II of this Exhibit "A". The research of and the familiarity with the records shall be Consultant's responsibility.
11. Comply with the schedule set forth below. The turnaround time shall be measured from the date Consultant receives the plan to the date the City receives the plan with Consultant's complete comments.

Plan Check Review Timeframes (Workdays exclude Saturdays, Sundays, and City Holidays)	
1. Tenant improvements 2. Single-family dwellings 3. Duplex dwellings	15 business days (initial review) 10 business days (recheck)
1. Residential additions/remodels 2. Accessory buildings/ADUs 3. Miscellaneous structures 4. Telecommunication facilities	10 business days (initial review) 7 business days (recheck)
1. New commercial/industrial buildings 2. Multifamily dwellings	20 business days (initial review), 15 business days (rechecks)
1. Seismic retrofits 2. Signs 3. Pools, walls, decks, and patio covers	5 business days (initial review) 5 business days (rechecks)
1. Shoring 2. MEPS (separate submittal only) 3. Revisions 4. Fire prevention systems	10 business days (initial review) 5 business days (rechecks)
Grading (separate submittal only)	10 business days (initial review) 10 business days (rechecks)
1. Solar systems 2. EV chargers 3. Battery backups	5 business days (initial review) 3 business days (rechecks)
<i>All timeframes assume Consultant provides the plan with complete comments.</i>	

- B. Inspections: Upon City's request, provide International Code Council ("ICC") or other certified and experienced inspectors to conduct inspections of all phases of construction to ensure compliance with approved plans, laws, regulations, codes, ordinances, policies, and rules, including but not limited to, those relating to structural integrity, fire and life safety, electrical, plumbing, heating and air conditioning, energy conservation, handicap access, grading

and site work. Contract inspection services includes enforcement of conditions and plan's requirements as approved by the City for which the permit was issued. At the request of the City, perform building inspections after hours. Ensure building inspectors perform after-hours stand-by emergency response in the event of any emergency, including but not limited to fires and accidents.

C. Additional Onsite Services: Upon City's written request. Consultant shall provide any of the following services:

1. Plan Check Engineer
Plans Examiner
2. Permit Technician
3. Building Official
4. Other staff as requested, such as a Planner, Fire Inspector, Analyst, or similar.

II. **CITY'S DUTIES**

City will provide the Consultant with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in the City's files related work described herein.

EXHIBIT "B"

TERM AND TIME FOR COMPLETION

TERM. The term of this Agreement shall commence on August 6, 2025 and expire June 30, 2029 ("Term"), unless otherwise terminated as herein provided. This Agreement may be renewed for a subsequent two year term subject to the same terms and conditions contained herein, at the sole discretion of the City, provided the City Community Development Director issues a written notice of renewal to the Consultant at least fifteen (15) days prior to the expiration of the then-current term. In no event shall the duration of this Agreement continue beyond six years from the commencement date unless both parties execute a written amendment.

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:

A. **Plan Review Services.**

If City assigns Consultant to provide plan review services, Consultant shall be paid 60% of the plan check fees collected by the City for each assigned project.

The applicable plan checks fees are established by the City's Master Fee Schedule, as adopted and as may be amended from time to time by the City Council.

Consultant shall be responsible for accessing the plan check fee details for each assigned project through the City's online portal at redondobeachca.portal.iworq.net, and for using that information to determine the 60% allocation, as further described in Section III of this Exhibit "C".

B. **Inspections and Additional Onsite Services.** For any onsite services described in Sections I.B and I.C of Exhibit "A", Consultant shall be compensated at the full burdened hourly rates set forth below:

<p style="text-align: center;">TRANSTECH ENGINEERS, INC. SCHEDULE OF HOURLY RATES Effective: July 1, 2024 - June 30, 2025 Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.</p>	
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ENGINEERING		CONSTRUCTION MANAGEMENT	
Field Technician	\$88 - \$98	Labor Compliance Analyst	\$150 - \$160
Engineering Technician	\$98 - \$109	Funds Coordinator	\$155 - \$165
Assistant CAD Drafter	\$109 - \$124	Office Engineer	\$150 - \$160
Senior CAD Drafter	\$124 - \$140	Construction Inspector	\$145 - \$155
Associate Designer	\$140 - \$155	Senior Construction Inspector	\$155 - \$165
Senior Designer	\$155 - \$171	Construction Manager	\$176 - \$191
Design Project Manager	\$196 - \$206	Resident Engineer	\$191 - \$206
Assistant Engineer	\$119 - \$129	PUBLIC WORKS INSPECTION	
Associate / Staff Engineer	\$150 - \$165	Public Works Inspector	\$145 - \$155
Senior Civil Engineer	\$206 - \$227	Senior Public Works Inspector	\$155 - \$165
Traffic Analyst Technician	\$103 - \$114	Supervising PW Inspector	\$165 - \$176
Associate Traffic Analyst	\$155 - \$165	SURVEY AND MAPPING	
Senior Traffic Analyst	\$165 - \$176	Survey Analyst	\$155 - \$160
Professional Transportation Planner	\$176 - \$191	Senior Survey Analyst	\$160 - \$165
Traffic Engineer Technician	\$98 - \$109	2-Man Survey Crew	\$357 - \$372
Associate/Staff Traffic Engineer	\$150 - \$165	Survey & Mapping Specialist	\$191 - \$207
Traffic Engineer	\$176 - \$191	Licensed Land Surveyor	\$217 - \$227
Senior Traffic Engineer	\$191 - \$212	FUNDING & GRANT WRITING	
Project Manager	\$191 - \$212	Funds Analyst	\$150 - \$155
Senior Project Manager	\$212 - \$227	Senior Funds Analyst	\$155 - \$165
Deputy City Engineer	\$176 - \$196	Grant Writer	\$171 - \$176
City Engineer	\$196 - \$212	Funds & Grant Project Manager	\$191 - \$202
Principal Engineer	\$212 - \$233	PLANNING	
BUILDING & SAFETY		Community Development Technician	\$83 - \$93
Permit Technician	\$78 - \$88	Planning Technician	\$93 - \$103
Plan Check Technician/Analyst/Supervisor	\$129 - \$145	Assistant Planner	\$103 - \$124
Building Inspector	\$119 - \$134	Associate Planner	\$124 - \$145
Senior Inspector	\$129 - \$145	Senior Planner	\$150 - \$171
Plans Examiner/Checker	\$145 - \$160	Planning Manager	\$176 - \$196
Plan Check Engineer	\$155 - \$176	ADMINISTRATIVE STAFF	
Deputy Building Official	\$165 - \$176	Administrative/Clerical	\$72 - \$83
Building Official	\$171 - \$186	Project Accountant	\$83 - \$93

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

Where plan checks are designated as accelerated/expedited reviews by city staff, the consultant will be compensated an additional 50% of the agreed hourly rate submitted in items above for the accelerated/expedited review. The consultant shall track the total number of hours spent on plan reviews and submit as part of monthly invoicing.

Consultant shall perform accelerated plan review on an as-needed basis. When authorized by the City and agreed to by the consultant, **developer-initiated expedited plan check may be accommodated and shall be compensated at a rate not to exceed 1 ½ times the agreed rate.**

- II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant exceed \$100,000 during the Term.

III. **METHOD OF PAYMENT.** Consultant shall submit monthly invoices, based on the services performed in the preceding month, for City approval and payment. Invoices must be itemized and include:

- A. Project identification
- B. Total plan check fee collected by the City
- C. Consultant's 60% share of that collected amount.
- D. Number and type of reviews performed
- E. Date of service.
- F. Staff title.
- G. Type of review.
- H. Applicable hourly rate (if applicable).
- I. Number of hours worked (if applicable).
- J. Corresponding amount.
- K. Total amount.
- L. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.

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

Consultant: Transtech Engineers, Inc.
133367 Benson Avenue
Chino CA 91710
Attention: Dennis Tarango
Email: Dennis.Tarango@transtech.org

City: City of Redondo Beach
Community Development Department, Building Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Mercedes Amely Program Coordinator
Email: mercedes.amely@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is

received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

EXHIBIT “D”

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant’s indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers’ Compensation insurance as required by the State of California.

Employer’s Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Consultant acknowledges that the project as defined in this Agreement between Consultant 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. Consultant shall perform all work on the project as a public work. Consultant 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, Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

5. Consultant 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 Consultant 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 Consultant or by any subcontractor.

6. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant 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. Consultant 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. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant 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, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. 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. The 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 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 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 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, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to 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, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant 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. 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 pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless, and defend (at Consultant's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2025

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Sandy Peters PHONE (A/C, No, Ext): 626-696-1901 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
INSURED Transtech Engineers, Inc. 909-595-8599 13367 Benson Ave Chino CA 91710-3009	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Co of America INSURER B: Travelers Property Casualty Company of America INSURER C: The Travelers Indemnity Company of Connecticut INSURER D: Hartford Casualty Insurance Co. INSURER E: INSURER F:

License#: 6003745
TRANENG-09**COVERAGES****CERTIFICATE NUMBER:** 897519313**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6805H737478	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NoOwnedAutos <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA3R067451	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP4F17434A	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A		Y	57WEGAA5O8A	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			107328311	12/31/2024	12/31/2025	Per Claim \$2,000,000 Aggregate Limit \$4,000,000

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

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.

RE: Plan Check & Inspection Services.

City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Auto Liability is Primary per policy form wording.

CERTIFICATE HOLDER**CANCELLATION** 30 Day Notice will be sent to holder

City of Redondo Beach
Department of Community Development
415 Diamond Street, Door 2
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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POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 57WEGAA5O8A

Endorsement Number:

Effective Date: 09/01/2024

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

Named Insured and Address: Transtech Engineers, Inc.
13367 Benson Ave
Chino, CA 91710-3009

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

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

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

SCHEDULE

Person or Organization

Job Description

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

Sandy Peters

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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".

