CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, October 14, 2025

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

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

4:30 P.M.- CLOSED SESSION- 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://www.zoomgov.com/webinar/register/WN_aLp1c7WzTSKOsVAQ82Ys1g
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
Brian Campbell, BC Urban

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

NEGOTIATING PARTIES:
Tony Trutanich Jr., Tony's on the Pier, Inc.

UNDER NEGOTIATION:
Lease Status, Price, and Terms

F.2. 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.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:
City of Redondo Beach, et al. v. California State Water Resources Control Board
Case Number: 20STCP03193

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

Name of case:
In re 9300 Wilshire LLC
Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER

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

Name of case:
9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive
Case Number: 23STCP02189

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

Name of case:
In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC)
Bankruptcy C.D. Cal. Case Number: 2:23-ap-01163-ER

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

Name of case:
Yes in My Back Yard, a California nonprofit corporation; SONJA TRAUSS, an individual v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, and DOES 1 through 25 inclusive
Case Number: 23TRCP00325

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

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

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

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

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

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

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

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

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 OCTOBER 14, 2025

CONTACT: ELEANOR MANZANO, CITY CLERK

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

CONTACT: ELEANOR MANZANO, CITY CLERK

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

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. APPROVE THE FIFTH AMENDMENT TO THE AGREEMENT WITH MARK43, INC. TO ADD TERMS AND CONDITIONS RELATED TO SUBSCRIBER DATA PROTECTION, CYBERSECURITY, AND CONFIDENTIAL INFORMATION AND TO INCLUDE THE MARK 43, INC. ON-SCENE SOFTWARE MODULE FOR THE FIRE DEPARTMENT AND INTEGRATE THE KARPEL COMPUTERS SYSTEMS INC. SOFTWARE FOR THE CITY PROSECUTOR'S OFFICE, FOR AN ADDITIONAL

AMOUNT OF $9,800, AND THE EXISTING TERM THROUGH JUNE 30, 2026

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.5. APPROVE AN AGREEMENT WITH SECTRAN SECURITY, INC. FOR ARMORED VEHICLE PICKUP SERVICE AT CITY HALL, THE COMMUNITY SERVICES DEPARTMENT OFFICE BUILDING, ALTA VISTA COMMUNITY CENTER, AND SEASIDE LAGOON FOR A COST OF $60,000 FOR THE PERIOD OCTOBER 17, 2025 TO OCTOBER 31, 2028

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

H.6. ADOPT BY TITLE ONLY ORDINANCE 3298-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 1 SECTIONS 2-9.100, 2-9.101, 2-9.102, 2-9.103, 2-9.106, 2-9.107, AND SECTION 2-9.109 AND ADDING SECTIONS 2-9.110 AND 2-9.111 AND DELETING IN ITS ENTIRETY SECTION 2-9.108 PERTAINING TO THE UNIFORM REGULATIONS OF COMMISSIONS. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3299-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING REDONDO BEACH MUNICIPAL CODE TITLE 2, CHAPTER 9, ARTICLE 4, SECTIONS 2-9.401, 2-9.402, AND 2-9.403 PERTAINING TO THE PUBLIC WORKS, SAFETY, AND SUSTAINABILITY COMMISSION. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3300-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 7, SECTION 2-9.702 AND AMENDING SECTIONS 2-9.704, AND 2-9.709, AND RENUMBERING TO 2-9.703 AND 2-9.704, RESPECTIVELY, AND DELETING SECTIONS 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709, 2-9.712 AND 2-9.714; AND RENUMBERING SECTIONS 2-9.710 TO 2-9.705; AND 2-9.711 TO 2-9.706 PERTAINING TO THE HARBOR COMMISSION. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3301-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING REDONDO BEACH MUNICIPAL CODE TITLE 2, CHAPTER 9, ARTICLE 10, SECTIONS 2-9.1002 AND 2-9.1003 PERTAINING TO THE PLANNING COMMISSION. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3302-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 13, SECTIONS 2-9.1301 AND 2-9.1302 PERTAINING TO THE BUDGET AND FINANCE COMMISSION. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3303-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 14, SECTIONS 2-9.1402 AND 2-9.1403 PERTAINING TO THE CULTURAL ARTS COMMISSION. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3304-25, AN ORDINANCE OF THE CITY

COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 15, SECTIONS 2-9.1502 AND 2-9.1503 PERTAINING TO THE PUBLIC AMENITIES COMMISSION. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3305-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 4, ARTICLES 1, 3, 4, 5 AND 6, SECTIONS 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 AND 10-4.601 PERTAINING TO HISTORIC RESOURCES PRESERVATION. FOR SECOND READING AND ADOPTION

CONTACT: JAMES A. LIGHT, MAYOR
LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

H.7. APPROVE LEASES AND ADDENDUMS FOR THIRTEEN (13) SINGLE ROOM OCCUPANCY UNITS LOCATED AT 126 WEST D STREET, WILMINGTON, CALIFORNIA 90744 BETWEEN THE CITY OF REDONDO BEACH AND SWAMI INTERNATIONAL TO SERVE AS BRIDGE HOUSING FOR PEOPLE EXPERIENCING HOMELESSNESS FROM THE BEACH CITIES FOR THE AMOUNT NOT TO EXCEED $239,150 FOR THE TERM OF OCTOBER 18, 2025 THROUGH JUNE 30, 2026

CONTACT: JOY A. FORD, CITY ATTORNEY

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

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

K. EX PARTE COMMUNICATIONS

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

L. PUBLIC HEARINGS

L.1. PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING THE TITLE 10 CHAPTER 2 ZONING AND LAND USE SECTION (10-2.1707) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS FOR NON-RESIDENTIAL USES ON PROPERTIES LOCATED ON ARTESIA AND AVIATION BOULEVARDS

PROCEDURES:
1. Open the public hearing, take testimony
2. Close the public hearing
3. Introduce for first reading Ordinance No. 3306-25, amending Title 10, Chapter 2 Zoning and Land Use Section 10-2.1707 of the Redondo Beach Municipal Code

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3306-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING

TITLE 10 CHAPTER 2, ARTICLE 5, SECTION 10-2.1707 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS FOR NON-RESIDENTIAL USES LOCATED ON PROPERTIES WITHIN THE ARTESIA AND AVIATION CORRIDORS AREA PLAN. FOR INTRODUCTION AND FIRST READING

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

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
Brian Campbell, BC Urban

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

NEGOTIATING PARTIES:
Tony Trutanich Jr., Tony's on the Pier, Inc.

UNDER NEGOTIATION:
Lease Status, Price, and Terms

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

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

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

(a Portion of APN: 408-302-4900)
200 N. Pacific Coast Highway, Redondo Beach, CA 90277
(a portion of APN: 750-500-9902)

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

UNDER NEGOTIATION:
Both Price and Terms

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

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

Name of case:
In re 9300 Wilshire LLC
Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER

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

Name of case:
9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive
Case Number: 23STCP02189

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

Name of case:
In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC)
Bankruptcy C.D. Cal. Case Number: 2:23-ap-01163-ER

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

Name of case:
Yes in My Back Yard, a California nonprofit corporation; SONJA TRAUSS, an individual

v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, and DOES 1 through 25 inclusive
Case Number: 23TRCP00325

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

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

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

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

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

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

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

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

S. RECONVENE TO OPEN SESSION

T. ADJOURNMENT

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, October 21, 2025, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

Administrative Report

F.1., **File #** 25-1367 **Meeting Date:** 10/14/2025

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
Brian Campbell, BC Urban

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

NEGOTIATING PARTIES:
Tony Trutanich Jr., Tony's on the Pier, Inc.