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own; or
 - (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2025

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

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PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Sandy Peters PHONE (A/C, No, Ext): 626-696-1901 E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com	FAX (A/C, No):
License#: 6003745 TRANENG-09	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Transtech Engineers, Inc. 909-595-8599 13367 Benson Ave Chino CA 91710-3009	INSURER A: Travelers Casualty and Surety Co of America	31194
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: The Travelers Indemnity Company of Connecticut	25682
	INSURER D: Hartford Casualty Insurance Co.	29424
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 897519313**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6805H737478	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NoOwnedAutos	Y	Y	BA3R067451	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP4F17434A	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	57WEGAA508A	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			107328311	12/31/2024	12/31/2025	Per Claim \$2,000,000 Aggregate Limit \$4,000,000

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

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RE: Plan Check & Inspection Services.

City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Auto Liability is Primary per policy form wording.

CERTIFICATE HOLDER**CANCELLATION** 30 Day Notice will be sent to holder

City of Redondo Beach
Department of Community Development
415 Diamond Street, Door 2
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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POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 57WEGAA5O8A

Endorsement Number:

Effective Date: 09/01/2024

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

Named Insured and Address: Transtech Engineers, Inc.
13367 Benson Ave
Chino, CA 91710-3009

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

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

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

SCHEDULE

Person or Organization

Job Description

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

Sandy Peters

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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".

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND BOWMAN INFRASTRUCTURE ENGINEERS LTD.**

This First Amendment to the Agreement for Consulting Services ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Bowman Infrastructure Engineers LTD., a California corporation ("Consultant" or "Contractor").

WHEREAS, on July 15, 2025, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement.

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. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to include additional hourly rates for accelerated plan review and revisions to approved plans, and increase Consultant's total compensation limit by \$370,000, setting a new limit of \$470,000. Exhibit "C-1" is attached hereto and incorporated by this reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement.
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 10th day of February, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

BOWMAN INFRASTRUCTURE ENGINEERS
LTD., a California corporation

James A. Light, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT “C-1”

COMPENSATION

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

- I. **AMOUNT.** For any plan reviews, inspections, or additional onsite services requested by the City on or after July 16, 2025, the payment structure outlined in Sections I.A and I.B of this Exhibit “C” shall apply.

Any plan reviews, inspections, and additional services associated with those plan reviews and inspections, that were assigned by the City prior to July 16, 2025, regardless of whether such services are still ongoing, shall be compensated in accordance with the terms of the Agreement between the City and Consultant dated April 2, 2024.

- A. **Plan Review Services.** If City assigns Consultant to provide plan review services, Consultant shall be paid 60% of the plan check fees collected by the City for each assigned project, except for accelerated plan reviews and revisions to approved plans as follows:

Service Type	Compensation Rate
Accelerated Plan Review	Upon City’s request, Consultant shall perform accelerated plan review services and shall be compensated at a rate not to exceed 1.5 times the applicable plan check fee.
Revisions to Approved Plans	Consultant shall be compensated at an hourly rate of \$125 for any revisions to previously approved plans

The applicable plan checks fees are established by the City’s Master Fee Schedule, as adopted and as may be amended from time to time by the City Council.

Consultant shall be responsible for accessing the plan check fee details for each assigned project through the City’s online portal at redondobeachca.portal.iworq.net, and for using that information to determine the 60% allocation, as further described in Section III of this Exhibit “C”.

- B. **Inspections and Additional Onsite Services.** For any onsite services described in Sections I.B and I.C of Exhibit “A”, Consultant shall be compensated at the full burdened hourly rates set forth below:

Onsite Staffing Augmentation	Hourly Rate	Comments
Plan Check Engineer	\$ 120	
Plans Examiner	\$ 100	
CASp Inspector	\$ 100	
Building Inspector	\$ 100	
Senior Building Inspector	\$ 125	At the request of the City, building inspection may be performed after hours at a rate 1 ½ times this hourly rate.
Permit Technician	\$ 85	
Building Official	\$ 145	
Associate Planner, Fire Plan Examiner, Fire Inspector, Management Analyst, etc	\$ 100	

Bowman will perform accelerated plan review on an as-need basis. When authorized by the City, developer-initiated expedited plan check will be accommodated and will be compensated at a rate not to exceed 1 ½ times the agreed rate.

After Hours Building Inspection

At the request of the City, and upon the availability of Bowman building inspectors, building inspection will be performed after hours at a rate not to exceed 1 ½ times the agreed upon hourly rate. In addition, Bowman building inspectors will perform after-hours stand-by emergency response in the event of fires, accidents, etc.

Revision to approved plans will be charged at an hourly rate of \$125.00.

- C. **Travel Time Non-Compensable.** Consultant shall not invoice for, and shall not be entitled to receive any compensation for time spent traveling to or from any location, including but not limited to project sites, meetings, or the City's offices. All travel time shall be deemed part of the Consultant's overhead and included within the fully burdened hourly rates or fixed fees set forth in this Exhibit "C". This restriction applies regardless of distance traveled, mode of transportation, or time of day.
- II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event shall the total amount paid to Consultant exceed \$470,000 during the Agreement, as amended.
 - III. **METHOD OF PAYMENT.** Consultant shall submit monthly invoices, based on the services performed in the preceding month, for City approval and payment. Invoices must be itemized and include:
 - A. Project identification
 - B. Total plan check fee collected by the City
 - C. Consultant's 60% share of that collected amount.
 - D. Number and type of reviews performed
 - E. Date of service.
 - F. Staff title.
 - G. Type of review.
 - H. Applicable hourly rate (if applicable).
 - I. Number of hours worked (if applicable).
 - J. Corresponding amount.

- K. Total amount.
- L. Any City approved subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within forty-five (45) days of receipt of the invoice; provided, however, that the services are completed to the City's full satisfaction and there is no dispute over the amount.
- V. **NOTICE.** Written notices to City and Consultant shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Bowman Infrastructure Engineers Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, VA 20191
Attention: Jay Shih
Email: Jshih@bowman.com

City: City of Redondo Beach
Community Development Department, Building Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Mercedes Amely Program Coordinator
Email: mercedes.amely@redondo.org

All notices, including notices of address changes, provided under the Agreement, as amended are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND BOWMAN INFRASTRUCTURE ENGINEERS LTD.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Bowman Infrastructure Engineers LTD., a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

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

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement.

Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
 - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day

during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. 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. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
- 18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the

City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement, including all attached exhibits, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement solely with respect to projects assigned by the City on or after July 16, 2025. For any project assigned by the City prior to July 16, 2025, including any ongoing or future services performed in connection with such project, the terms of the Agreement between the City and Consultant dated April 2, 2024, shall continue to govern. Notwithstanding the foregoing, correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30)

days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

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

SIGNATURES FOLLOW ON NEXT PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2024

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

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

PRODUCER Klein Agency, LLC P.O. Box 219 Timonium MD 21094	CONTACT NAME: Certificates PHONE (A/C, No, Ext): (410) 832-7600 FAX (A/C, No): (410) 832-1849 E-MAIL ADDRESS: certs@kleinagencyllc.com																					
INSURED Bowman Consulting Group Ltd. 12355 Sunrise Valley Drive, Suite 520 Reston VA 20191	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Charter Oak Fire Insurance Co</td><td>25615</td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity Co. of Am</td><td>25666</td></tr><tr><td>INSURER C:</td><td>Travelers Property Casualty Co. of America</td><td>25674</td></tr><tr><td>INSURER D:</td><td>Berkshire Hathaway Specialty Insurance</td><td>22276</td></tr><tr><td>INSURER E:</td><td>Beazley Insurance Company</td><td>37540</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Charter Oak Fire Insurance Co	25615	INSURER B:	Travelers Indemnity Co. of Am	25666	INSURER C:	Travelers Property Casualty Co. of America	25674	INSURER D:	Berkshire Hathaway Specialty Insurance	22276	INSURER E:	Beazley Insurance Company	37540	INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 24-25 Main**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"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	630-6J047645-COF-24	08/31/2024	08/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-8T020319-24-43	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP-6J395074-24-23	08/31/2024	08/31/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	UB-6J317115-24-43-G	08/31/2024	08/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D/E	Primary Professional & Pollution Liab / Excess Professional & Pollution Liab			47EPP33066602/V3349C240301	08/31/2024	08/31/2025	Each Claim/Aggregate \$5,000,000 Excess Each Claim/Aggr. \$5,000,000	

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

Endorsements CGD604, CGD379, CGD414, CAT474, CAF129, WC000313 are attached. If required by an insured written contract, executed prior to any loss, City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Umbrella Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

CERTIFICATE HOLDER**CANCELLATION**City of Redondo Beach
415 Diamond Street

Redondo Beach

CA 90277

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b)** Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a)** How, when and where the "occurrence" or offense took place;
- (b)** The names and addresses of any injured persons and witnesses; and
- (c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
- (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- i. How, when and where the "occurrence" or offense took place ;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
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PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BUSINESS AUTO COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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| <p>A. BROAD FORM NAMED INSURED</p> <p>B. BLANKET ADDITIONAL INSURED</p> <p>C. EMPLOYEE HIRED AUTO</p> <p>D. EMPLOYEES AS INSURED</p> <p>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</p> <p>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</p> <p>G. WAIVER OF DEDUCTIBLE – GLASS</p> | <p>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</p> <p>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</p> <p>J. PERSONAL EFFECTS</p> <p>K. AIRBAGS</p> <p>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</p> <p>M. BLANKET WAIVER OF SUBROGATION</p> |
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PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., 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 Auto Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE** :
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE** :
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you

lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.
 - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following additional coverage is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

This Personal Effects limit does not apply to "loss" to the covered "auto" or its equipment.

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

COMMERCIAL AUTO

- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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 – 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 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.

POLICY NUMBER: UB-6J317115-24-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

**SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ROBERT HALF INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("First Amendment") is made and entered into on October 21, 2025, by and between the City of Redondo Beach, a chartered municipal corporation ("City"), and Robert Half Inc., a Delaware corporation ("Contractor").

WHEREAS, on July 15, 2025, the parties hereto entered into an Agreement for Project Services (the "Agreement"); and

WHEREAS, on October 21, 2025, the parties hereto entered into the First Amendment to the Agreement (the "First Amendment"); and

WHEREAS, the parties hereto desire to amend the Agreement.

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

1. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase Consultant's total compensation limit by \$50,000, setting a new limit of \$115,000. Exhibit "C-1" is attached hereto and incorporated by this reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement.
2. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, the First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreements with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment the terms of this Second Amendment shall govern.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 10th day of February, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

ROBERT HALF INC.
a Delaware corporation

James A. Light, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "C-1"

COMPENSATION

Provided Contractor is not in default under the Agreement, as amended, Contractor shall be compensated as provided below.

1. **AMOUNT.** Contractor shall be paid in accordance with the schedule set forth below.

Title	Hourly Bill Rate
Assistant Planner	\$58.87/hr.
Administrative Assistant	\$43.00/hr.
Total Not to Exceed Amount	\$115,000

In the event City wishes to convert any of Contractor's Assigned Individuals, City agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal a percentage of the Assigned Individual's aggregate annual compensation, including bonuses, based on length of assignment. City agrees to pay a conversion fee if Contractor's Assigned Individual is hired by an affiliate or other related business entity as a result of City's subsequent referral of the Assigned Individual or one of City's customers as a result of Assigned Individual providing services to that customer. The conversion fee is payable if City hires the Assigned Individual, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. The same calculation will be used if City converts Contractor's Assigned Individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000.

The conversion fee will equal a percentage of the Professional's aggregate annual compensation, including bonuses, based on the length of assignment:

0-159 hours worked = 20% of person's annual base salary

160+ hours worked = 17% of person's annual base salary

320+ hours worked = 14% of person's annual base salary

480+ hours worked = 11% of person's annual base salary

640+ hours worked = 8% of person's annual base salary

720+ hours worked = 5% of person's annual base salary

880+ hours worked = \$2000 flat fee

2. **METHOD OF PAYMENT.** Assigned Individual will present a time sheet or an electronic time record to City for verification and approval at the end of each week. Contractor

will bill City weekly for the total hours worked. If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate. Contractor may charge City a fee for the provision of equipment or technology, if City requests that Assigned Individual use equipment or technology provided by Contractor. Contractor may also increase Contractor's rates to reflect increases in Contractor's cost of doing business, including costs associated with higher wages for workers and/or related taxes, benefits or other costs. Contractor will provide written or verbal notice of technology charges and/or increases in rates. Any increase in rates will be prospective, starting as of the effective date Contractor specifies.

3. **SCHEDULE FOR PAYMENT.** City shall process payment within 30 days of receipt of invoice.
4. **NOTICE.** Written notices to City and Contractor shall be given by email, or registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Robert Half Inc.
970 W. 19th St. Suite 400
Torrance, CA 90502
Attention: David Saidnia, Regional Director/Vice President
Email: David.Saidnia@roberthalf.com

With a Copy to:
Robert Half Inc.
2613 Camino Ramon
San Ramon, CA 94583
Attention: Client Contracts Dept.

Contractor: City of Redondo Beach
Financial Services Department
415 Diamond St.
Redondo Beach, CA 90277
Attention: Marc Wiener, Community Development Director
Email: Marc.Wiener@redondo.org

All notices, including notices of address changes, provided under the Agreement as amended, are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

**FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ROBERT HALF INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("First Amendment") is made and entered into on October 21, 2025, by and between the City of Redondo Beach, a chartered municipal corporation ("City"), and Robert Half Inc., a Delaware corporation ("Contractor").

WHEREAS, on July 15, 2025, the parties hereto entered into an Agreement for Project Services (the "Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement.

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

1. **TERM AND TIME OF COMPLETION.** Exhibit "B" of the Agreement, as amended by Exhibit "B-1", which extends the term of the Agreement to December 31, 2026. Exhibit "B-1" is attached hereto and incorporated by this reference. Contractor shall commence and complete all services described in Exhibit "A" of the Agreement in accordance with the schedule set forth in Exhibit "B-1".
2. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreements with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment the terms of this First Amendment shall govern.

[SIGNATURES ON NEXT PAGE]

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ROBERT HALF INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Robert Half Inc., a Delaware corporation ("Contractor").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. Contractor agrees to assign one or more individuals (each an "Assigned Individual") to assist the City, as set forth in Exhibit "A".
- B. Term and Time of Completion. The term of the agreement is set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor agrees to comply with the insurance requirements set forth in Exhibit "D".

* * * * *

GENERAL PROVISIONS

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

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

4. Reserved.
5. Reserved.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.
8. Reserved.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the staffing services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of the staffing industry.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work performed prior to the effective date of termination; and (2) any applicable conversion fees. 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. Contractor may terminate this Agreement with thirty (30) days written notice to the City.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, reasonable attorney's fees, 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 negligence or willful misconduct of Contractor in performance of the Agreement (including negligence or willful misconduct by any of its officers, agents, employees, Subcontractors), or its failure to comply with any of its obligations contained in the Agreement, violation of law except for such loss or damage which was caused by the gross negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and

shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
 18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.
 19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
 20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or

written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference.
25. Reserved.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. Contractor guarantees City's satisfaction with Contractor's Assigned Individuals by extending to City a two (2) days (16 hours) guarantee for members of the administrative & customer support contract talent practice group (as applicable, the "Guarantee Period"). If, for any reason, City is dissatisfied with the Assigned Individual assigned to City, Contractor will not charge for the Guarantee Period worked, provided Contractor is allowed to replace the Assigned Individual. Unless City contacts Contractor before the end of the guarantee period, City agrees that Contractor's Assigned Individual is satisfactory for purposes of this guarantee.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
36. Additional Terms. Nothing in this Agreement shall obligate Contractor's practice group or branch offices, other than Robert Half's administrative & customer support contract talent practice group of the Contractor's branch office located in Torrance, CA (the "Branch"), to perform services under the terms and conditions contained herein this Agreement. Notwithstanding the foregoing, Contractor shall be responsible for any liability or claim arising out of the Branch's performance of the services under the terms of this Agreement.

City shall supervise Assigned Individuals providing services to City. City shall not permit or require Assigned Individuals (i) to perform services outside of the scope of Assigned Individual's assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual; (vii) to operate machinery (other than office

machines) or automotive equipment. City may request that Contractor permit its Assigned Individuals to provide services to City remotely (i.e., from a location other than City's offices) using City's or Contractor's laptop and/or other computer or telecommunications equipment (the "Equipment"). City acknowledges and agrees that Contractor shall have no control over, and City shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Assigned Individual, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby.

Moreover, City must not require Assigned Individual to save or store any of City's files or other data on the Computer Systems provided by Contractor (including, but not limited to, any virtual desktop infrastructure solution). Since Contractor is not a professional accounting firm, City agrees that City will not permit or require Assigned Individual (a) to render an opinion on behalf of Contractor or on City's behalf regarding financial statements; (b) to sign the name of Contractor on any document; or (c) to sign their own names on financial statements or tax returns.

It is understood that City has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to City's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Assigned Individuals working on City's premises.

If City requires Contractor to perform background checks or other placement screenings of Assigned Individuals, City agrees to notify Contractor prior to the start of services under this Agreement. Contractor will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If City requests a copy of the results of any checks conducted on Contractor's Assigned Individuals, City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws..

Unless otherwise provided by law, City agrees to agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure to hold in confidence the Assigned Individual's legally protected personal information.

SIGNATURES FOLLOW ON NEXT PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Boulevard, Suite 100 Glendale CA 91203	CONTACT NAME: Robert Half Certificates PHONE (A/C, No, Ext): 818-539-1463 E-MAIL ADDRESS: roberthalf_certificates@ajg.com FAX (A/C, No):
INSURED Robert Half Inc. including Accountemps 3001 Bishop Dr., Suite 140 San Ramon CA 94583	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Underwriters at Lloyd's London INSURER C: Safety National Casualty Corporation INSURER D: INSURER E: INSURER F:
License#: 0D69293 ROBEHAL-03	NAIC # 20281 15792 15105

COVERAGES**CERTIFICATE NUMBER:** 1715625383**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"/> Stop Gap Em.Liab <input checked="" type="checkbox"/> in OH, WA, WY,ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3579-66-87	6/1/2025	6/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employer Liability \$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7323-32-17	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll.Ded: \$1,000/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7921-71-07	6/1/2025	6/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	See Attached Supplemental	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Personal Property w/ TIB Professional Liability Crime/Fidelity			3579-66-87 W268C2250701 W26978250701	6/1/2025 3/31/2025 3/31/2025	6/1/2026 3/31/2026 3/31/2026	Property Limit \$500,000 Per Claim/Aggregate \$5,000,000 Each Loss \$5,000,000

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

Professional Liability coverage are claims made and reported during the policy period. Certificate Holder is deemed Additional Insured on the above referenced General Liability and Auto Liability policies on a Primary and Non-Contributory basis as required by written contract for liability arising out of the Named Insureds' acts or omissions. Please refer to attached General Liability form for scope of Additional Insured status. Rights of Subrogation have been waived with respects to General Liability, Auto Liability and Workers Compensation Policies as required by written contract executed prior to loss.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

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

AUTHORIZED REPRESENTATIVE

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2025-2026 RHI Workers Compensation Policy Numbers

<u>Policy#</u>	<u>States</u>	<u>Eff. Date</u>	<u>Exp. Date</u>	<u>Issuing Company</u>	<u>NAIC #</u>
Robert Half International Inc. and Protiviti Inc.					
LDS4064812	AOS: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, NE, NV, NH, NJ, NM, NY, NC, OK, OR, PA RI, SC, TN, TX, UT, VA	6/1/2025	6/1/2026	Safety National Casualty Corp	15105
PS 4064813	WI	6/1/2025	6/1/2026	Safety National Casualty Corp	15105

COMMERCIAL AUTOMOBILE – BLANKET ADDITIONAL INSURED – POLICY EXCERPT

Insured	Robert Half Inc.
Policy Number	7323-32-17
Policy Effective	June 1, 2025 – June 1, 2026; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

2. BROAD FORM INSURED

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

COMMERCIAL AUTOMOBILE – PRIMARY AND NON-CONTRIBUTORY – POLICY EXCERPT

Insured	Robert Half Inc.
Policy Number	7323-32-17
Policy Effective	June 1, 2025 – June 1, 2026; 12:01am Standard Time
Form Number	CA 00 01 10 13

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

5. Other Insurance

- a.** For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1)** Excess while it is connected to a motor vehicle you do not own; or
 - (2)** Primary while it is connected to a covered "auto" you own.
- b.** For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d.** When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

COMMERCIAL AUTOMOBILE – BLANKET WAIVER OF SUBROGATION – POLICY EXCERPT

Insured	Robert Half Inc.
Policy Number	7323-32-17
Policy Effective	June 1, 2025 – June 1, 2026; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

Liability Insurance

Endorsement

<i>Policy Period</i>	JUNE 1, 2025 TO JUNE 1, 2026
<i>Effective Date</i>	JUNE 1, 2025
<i>Policy Number</i>	3579-66-87
<i>Insured</i>	ROBERT HALF INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	JUNE 1, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSURED ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative



Conditions

(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

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 06/01/2025

Policy No. LDS4064812

Endorsement No.