UNDER NEGOTIATION:
Lease Status, Price, and Terms

Administrative Report

F.2., **File #** 25-1436 **Meeting Date:** 10/14/2025

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.3., **File #** 25-1442 **Meeting Date:** 10/14/2025

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

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

Administrative Report

F.4., **File #** 25-1443 **Meeting Date:** 10/14/2025

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

Name of case:
In re 9300 Wilshire LLC
Bankruptcy C.D. Cal. Case Number: 2:23-bk-10918-ER

Administrative Report

F.5., **File #** 25-1445 **Meeting Date:** 10/14/2025

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

Name of case:
9300 Wilshire, LLC v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development; and DOES 1 through 100, inclusive
Case Number: 23STCP02189

Administrative Report

F.6., **File #** 25-1446 **Meeting Date:** 10/14/2025

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

Name of case:
In re 9300 Wilshire, LLC (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC)
Bankruptcy C.D. Cal. Case Number: 2:23-ap-01163-ER

Administrative Report

F.7., **File #** 25-1447 **Meeting Date:** 10/14/2025

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

Name of case:
Yes in My Back Yard, a California nonprofit corporation; SONJA TRAUSS, an individual v. City of Redondo Beach; City Council of the City of Redondo Beach; City of Redondo Beach Department of Community Development, and DOES 1 through 25 inclusive
Case Number: 23TRCP00325

Administrative Report

F.8., **File #** 25-1448 **Meeting Date:** 10/14/2025

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

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

Administrative Report

F.9., **File #** 25-1449 **Meeting Date:** 10/14/2025

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

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

Administrative Report

F.10., **File #** 25-1450 **Meeting Date:** 10/14/2025

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

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

Administrative Report

F.11., **File #** 25-1451 **Meeting Date:** 10/14/2025

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

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

Administrative Report

G.1., **File #** 25-1408 **Meeting Date:** 10/14/2025

TITLE

For Blue Folder Documents Approved at the City Council Meeting

Administrative Report

H.1., **File #** 25-1409 **Meeting Date:** 10/14/2025

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

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF OCTOBER 14, 2025

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council	
Posting Type	Adjourned & Regular Agenda	
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers	
Meeting Date & Time	October 14, 2025	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: October 10, 2025

Administrative Report

H.2., **File #** 25-1410 **Meeting Date:** 10/14/2025

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 #** 25-1411 **Meeting Date:** 10/14/2025

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES: NONE

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk

Administrative Report

H.4., **File #** 25-0894 **Meeting Date:** 10/14/2025

To: **MAYOR AND CITY COUNCIL**
From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

APPROVE THE FIFTH AMENDMENT TO THE AGREEMENT WITH MARK43, INC. TO ADD TERMS AND CONDITIONS RELATED TO SUBSCRIBER DATA PROTECTION, CYBERSECURITY, AND CONFIDENTIAL INFORMATION AND TO INCLUDE THE MARK 43, INC. ON-SCENE SOFTWARE MODULE FOR THE FIRE DEPARTMENT AND INTEGRATE THE KARPEL COMPUTERS SYSTEMS INC. SOFTWARE FOR THE CITY PROSECUTOR'S OFFICE, FOR AN ADDITIONAL AMOUNT OF $9,800, AND THE EXISTING TERM THROUGH JUNE 30, 2026

EXECUTIVE SUMMARY

In 2017, the City of Redondo Beach entered into an agreement with Mark43, Inc. (Mark43) to provide a Computer Aided Dispatch (CAD) and a Police Records Management System (RMS) platform. Since that time, the City has executed several amendments to incorporate various Application Programming Interfaces (APIs) and integrate the Mark43 CAD/RMS with existing City software systems to improve workflows, data transmission, and overall functionality. The proposed fifth amendment includes the purchase of two additional APIs, the On-Scene module for the Fire Department, and the Karpel Computer Systems Inc., E-Courts system for the City Attorney's Office, and provides clarification to the terms and conditions pertaining to the protection of City data, cybersecurity, and confidential information stored in the Mark43 platform.