Insured ROBERT HALF INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

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 06/01/2025

Policy No. PS 4064813

Endorsement No.

Insured ROBERT HALF INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____



Administrative Report

H.6., File # 26-0182

Meeting Date: 2/10/2026

To: MAYOR AND CITY COUNCIL

From: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

APPROVE A MAINTENANCE AGREEMENT WITH FERANDELL TENNIS COURTS, INC. TO RESURFACE AND RESTRIPE THE TENNIS COURTS AT ALTA VISTA PARK AND CONVERT ONE OF THE TENNIS COURTS TO FOUR PICKLEBALL COURTS FOR AN AMOUNT NOT TO EXCEED \$107,408 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS

EXECUTIVE SUMMARY

On July 16, 2024, the City Council directed staff to evaluate the installation of pickleball courts at Alta Vista Park, including completion of a CEQA determination. Based on a subsequent Noise Impact analysis, Council found the project exempt from CEQA and approved the conversion of one tennis court (Court 8) into four pickleball courts. Funding for the project (\$90,000) was approved in the 2025-26 Capital Improvement Program. Additionally, staff identified \$85,926 of Proposition 68 grant funding that is available to support the resurfacing. As a result, only 20% of the \$107,408 installation cost will be charged to the existing CIP account. Staff recommends approval of the contract with Ferandell Tennis Courts, Inc. (Ferandell) to complete the proposed court resurfacing and restriping. Following contract approval, staff will return to Council with a budget modification to formally recognize receipt of the Prop 68 grant funds.

BACKGROUND

At its regular meeting on July 16, 2024, the City Council considered community interest in the potential installation of pickleball courts at Alta Vista Park. Following public comment and Council discussion, staff was directed to evaluate potential noise impacts through a Noise Impact Study and to return with a California Environmental Quality Act (CEQA) determination prior to any final decision.

To support this direction, the City retained Yorke Engineering to conduct a comprehensive Noise Impact Study evaluating ambient and projected noise levels associated with proposed pickleball play at two potential locations within the park. The study concluded that conversion of one of the existing tennis courts to pickleball courts would not result in significant noise impacts, with modeled and measured increases at the nearest residential properties remaining well below thresholds for perceptibility and regulatory concern.

Based on these findings, the City Council voted to proceed with the conversion of one tennis court into four pickleball courts at Alta Vista Park and determined that the project is exempt from CEQA, pursuant to Guidelines Section 15301, as documented in the Exemption Declaration and supported

by the Noise Impact Study. Council selected Court 8 for the conversion and directed staff to implement noise mitigation measures, specifically the installation of Acoustiblok panels, a standard, widely-used mitigation measure within the pickleball community. These panels were recently installed by public works personnel in advance of the proposed court resurfacing.

Following Council's direction, staff evaluated how best to implement the pickleball court conversion. Staff determined it would be most efficient and cost-effective to complete the conversion in tandem with an existing CIP project for the resurfacing of the tennis courts at Alta Vista Park.

The Community Services Department, in coordination with the Public Works Department, solicited three quotes for the resurfacing of all eight tennis courts and the restriping of one court for pickleball. Initial cost proposals ranged from \$122,465 to \$172,516. To align the project more closely with the \$90,000 allocated by Council to the CIP, staff worked with all three proposers to reduce costs while maintaining the City's standards for durable, high-quality recreational surfaces. Staff did not recommend resurfacing only a portion of the courts, as this would negatively impact the overall appearance and consistency of the playing surface. Ferandell ultimately provided the most competitive proposal and collaborated with City staff to ensure the use of high-quality resurfacing materials.

While refining the project scope and cost, staff identified unused Proposition 68, per capita, grant funds that could be applied to this project. These funds will be used not only for court resurfacing and restriping, but also to offset costs associated with the Noise Impact Study and noise mitigation materials.

The total project cost under the proposed Agreement with Ferandell is \$107,408. Of this amount, \$85,926 (80 percent) will be funded through Proposition 68, with the remaining \$21,482 funded through the project account. As a result, \$68,518 of the originally allocated CIP funds may be returned to the Quimby Fund for use on other park improvement projects. Additionally, application of Proposition 68 funds toward the Noise Impact Study and Acoustiblok materials will allow for the recovery of an additional \$20,671, which would also be returned to the Quimby Fund.

Staff recommends the City Council approve the attached contract with Ferandell Tennis Courts, Inc. in the amount of \$107,408. Staff is finalizing the necessary documentation to secure the Proposition 68 funding and will return to Council with a budget modification to formally recognize receipt of those funds once complete. If approved, Ferandell will move forward with the resurfacing and restriping beginning the third week of February, with completion of the work anticipated in early March.

COORDINATION

The scope of work, cost proposal refinement, and report were coordinated by the Community Services and Public Works Departments. The contract was reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

The total cost to complete the proposed court resurfacing and restriping is \$107,408. The Capital Improvement Program includes \$90,000 for this work. Proposition 68 funds, in the amount of \$85,926, will be applied to the proposed Agreement with Ferandell, resulting in only \$21,482 of the originally allocated CIP funds being utilized for the project.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Ferandell Tennis Courts, Inc.
- Insurance - Ferandell Tennis Courts, Inc.

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND FERANDELL TENNIS COURTS, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Ferandell Tennis Courts, Inc., a California corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this

Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
 - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which

such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
- 18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this

Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

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

pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. All materials and labor provided by Contractor are guaranteed for one (1) year from the date Contractor's work is completed. However, Contractor cannot guarantee and specifically disclaims any warranty against normal cracking of concrete within industry standards or against concrete cracking due to causes beyond Contractor's reasonable control including, but not limited to, Acts of God, soil subsidence/movement, inherent characteristics of the soil, expansive soil, hydrostatic pressure, drainage problems, and reactive aggregate or contaminants in the concrete. Contractor does not warrant against shrinkage cracks and/or spalls which appear in the concrete, and City understands and acknowledges that cracks and/or spalls do occur, and that they may affect the court's appearance. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, AND CONSTITUTES THE SOLE WARRANTY OF CONTRACTOR TO CITY. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY, QUALITY, AND WORKMANSHIP OR OF MATERIALS EXCEPT AS SPECIFICALLY HEREIN SET FORTH. No warranty work will be performed until the contract amount is paid in full.

- a. Warranty will apply to surfacing material spalls resulting from poor installation of surfacing material. Concrete slab spalls is not covered by warranty. "Poor installation" means any installation, application, or curing of surfacing materials that fails to comply with this Agreement, manufacturer specifications, applicable codes, or generally accepted industry standards, and that results in defective workmanship, improper surface preparation, use of nonconforming materials, or reduced surface performance.
 - b. New material provided by Contractor will be free of contaminants. Existing concrete and issues due to existing concrete contamination and/or reactive aggregate is not covered by warranty.
 - c. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
 - d. The warranty set forth in this Agreement shall survive the termination or expiration of this Agreement and shall remain in full force and effect for the applicable warranty periods stated herein and under any assigned or passed through third-party manufacturer warranties.
 - e. Contractor shall not be liable under this Section 33 for an amount greater than the amount set forth in Exhibit "C"; provided, however, that this limitation shall not apply to Contractor's obligation to correct or replace defective work, or to Contractor's indemnity obligations under Section 14.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE



FERATEN-01

JPFAFFENBERGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2026

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

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

PRODUCER License # 0H18131 Momentous Insurance Brokerage, A Marsh & McLennan Agency LLC Company 5990 Sepulveda Blvd., #550 Van Nuys, CA 91411	CONTACT NAME: PHONE (A/C, No, Ext): (818) 933-2700 FAX (A/C, No): (818) 933-2701 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : United National Insurance Company</td> <td>13064</td> </tr> <tr> <td>INSURER B : United Financial Casualty Company</td> <td>11770</td> </tr> <tr> <td>INSURER C : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER D : Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER E : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United National Insurance Company	13064	INSURER B : United Financial Casualty Company	11770	INSURER C : Nautilus Insurance Company	17370	INSURER D : Insurance Company of the West	27847	INSURER E : Hartford Fire Insurance Company	19682	INSURER F :	
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INSURER F :															
INSURED Ferandell Tennis Courts, Inc. Paul Ferandell 3216 Grey Hawk Ct. Carlsbad, CA 92010															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CSC0001374	5/26/2025	5/26/2026	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Deductible</td><td style="text-align: right;">\$ 2,500</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Deductible	\$ 2,500
EACH OCCURRENCE	\$ 1,000,000																				
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
Deductible	\$ 2,500																				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	998465041	12/5/2025	6/5/2026	<table style="width: 100%;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			AN1349551	5/26/2025	5/26/2026	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$								
EACH OCCURRENCE	\$ 2,000,000																				
AGGREGATE	\$ 2,000,000																				
	\$																				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WVE505556205	5/26/2025	5/26/2026	<table style="width: 100%;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. EACH ACCIDENT	\$ 1,000,000																				
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
E	Rental Equipment			72MSHC1846	6/26/2025	6/26/2026	Deductible 1,000														
E	Rental Equipment			72MSHC1846	6/26/2025	6/26/2026	Equipment 66,500														

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

The City of Redondo Beach, it's officers, elected and appointed officials, employees and volunteers are included as Additional Insureds in the event liability arises

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance	Where specified by fully executed written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance.	Where specified by fully executed written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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 LIQUOR 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, effective: 05/26/2025
(at 12:01 A.M. standard time at the address of the Named Insured as showing in the
Declarations) forms a part of Policy No: CSC0001374
Issued to: Ferandell Tennis Courts, Inc.
By: United National Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to **SECTION IV-CONDITIONS**, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products completed operations hazard" provided you have agreed to do so in writing in a contract or agreement with that person or organization.

All other terms and conditions of the policy apply.

This endorsement, effective: 05/26/2025

(at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations) forms a part of Policy No: CSC0001374

Issued to: Ferandell Tennis Courts, Inc.

By: United National Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
AND MAXIMUM POLICY GENERAL AGGREGATE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Maximum Policy General Aggregate Limit: \$5,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project.

1. A separate Construction Project General Aggregate Limit applies to each when required in a written construction contract or agreement, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

- a.** Insureds;
- b.** Claims made or "suits" brought; or
- c.** Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

5. The Maximum Policy General Aggregate Limit shown in the Schedule is the most we will pay for the sum of all Construction Project Aggregate Limits and the General Aggregate Limit shown in the Declarations regardless of the number of:

- a.** Insureds,
- b.** Claims made or "suits" brought,
- c.** Persons or organizations making claims or bringing "suits"; or
- d.** Construction projects.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit shown in the Declarations or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit shown in the Declarations, and not reduce the General Aggregate Limit shown in the Declarations nor the Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

Policy Holder:

Ferandell Tennis Courts, Inc.
3216 Grey Hawk Ct
Carlsbad, CA 92010

The attached endorsements listed below applies to policy number: 998465041

Form 2366 (02/11) Blanket Additional Insured Endorsement
Form 2367 (06/10) Blanket Waiver of Subrogation Endorsement

Endorsement effective: June 5, 2025

Endorsements listed above are effective until policy cancellation date.

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization
**ANY PERSON OR
ORGANIZATION FOR
WHOM THE NAMED
INSURED IS REQUIRED
UNDER WRITTEN
CONTRACT TO FURNISH
THIS WAIVER.**

Job Description

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 **05/26/2025** Policy No. **WVE 5055562 05**

Endorsement No.

Insured **FERANDELL TENNIS COURTS, INC**Premium \$ **INCL.**Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____



Administrative Report

J.1., File # 26-0170

Meeting Date: 2/10/2026

TITLE

For eComments and Emails Received from the Public



Administrative Report

N.1., File # 25-1745

Meeting Date: 2/10/2026

To: MAYOR AND CITY COUNCIL
From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING IMPLEMENTING A LICENSING AGREEMENT TO PRODUCE AND MARKET CITY-BRANDED APPAREL USING THE UPDATED CITY LOGO

EXECUTIVE SUMMARY

The City's Strategic Plan includes an item directing staff to prepare a report for the City Council to discuss the next steps for implementing a licensing agreement to produce and market City-branded apparel featuring the updated City logo. This report provides an overview of approaches adopted by other municipalities and provides recommendations for the City Council's consideration.

BACKGROUND

On August 20, 2024, the City Council approved a contract with Innovent Law to prepare and submit trademark filings for the City's logo with the United States Patent and Trademark Office (USPTO). On March 12, 2025, filing applications were completed and submitted for the following classifications.

Classification	Description
16	Paper goods and printer paper items, including brochures, stationery, and adhesives
21	Cups, mugs, and other household containers
22	Packaging bags and sacks
25	Baseball caps, hats, sweatshirts, t-shirts, polos, and other attire
28	Holiday décor and ornaments
35	Administration of community services projects, inclusive of promotional material
37	Installation, maintenance, and repair of streetlights and outdoor public places, inclusive of construction site signs and notifications
38	Website and webpages
39	Bus transport and other modes of passenger transportation
41	Material related to educational services, events, production and distribution of videos, and rental of performing arts facilities
45	Material related to police and civil protection service

The total cost for trademarking the City's Logo was \$14,900, which included the following fees:

Mark Fee (flat fee)	\$1,800
First three classifications	\$300
Additional classifications (\$700 each)	\$6,300 (\$700 x 9)
Legal Services	\$6,500
Total	\$14,900

In addition to the initial cost of trademarking the City's logo, there are ongoing maintenance fees required to keep the trademark active. These fees are due in the 5th year after registration and every 10 years thereafter to confirm that the City's logo remains in use. The current fees are approximately \$225 per class in year 5 and \$525 per class every 10 years. Failure to file the required declaration of use and renewal, or to pay the associated fees, may result in cancellation of the trademark.

With regards to implementing a licensing agreement, the City could grant a vendor permission to use a municipal asset, such as produce and market the City logo, under defined conditions. These agreements can include provisions related to royalties, exclusivity, and quality control to ensure proper use and protection of the asset. For example, the City of Rochester, NY, allows non-commercial use of its trademarks and copyrighted property, including the City logo and tagline images or text, for a license fee of \$50 over a two year term. For commercial use, Rochester requires a formal License Agreement and a fee of \$100 for the same two year period. Interested applicants are required to submit an online application, which is reviewed and evaluated by the City of Rochester's Bureau of Communications and Special Events.

Another model the City Council may consider is that of the City of Beverly Hills, which established a Branding and Licensing Committee that is responsible for reviewing and making recommendations regarding the use of the city's logo. The Committee is composed of two City Councilmembers who serve as liaisons overseeing branding and licensing matters. Their responsibilities include evaluating proposals for the use of the city logo on merchandise, marketing, or events, referring such requests to the City's consultant, CMG Worldwide, for initial review, and making recommendations to the full City Council regarding approvals, denials, or modifications. The committee also considers waivers of licensing fees for charitable or special events and updates standards of use, including restrictions on categories such as alcohol, tobacco, or explicit content.

Recent approvals have included the Wolfgang Puck Autumn BBQ in 2025, Skechers USA shoe collections in 2023-2024, Amiri luxury apparel between 2020-2022, and Alfred Coffee/Glossier branding in 2022. Agreements for the use of the city logo vary depending on the terms negotiated between the City and the vendor. For example, the Memorandum of Understanding (MOU) with Erewhon included a royalty provision under which the City would receive \$10 per tote bag sold and \$2 per smoothie sold. While the MOU with Skechers USA provided the City of Beverly Hills a one-time, non-refundable advance payment of \$25,000, recoupable against royalties. Royalty payments in that case were set at 15% of the Free on Board (FOB) First Cost, defined as the greater of either ten dollars (\$10) per pair of shoes or the gross invoice price billed to Skechers by the selling factory or its agent for the goods.

To pursue a structured licensing program for its city logo, similar to the City of Rochester or City of Beverly Hills, the City of Redondo Beach should first establish a legal and trademark foundation, which the City is currently in the process of completing and anticipates approval in Spring 2026. Following this, the City should adopt a formal City Council resolution or ordinance that defines the logo as a protected municipal mark and sets forth clear guidelines for its use, such as defined categories of permitted and prohibited uses.

The City could also consider adopting a governance structure by establishing a subcommittee, composed of City Councilmembers or designated staff, to review applications and oversee agreements, potentially supported by a professional branding consultant to manage negotiations and compliance. Alternatively, the City could implement a comprehensive licensing framework that includes a standardized application process, clear approval criteria, and a defined fee and royalty structure for marketing and production.

Should the City Council direct staff to proceed with either or both of these options, staff recommends initiating pilot partnerships with local businesses to evaluate logo use and costs for marketing and production.

COORDINATION

This report was prepared by the City Manager's Office.

FISCAL IMPACT

There is currently no dedicated funding in the adopted Fiscal Year 2025-26 Budget for follow-up licensed material sales or marketing.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- City of Rochester Logo Request Commercial Use Policy
- City of Beverly Hills Branding and Licensing Committee Agenda Report



Logo Request - Commercial Use Policy

[Apply to request Logo for Commercial Usage](#)

License Agreement

THIS LICENSE AGREEMENT (the "Agreement") is effective as of the date the licensed content is delivered to the Licensee (the "Effective Date"), by and between the City of Rochester, New York ("Licensor") and the applicant ("Licensee")

License Terms

- **Licensed Content:** One or more of the property items owned by City, i.e., the City tagline, City logo and/or City copyrighted materials, as designated by the licensee in Exhibit A.
- **Licensed Products:** The products on which the Licensed Content will appear, as designated by the license in Exhibit A
- **Quantity:** The number or amount of Licensed Products that may be produced by a licensee during the term of the License. Unless limited in the License Agreement, the quantity shall be unlimited.
- **License Fees:** The license fee shall be One Hundred Dollars (\$100) per two-year term.
- **Term:** the term of the License shall be two years from the Effective Date.
- **Market Channels:** Unless limited geographically or to a specific address in the License Agreement, online sales and/or retail store sales on the licensee's business premises are permitted, provided that the applicant shall specifically designate such channels in the License Agreement.
- **General:**
 - No License shall be approved or issued by the Bureau of Communications until the License Agreement has been fully completed, applicable License Fees have been paid in full, and the License Agreement has been signed by all parties. License Fees shall not be prorated, or refunded for any reason.