BACKGROUND

On December 19, 2017, the City Council approved an agreement with Mark43 to provide the City with a modernized RMS system to replace Hi-Tech RMS, which had become outdated. Four amendments to the agreement have been approved since that time to add CAD services, a RMS application for the Fire Department, reset the payment schedule based on a revised activation date, and to integrate with the City's Laserfiche system and Datalake statistical analysis software. Most recently, the Council approved an amendment to reflect the Fire Department's use of FirstDue for its RMS, as well as to add the Datalake statistical function for fire services. The proposed fifth amendment would accommodate two additional software interfaces: On-Scene for the Fire Department; and Karpel for the City Prosecutor's Office.

Mark43's On-Scene application would be installed on Fire Department iPads to allow a direct connection with the Dispatch Center's CAD system, providing enhanced functionality for Fire Department operations, including Global Positioning System (GPS) tracking for each vehicle logged into the system to enhance deployment of Department resources. The On-Scene application also offers a range of features specifically designed to support field operations by providing enhanced situational awareness and streamlined documentation, which would allow Fire personnel to perform their duties more efficiently.

The integration would allow Fire department personnel to remove the iPad from the vehicle mount

and carry it directly to the incident scene, enabling them to complete critical tasks, such as incident documentation, patient care reporting, or navigation, while remaining fully integrated with the CAD system.

The City Attorney's Office utilizes the PROSECUTOR by Karpel (PBK) case management system, which can be integrated with the Mark43 system. The proposed amendment would directly integrate the PBK portal to Mark43 using an API to access case information and streamline the workflow for tracking evidence and managing cases. The purchase of this API was requested by and for the City Prosecutor's Office.

Lastly, as part of the proposed amendment, the City Attorney's Office has incorporated language related to subscriber data protection, cybersecurity, and confidential information. The language clarifies that Mark43 is not permitted to use City data for marketing, advertising, or promotion purposes and further defines confidential Criminal Justice Information (CJI). The proposed language would expand Mark43's obligation to protect CJI, whether in electronic or hard copy formats, in accordance with the current version of the FBI's Criminal Justice Information Services (CJIS) Security Policy.

COORDINATION

The Police Department coordinated the software selection with the Fire Department and City Attorney's Office. The Information Technology Department confirmed compatibility of the new applications with the City's existing systems.

The City Attorney's Office prepared the proposed amendment. The Information Technology Department assisted in confirming the cybersecurity and confidential information terms in the agreement to ensure they are in compliance with applicable standards.

FISCAL IMPACT

The cost of the On-Scene application for the Fire Department is $4,800, and the cost of the Karpel application for the City Attorney's Office is $5,000, for a total amendment expenditure of $9,800 through the existing term of the agreement, which is set to expire on June 30, 2026. Funding for the amendment is available in the annual operating budgets for the Fire Department and the City Attorney's Office.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Fifth Amendment to the Agreement with Mark 43, Inc.
- Insurance - Mark 43, Inc.
- Agmt - Fourth Amendment Mark 43, Inc., March 5, 2024
- Agmt - Third Amendment Mark 43, Inc., September 6, 2022
- Agmt - Second Amendment Mark 43, Inc., July 6, 2021
- Agmt - First Amendment Mark 43, Inc., July 2, 2019
- Agmt - Original Agreement Mark 43, Inc., December 19, 2017

AMENDMENT NO. 5 TO

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Amendment No. 5 to the Software License and Services Agreement (this "Amendment"), is dated as of October 14, 2025, and is by and between Mark43, Inc., a Delaware corporation with offices at 8 West 40th Street, 2nd Floor, New York, NY 10018 ("Mark43") and the City of Redondo Beach, a chartered municipal corporation, having a place of business at 410 Diamond Street, Redondo Beach, CA 90277 ("Subscriber", and together with Mark43, the "Parties," and each, a "Party").