General Terms and Conditions

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Licensor and Licensee agree as follows:

1. **Additional Terms and Conditions.** This Agreement expressly incorporates, and shall be in addition to, all of the terms and conditions contained in the City of Rochester Trademark and Copyright Usage Guidelines. This Agreement and the City of Rochester Trademark and Copyright Usage Guidelines shall constitute the entire agreement between the parties and shall not be modified or supplemented by any prior or contemporaneous agreements or understandings relating to the same subject matter, whether written or oral.
2. **License.** Subject to Licensee's payment of the License Fee, Licensor grants to Licensee, and Licensee hereby accepts, the non-exclusive right and license to use the Licensed Content on and in connection with the manufacture, marketing and sale of the Licensed Products for sale in the Market Channel during the Term. Licensee agrees and acknowledges that all use of the Trademark, and any goodwill that results from such use, shall inure to the benefit of the Licensor.
3. **Quality Control.** Licensee agrees to comply with all of the "Online Conduct Guidelines" set forth in the City of Rochester Trademark and Copyright Usage Guidelines. Furthermore, Licensee shall ensure that the Licensed Product(s) and any marketing materials, packaging, websites and related materials bearing the Trademark(s) shall be of sufficient quality to protect the reputation and goodwill associated with the Trademark(s) in the minds of consumers, and shall comply with all laws and regulations relevant to the quality of such products in the jurisdiction(s) where such products are sold.
4. **Term.** This Agreement shall become effective as of the Effective Date and remain in effect for the Term. Upon expiration or termination of this Agreement for any reason other than Licensee's material breach, Licensee shall be entitled to sell-off remaining inventory of Licensed Products for a period of three (3) months. If this Agreement is terminated due to Licensee's material breach of this Agreement, Licensee shall immediately cease any and all use of the Licensed Content and the sale and marketing of Licensed Products on or before the effective date of termination.
5. **Termination.** The City of Rochester may terminate this Agreement if: (a) Licensee is in material breach of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice of such breach; or (b) Licensee is or becomes insolvent, files for bankruptcy or ceases to operate its business.
6. **Assignment:** Successors and Assigns. Licensee shall not have the right to assign, transfer or sublicense the terms and conditions of this Agreement without the prior written consent of Licensor. This Agreement shall be binding upon Licensee, its successors and permitted assigns.
7. **Amendment.** This Agreement may not be amended, modified or supplemented except by a written instrument duly executed by each of Licensor and Licensee.
8. **Severability; Waiver.** If any provisions of this Agreement or any portions hereof are invalid, illegal or unenforceable, the other provisions of this Agreement or portions thereof shall remain in full force and effect. Any failure of Licensor or Licensee to comply with any provision of this Agreement may only be waived expressly in a written instrument duly executed by each of Licensor and Licensee.

Trademark and Copyright Usage Guidelines

Introduction

The City of Rochester encourages its citizens and businesses to promote the City of Rochester; and the City of Rochester has developed this trademark and copyright usage policy (the "Policy") to establish consistent guidelines for the use of certain trademarks (such as the City of Rochester logo and tagline) and other content owned by the City of Rochester.

This Policy governs the NON-COMMERCIAL use of trademarks and copyrighted content owned by the City of Rochester (collectively, "Content") and is incorporated into all license agreements issued for COMMERCIAL use of the Content. IF YOU USE ANY CONTENT, YOU EXPRESSLY AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS POLICY. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE CONTENT IN ANY MANNER. If you have any questions about this policy or how to obtain permission to use Content owned by the City of Rochester for commercial purposes, please contact the City Bureau of Communications and Special Events.

Changes to this Policy

The City of Rochester may change this Policy without prior notice.

List of Content

For a complete list of current trademarks and copyrighted images and access to downloadable digital content for use in accordance with these guidelines, please acknowledge below and you will be directed to the Trademarked Image page. Only the Content available on this page is available for use under this Policy.

Ownership of Intellectual Property

The City of Rochester is the owner of the Content as well as trademark(s) and logos, copyrighted images and text appearing on the City of Rochester website (the "Website") and social media platforms owned and operated by the City of Rochester. Trademarks may be identified on the website with either a "TM" or ® designation; however, the absence of either a "TM" or ® designation does not affect the City of Rochester's rights to such trademarks. Copyrighted content may be identified with a copyright notice; however, the absence of a copyright notice does not mean that the image or text is free to copy or use except as set forth in this Agreement.

Except as stated in the Non-Commercial Use License sections below, reproduction, modification, or distribution of Content is strictly prohibited. You agree not to sell, license, rent, distribute, copy, transmit, publicly display, adapt, edit or create derivative works using the Content. Additionally, you may not reproduce, modify, reverse engineer, decompile, disassemble, transmit, sell, distribute, license or create derivative works of any other content appearing on the Website.

Non-commercial usage

You may use the Content on a personal website, such as a blog or social media, to indicate that you or your business are located in the City of Rochester, provided your website or social media page complies with the Online Conduct section below. This permission shall be deemed a limited, non-

transferable, non-exclusive license that ends immediately if upon the City of Rochester's request, including but not limited to instances where the Content is out-of-date or has been updated by the City of Rochester; and/or if you are in violation of this Policy.

You may NOT use any Content for commercial purposes, which is defined as use of Content on social media websites that promote a business or commercial enterprise, on printed materials (such as books, brochures, or posters), merchandise (such as coffee mugs, pens or T-Shirts) or any other articles that are offered for sale OR given away for free in connection with the promotion of your business or commercial enterprise.

You expressly acknowledge that the results from any use of Content and any goodwill shall be for the benefit of the City of Rochester. You further agree that any use of Content shall be of sufficient quality and shall not violate this Policy or otherwise harm the City of Rochester's reputation.

Commercial-use licenses

If you would like to use Content for commercial purposes, you must first contact the City of Rochester and obtain a commercial use license. A commercial use license may be granted or withheld for any reason in the City of Rochester's sole discretion.

Online conduct guidelines

Most of us go online to learn, explore and have fun. The City of Rochester has adopted this Policy to promote the City of Rochester and maintain a positive online atmosphere. Accordingly, any website that uses Content shall not engage in any of the following:

Engage in any fraudulent activity or otherwise provide false or misleading information or communications.

Impersonate any person or entity or otherwise mislead as to the origin of any information or communication, including the City of Rochester or any employee, volunteer or elected official of the City of Rochester.

Engage in any activity that violates any federal, state or local laws or regulations, or otherwise engage in any illegal activity.

Violate or otherwise infringe on the copyright, trademark or other intellectual property rights of the City of Rochester or any other party.

Violate or otherwise infringe on the privacy rights or contractual rights of any other party or the City of Rochester.

Use Content to interfere with the City of Rochester or any third party, including but not limited to operating a phishing scam, spreading a virus, cancel bot, Trojan horse, harmful code, denial-of service attacks, packet or IP spoofing, forged routing, forged e-mail address information, or any other method or technology that is similar to any of the foregoing items.

Mirror or frame the City of Rochester website or social media platform, or any portion of such website or social media platform.

Use the City of Rochester website or social media platform to distribute unsolicited e-mails or

unsolicited advertisements.

Post or otherwise transmit: (a) any content that is libelous, defamatory, obscene, indecent, pornographic, profane, vulgar, threatening, or offensive; (b) any content that promotes any illegal activity or substance; or (c) any other content that would violate the law or otherwise give rise to a civil claim.

Assist, encourage or otherwise facilitate the efforts of any third parties to engage in any of the foregoing list of prohibited activities.

Limitation on damages

THE CITY OF ROC HESTER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF USE, DATA, BUSINESS, PROFITS OR GOODWILL, REGARDLESS OF WHETHER THE CLAIM FOR LIABILITY IS BASED ON A CONTRACT, TORT OR ANY OTHER LEGAL THEORY. THIS LIMITATION SHALL APPLY EVEN IF THE CITY OF ROC HESTER HAS BEEN WARNED OF SUCH DAMAGES. THIS LIMITATION SHALL ALSO APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

IF YOU HAVE A CLAIM AGAINST THE CITY OF ROC HESTER THAT ARISES OUT OF THIS AGREEMENT OR IS OTHERWISE RELATED TO THE WEBSITE, THEN IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE CITY OF ROC HESTER TO YOU BE MORE THAN THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID THE CITY OF ROC HESTER FOR SERVICES RELATED TO THE WEBSITE OVER THE PRECEDING TWELVE (12) MONTHS; OR (B) \$100.

Indemnification

The licensee hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, or be required to pay by reason or in consequence of the Licensee's breach of this agreement, or intentionally wrongful or negligent act or omission of the Licensee, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Licensee may be responsible hereunder in whole or in part, then the Licensee shall be notified and shall handle or participate in the handling of the defense of such matter.

Governing Law and JurisdictionGOVERNING LAW AND JURISDICTION

This Agreement, and The City of Rochester's operation of the Website, shall be governed and interpreted in accordance with the laws of the United States and the State of New York. Any disputes arising out of this Policy shall be adjudicated in a court located in Monroe County, New York.

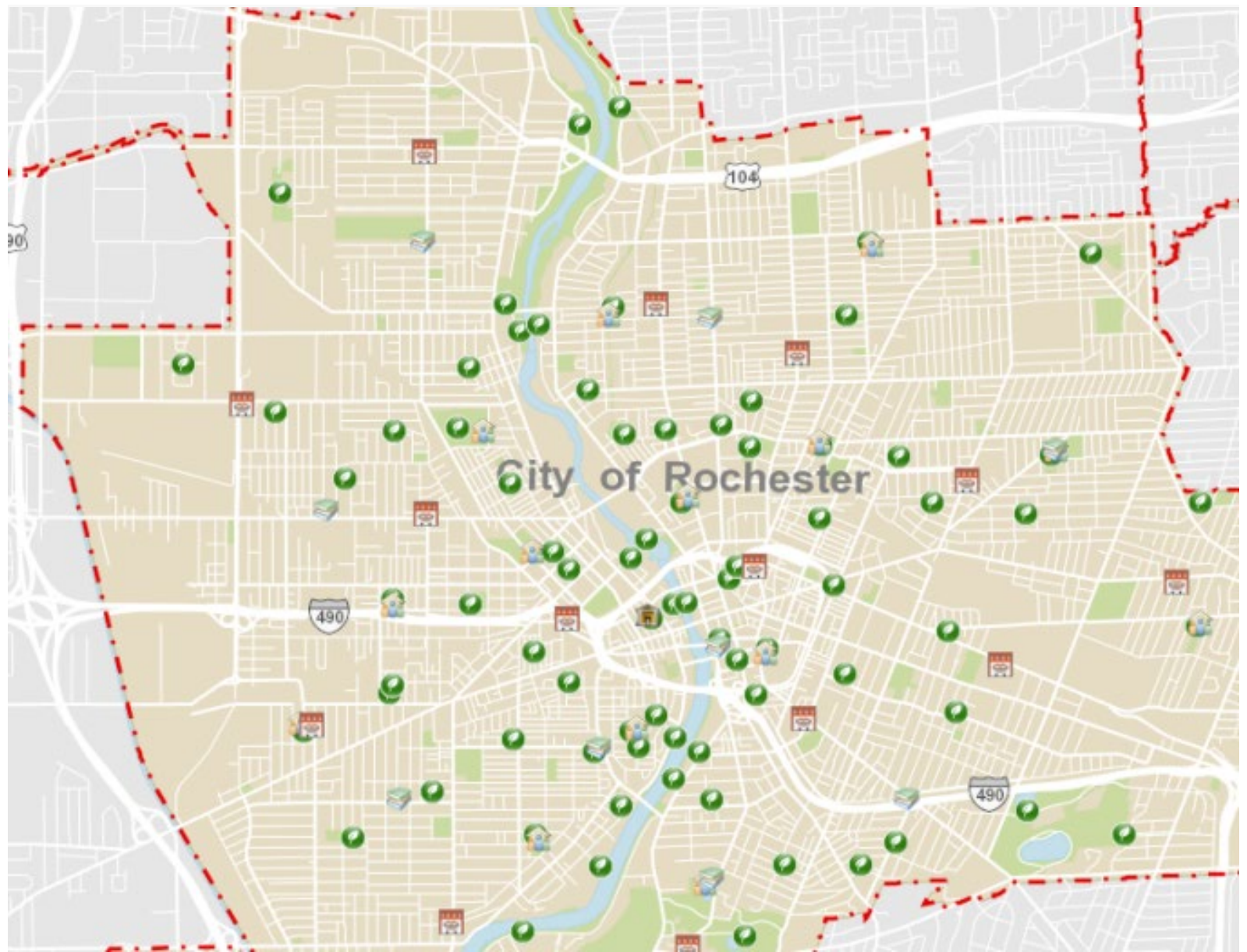
Other legal terms

The failure of any party to insist (in any one or more instances) upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of any right granted in this Agreement or of the future performance of such provision. In interpreting any provision of this Agreement, no presumption shall arise favoring or disfavoring any party by virtue of the authorship of the provision. If an arbitrator or court determines that any provision of this Agreement is

unenforceable: (a) such unenforceability shall not affect any other provision of this Agreement; (b) the remaining provisions of this Agreement shall remain in full force and effect; and (c) the arbitrator or court may so modify the unenforceable provision to the extent necessary to make it enforceable. This Agreement does not create any third party beneficiary rights, except that to extent any provision provides a release, limitation, indemnification or other protection to the City of Rochester, such provision shall be deemed to also provide a release, limitation, indemnification or other protection to any officer, employee, agent, member, manager or subsidiary of the City of Rochester.

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The legislative process

Legislation is received from the Mayor OR Legislation is received from Councilmembers.



What are my payment options?

When making payments to the City, customers have the following options: City website Use the City's...




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If a permitted Special Event takes place on City streets, the event may be subjected to fees for...



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AGENDA REPORT

Meeting Date: November 12, 2025

Item Number: E-9

To: Honorable Mayor & City Council

From: Joe Evans, Policy and Management

Subject: APPROVAL OF THE RECOMMENDATION OF THE BEVERLY HILLS CITY COUNCIL LIAISON BRANDING AND LICENSING COMMITTEE REGARDING THE USE OF THE BEVERLY HILLS SHIELD BY EREWHON; AND

AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY, FOR THE USE OF THE BEVERLY HILLS SHIELD BY EREWHON

Attachments:

1. City Council Liaison Branding and Licensing Committee Report from October 31, 2025
2. Proposed Erewhon Memorandum of Understanding (MOU)

RECOMMENDATION

The Beverly Hills City Council Liaison Branding and Licensing Committee, Mayor Nazarian and Councilmember Wells, recommends that the City Council approve the use of the Beverly Hills Shield by Erewhon and authorize an agreement for a smoothie and tote bag collaboration.

INTRODUCTION

This item seeks City Council approval of the recommendation from the Beverly Hills City Council Liaison Branding and Licensing Committee to approve the use of the Beverly Hills Shield by Erewhon for a smoothie and tote bag collaboration and authorize the City Manager to enter into an agreement, subject to approval by the City Attorney. Under the terms of the agreement, the contract will have a twelve-month term commencing on January 15, 2026. The City will receive royalty payments of \$10 per tote bag and \$2 per smoothie sold during the contract period.

DISCUSSION

Staff receives inquiries from individuals and businesses looking to use the Beverly Hills Shield or its likeness on products and merchandise. As requests are received, they are reviewed by the Beverly Hills City Council Liaison Branding and Licensing Committee (Committee). The Committee met on October 31, 2025, to discuss the use of the Beverly Hills Shield by Erewhon and provided direction. The request was referred to the Committee by the City's branding and licensing consultant CMG Worldwide (CMG) in collaboration with Mayor Nazarian's Innovation Circle. The City has contracted with CMG since 2013.

Erewhon is a Los Angeles based grocery retailer specializing in organic and wellness products. Founded in 1966, it has expanded to 11 stores across the Los Angeles area, including a location on Beverly Drive in Beverly Hills. The company is recognized as a Certified Organic Retailer and a Certified B Corporation, and many of its stores feature cafés and wellness bars. In addition to grocery sales, Erewhon operates as a lifestyle brand, offering limited edition products in collaboration with public figures and maintaining a membership program. Its stated priorities include support for local farms, sustainability practices, and community health.

At the October 31, 2025, meeting, the CMG International representative provided projected sales figures for the proposed Erewhon collaboration. The estimated sales volume is approximately 2,000 smoothies per month, totaling 24,000 annually, which is anticipated to generate approximately \$48,000 in gross royalty revenue for the City from smoothie sales alone. In addition, roughly 1,000 tote bags are projected to be sold, with a \$10 royalty per tote providing an additional source of revenue.

The Committee requested that the City retain review and approval authority over all talent and influencers associated with the campaign to ensure alignment with the City's brand and image. Language will be incorporated into the agreement granting the City final approval rights and establishing parameters for influencer participation. While Erewhon does not intend to compensate influencers for product promotion, the agreement will specify that any paid influencer activity would require the City's prior written approval. No paid advertising is currently contemplated as part of this collaboration.

The tote bag design will be updated to replace the traditional "Los Angeles" marking with "Beverly Hills." Additionally, at the request of Councilmember Wells, Erewhon explored the use of a sustainable, reusable cup for the smoothie. CMG confirmed that Erewhon's current smoothie cups are made from 100 percent reclaimed plastic and meet established sustainability standards.

The original launch date of November 2025 has been revised to January 15, 2026, to allow additional time for coordination between the City and Erewhon in the development of the smoothie flavor and tote bag design. This revised timeline ensures that both products are thoughtfully developed and fully aligned with the City's branding and quality standards. The attached Memorandum of Understanding (MOU) outlines the proposed terms of the agreement. A formal contract incorporating these terms will be subject to review and approval by the City Attorney's Office. Staff will continue to work with CMG International and Erewhon to finalize the agreement language, branding materials, and promotional strategies in preparation for the January 2026 launch.

The table below summarizes the key details of the proposed collaboration between the City of Beverly Hills and Erewhon.

Collaboration	Beverly Hills x Erewhon
Property	City Shield
Products	<ul style="list-style-type: none"> • Smoothies • Totes
Location	<ul style="list-style-type: none"> • Smoothies – Only available at the Smoothie Bar in the Beverly Hills Erewhon store. • Totes – Sold online; if offered in-store, they will be placed near the checkout area.
Term	12 Months from execution
Projected Launch Date	January 15, 2026
Marketing and Advertising	Erewhon does not engage in active marketing for products but may utilize influencers to promote following launch
Territory	Erewhon Beverly Hills and Online
Price	<ul style="list-style-type: none"> • Smoothie: \$22 - \$23 Royalty: \$2 per smoothie • Tote: \$60 - \$130 Royalty: \$10 per bag

FISCAL IMPACT

The projected fiscal impact of the Beverly Hills collaboration with Erewhon is anticipated to generate royalty revenue of \$2.00 per smoothie and \$10.00 per tote bag. Based on estimated annual sales of 24,000 smoothies, the City is expected to receive approximately \$48,000 in gross royalty revenue from smoothie sales. Furthermore, the sale of 1,000 tote bags is projected to generate an additional \$10,000 in revenue, resulting in a total projected fiscal impact of \$58,000 over the twelve-month term of the agreement.

Keith Sterling,
Deputy City Manager

Approved By

Attachment 1



CITY OF BEVERLY HILLS
POLICY AND MANAGEMENT
MEMORANDUM

TO: City Council Liaison/ Branding and Licensing Committee
FROM: Joe Evans, Policy and Management
DATE: October 31, 2025
SUBJECT: Request to Approve Use of City Shield for Beverly Hills × Erewhon Collaboration
ATTACHMENTS: 1. Proposed Beverly Hills × Erewhon Collaboration

INTRODUCTION

The City periodically receives inquiries about the use of the trademarked Beverly Hills City Shield. This report provides the City Council Liaison/Branding and Licensing Committee of Mayor Sharona Nazarian, PsyD and Councilmember Mary Wells (Liaisons) with an overview of the proposal to use the City Shield in a collaboration with Erewhon for a City-approved tote bag and co-created smoothie.

DISCUSSION

Staff receives inquiries from individuals and businesses looking to use the trademarked Beverly Hills Shield on products and merchandise. As requests are received, they are referred to the City's branding and licensing consultant CMG Worldwide (CMG). The City has contracted with CMG Worldwide since 2013.

Erewhon is a Los Angeles based grocery retailer specializing in organic and wellness oriented products. Founded in 1966, it has expanded to 11 stores across the Los Angeles area, including a location on Beverly Drive in Beverly Hills. The company is recognized as a Certified Organic Retailer and a Certified B Corporation, and many of its stores feature cafés and wellness bars. In addition to grocery sales, Erewhon operates as a lifestyle brand, offering limited edition products in collaboration with public figures and maintaining a membership program. Its stated priorities include support for local farms, sustainability practices, and community health.

Erewhon is seeking approval for the Erewhon x Beverly Hills collaboration, a concept that originated from Mayor Sharona Nazarian's Innovation Circle, an exclusive advisory cabinet created for the next generation of thinkers, creators, and changemakers. The collaboration will feature two products: a City-approved tote bag and a co-created smoothie. The tote bags, priced between \$60 and \$130 with a \$10 royalty per bag, will primarily be sold online. If sold in-store, totes will be placed at the checkout area. The City Shield will be used without modifications, and the tote design will be subject to City approval.

The smoothie will be jointly developed with City input on flavors and aesthetics. A City representative may participate in creating flavors and colors. The smoothie will be prepared fresh at the Beverly Hills Erewhon Smoothie Bar and retail at \$22 to \$23 with a \$2 royalty per smoothie.

Erewhon does not engage in active marketing for the products but may utilize influencers to post after the launch, consistent with previous collaborations. The collaboration is planned to run for 12 months from execution, with a launch scheduled for mid-November. Smoothies will be available exclusively at the Beverly Hills Erewhon Smoothie Bar, while tote bags will be primarily sold online.

The table below outlines key details of the proposed use of the City Shield.

Collaboration	Beverly Hills x Erewhon
Property	City Shield
Products	<ul style="list-style-type: none"> • Smoothies • Totes
Location	<ul style="list-style-type: none"> • Smoothies – Available at the Smoothie Bar in the Beverly Hills Erewhon store. • Totes – Sold online; if offered in-store, they will be placed near the checkout area.
Term	12 Months from execution
Marketing and Advertising	Erewhon does not engage in active marketing for products but may utilize influencers to promote following launch
Territory	Erewhon Beverly Hills and Online
Price	<ul style="list-style-type: none"> • Smoothie: \$22 - \$23 Royalty: \$2 per smoothie • Tote: \$60 - \$130 Royalty: \$10 per bag

FISCAL IMPACT

If the proposed terms are accepted, the fiscal impact of the approval of the use of the Beverly Hills Shield by Erewhon will result in royalty revenue to the City in the amount of \$2.00 per smoothie and \$10.00 per tote.

RECOMMENDATION

Staff requests that the City Council Branding and Licensing Committee review and provide feedback on the proposed use of the Beverly Hills Shield for the Erewhon x Beverly Hills collaboration.

If approved by the Liaisons, staff will present the proposal to the full City Council for consideration at the next City Council meeting.

Attachment 1



FW 25 COLLABORATION

SMOOTHIE AND TOTE BAG PRODUCT LINE

EREWHON

Beverly Hills



Smoothie

(001)

PROPERTY	Beverly Hills Shield Trademark
TERM	Launch: Mid November, 2025 Term: 12 months from execution
PRICE	Retail: \$22 - \$23 Royalty: \$2 per smoothie
LOCATION	On-site: → Beverly Hills Erewhon → Smoothies will be sold at the Tonic Bar
PARTNERSHIP	→ Joint collaboration → The City may designate a rep to help develop customized flavors and colors
MARKETING	Potential influencer posts, consistent with past practice

Smoothie Ideas



"The Beverly Hills Hotel"
Strawberry Milk Matcha Smoothie



"Rodeo Drive"
Stracciatella Smoothie



"Coco Couture"
Toasted Coconut Cocoa Smoothie



"The Crest"
Mango Charcoal Sesame Smoothie



Tote Bag

(002)

PROPERTY	Beverly Hills Shield Trademark
TERM	Launch: Mid November, 2025 Term: 12 months from execution
PRICE	Retail: \$60 - \$130 Royalty: \$10 per bag
LOCATION	On-site: → Beverly Hills Erewon → Totes will be placed near the Checkout Online: → Totes will be mainly sold online
PARTNERSHIP	→ The City retains approval rights in a simple and sleek process.
MARKETING	Potential influencer posts, consistent with past practice.

Attachment 2

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made as of November 3, 2025, by and between the City of Beverly Hills, care of CMG Worldwide, Inc. ("Licensor"), and Erewhon ("Licensee"). This MOU is intended solely to outline the key terms of a potential business relationship and shall be superseded by a definitive License Agreement. This MOU is non-binding and does not create any legal obligations, except as may be expressly agreed in writing by the parties. The parties intend to negotiate in good faith and execute a definitive License Agreement embodying the terms set forth herein.

1. **Property.** Beverly Hills shield design mark, together with related trademarks for the mark.



TM

2. **Products.**
 - a. Tote Bag;
 - b. Smoothie (co-created).
3. **Term.** The license will commence on the first commercial sale of any Licensed Product (the "Launch Date"), which shall occur no later than January 15, 2026, and continue for twelve (12) months thereafter.
4. **Territory / Locations.** Sales limited to: (a) the Erewhon Beverly Hills retail store; and (b) online sales fulfilled by Licensee to U.S. customers.
5. **Royalties / Fees.**
 - a. No advance.
 - b. Per-unit royalties: \$10 per Tote Bag; \$2 per Smoothie. (Estimated retail: Totes \$60–\$130; Smoothie \$22–\$25.)
6. **Reporting / Payments.** Quarterly sales reports and royalty payments due within 30 days after quarter-end.
7. **Approvals.** The City shall have final approval over (i) Tote Bag design and materials and (ii) Smoothie flavor and ingredients. Licensee will submit all designs/formulations, and there will be a session where the City and its selected representatives may mix and taste perspective formulations.
8. **Marketing / Influencers.** No paid advertising is contemplated. If Licensee proposes any paid influencer activity, it shall require Licensor's prior written approval (name, content, usage, timing).
9. **Sustainability (Packaging Note).** Smoothie cups to be the same format used by Erewhon and described by Licensee as sustainable (i.e. reclaimed plastic).
10. **Samples.** Tote Bags: 12; Smoothies: 20
11. **Use of Marks.** No use of the Property prior to (i) execution of the definitive License Agreement and (ii) written design approval by the City. No modification of the Shield.
12. **Exclusivity.** None implied unless expressly stated in the definitive agreement.
13. **Conditions.** Any launch is subject to Branding & Licensing Liaison review and City Council approval, and to the parties' execution of a definitive License Agreement.



Administrative Report

N.2., File # 26-0115

Meeting Date: 2/10/2026

To: MAYOR AND CITY COUNCIL
From: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE RESULTS OF THE PUBLIC OPINION SURVEY RELATED TO THE CITY'S COMMERCIAL RETAIL CANNABIS REGULATORY PROGRAM

EXECUTIVE SUMMARY

On December 2, 2025, the City Council authorized the release of the public opinion survey on the City's Commercial Retail Cannabis (CRC) Regulatory Program and the potential solicitation of Commercial Retail Cannabis Permit Applications. This report summarizes the results of that survey. A representative from FM3 (the firm hired to conduct the survey) is scheduled to attend the February 10, 2026 City Council meeting to present the results.

BACKGROUND

On August 12, 2025, the City Council reviewed survey options and directed staff to prepare an agreement with Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) to conduct a public opinion survey of 500 registered voters for a total cost of \$34,750, which was then approved on August 19, 2025. On December 2, 2025, the City Council authorized FM3, in collaboration with staff and incorporating Council direction and input, to release the survey to assess public interest in the potential solicitation of CRC Permit Applications in the City of Redondo Beach.

The survey was conducted over a two week period from December 6 to December 15, 2025. A total of 504 registered voters participated, with 49% completing the survey by phone and 51% online. Four percent of respondents chose to take the survey in Spanish. When initially asked whether the City of Redondo Beach should allow storefront retail cannabis stores, 52% of participants opposed, 36% supported, and 12% were unsure or declined to answer. Approximately 22% of respondents indicated they were aware that the sale of cannabis products is currently not legal in Redondo Beach, and relatively few believed that legally permitted cannabis stores are operating in the City.

After respondents were provided a description of the regulations that would apply if retail cannabis storefronts were allowed, a slim plurality continued to oppose allowing retail cannabis stores under the proposed framework. When results were reviewed by Council District and ZIP Code, a slim plurality of respondents in Districts 4 and 5 supported allowing regulated retail cannabis stores, while pluralities in Districts 1 and 3, as well as respondents in ZIP Code 90277, opposed. Respondents were also asked to consider several regulations included in the City's Commercial Retail Cannabis Regulatory Program. Requirements such as: maintaining a minimum distance from schools; limiting locations to commercial zones; ensuring independent product safety testing; and providing strong on

site security were among the most important to participants. After reviewing these regulations, respondents were again asked whether they supported allowing retail cannabis stores in the City, and overall opinions remained largely unchanged.

Respondents were then presented with one set of supporting statements and a separate set of opposing statements, with the order of the two sets randomized. Among the supportive statements, those supporting patients with serious illnesses, the role of independent product testing, and the fact that cannabis is already legal in the state resonated most with respondents. Among the opposing statements, those noting that neighboring cities have enacted bans, that voters previously rejected a related ballot measure, and that cannabis sales may not generate sufficient revenue had the greatest impact. Although these messages influenced some respondents, a majority continued to oppose allowing retail cannabis stores.

The survey results produced the following key findings:

- Most voters are unsure whether cannabis sales are currently legal in the City, and relatively few believe that legally permitted cannabis stores operate in Redondo Beach.
- Without additional information, a slim majority of respondents do not support allowing retail cannabis stores in the City, while slightly more than one third support doing so.
- A plurality opposes allowing retail cannabis stores under the City's existing regulatory framework, with little change in opinion after learning about the regulations.
- Among the regulations that would govern retail cannabis sales, the most important to voters are requirements related to store location, independent product safety testing, and on site security and safety standards.
- After hearing both supportive and opposing statements, 55% of respondents oppose allowing retail cannabis stores, 38% support allowing them, and 7% remain unsure. Opposition is also more strongly held, with 46% strongly opposing compared to 26% strongly supporting.
- Although messages from both supporters and opponents influenced some respondents, overall opinions remained consistent regardless of which set of statements was presented first.

Staff recommends the City Council receive and file the results of the public opinion survey conducted regarding the City's CRC Regulatory Program and provide direction to staff on next steps (if any) related to the potential solicitation of CRC Permit Applications in the City of Redondo Beach.

COORDINATION

The report was prepared by the City Manager's Office.

FISCAL IMPACT

Preparation of this report has no additional fiscal impact. The cost of the survey was \$34,750.

APPROVED BY:

Mike Witzansky, City Manager



Administrative Report

T.1., File # 26-0181

Meeting Date: 2/10/2026

TITLE

ADJOURN IN MEMORY OF DAVID POSTER, 99 YEAR OLD REDONDO BEACH RESIDENT