A. WHEREAS, the Parties have entered into that certain Software License and Services Agreement, dated as of December 19, 2017 and as amended by that certain Amendment No. 1 dated as of July 2, 2019, Amendment No. 2 dated as of July 13, 2021, Amendment No. 3 dated as of September 6, 2022, and Amendment No. 4 dated as of March 5, 2024 (collectively, the "Existing Agreement"); and

B. WHEREAS, the Parties ratify and confirm that the intent of Section 2.8 of the Existing Agreement has always been, and remains, that Mark43 shall never use Subscriber Data for **marketing, advertising, or promotional purposes, without Subscriber written consent, as specified in Section 2.8 in the SLSA;**

C. WHEREAS, the Parties desire to add certain cybersecurity provisions to Section 10 of the Existing Agreement*;*

D. WHEREAS, the Parties acknowledge that Section 10.2.A of the Existing Agreement erroneously referenced the Hawthorne Police Department and that such reference was intended to be the Redondo Beach Police Department.

E. WHEREAS, the Parties understand that the Change Order dated March 25, 2025, attached hereto, was not authorized by the Subscriber and is null and void;

F. WHEREAS, the parties desire to add certain disclosures to the definition of Confidential Information set forth in Section 5.1 of the Existing Agreement; and

G. WHEREAS, the Parties hereto desire to amend the Existing Agreement to add and modify certain existing terms, and to update Schedule A thereto, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Amendment Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

    a. The Order Form, Quote Number Q-01886.2, with a retroactive start date to May 30, 2025, attached hereto, is hereby incorporated into the Existing Agreement as an addendum to Schedule A.

b. For the avoidance of doubt, the confidentiality terms in Section 5 of the Existing Agreement apply to information disclosed during the OnScene evaluation period from March 1, 2025 until the effective date of the Order Form.

c. The Order Form, Quote Number Q-01964.1, attached hereto, is hereby incorporated into the Existing Agreement as an addendum to Schedule A.

d. The Change Order dated March 25, 2025, attached hereto, is hereby declared null and void ab initio, and neither Party shall have any rights, obligations, or liabilities thereunder.

e. Section 2.8 of the Existing Agreement is hereby amended and restated in its entirety to read as follows:

"**2.8 Subscriber Data**. As between Mark43 and Subscriber, Subscriber shall retain all right, title, and interest in and to the Subscriber Data, including, without limitation, all Intellectual Property Rights therein. Subscriber shall bear sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to provide the Subscriber Data to Mark43 in accordance with this Agreement. Notwithstanding anything to the contrary contained herein, including without limitation Section 5.2, Subscriber hereby grants to Mark43 an irrevocable, worldwide, royalty-free, non-exclusive, transferable, sublicensable license to use the Subscriber Data solely to: (i) provide the SaaS Services to Subscriber; (ii) analyze the Subscriber Data in anonymized and/or aggregate form to operate, maintain, manage, and improve the SaaS Services; (iii) develop new products and services; (iv) share and/or license such anonymized and/or aggregate data to Affiliates, agents, business partners, and other third parties; and (v) use the Subscriber Data internally to improve the Applications, Software, and related services, and for other uses disclosed in or necessary for performance under this Agreement or any statement of work. For the avoidance of doubt, Mark43 shall not use Subscriber Data for marketing, advertising, or promotional purposes, without Subscriber written consent."

f. Section 5.1 of the Existing Agreement is hereby amended and restated in its entirety to read as follows:

"**5.1 Definition of Confidential Information.** For the purposes of this Agreement, " Confidential Information" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non- public information or material regarding Mark43' s legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non- public information or material regarding Subscriber' s legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third

person who did not receive it, directly or indirectly, from the disclosing party; (v) required to be disclosed by the receiving party pursuant to law, rule, regulation, subpoena, or court order, including but not limited to the California Public Records Act; (vi) disclosed due to a rule, order, referral, or request, including without limitation any rule, order, referral, or request of Subscriber's City Council; or (vii) disclosed as part of the Subscriber's customary contract approval process."

g. Section 10 of the Existing Agreement is hereby amended and restated in its entirety to read as follows:

"10. Security.

10.1 Both Parties agree that all Criminal Justice Information ("CJI") and Confidential Information, whether in electronic or hard copy format, shall be secured and protected at all times to prevent unauthorized access, in compliance with the current version of the FBI's CJIS Security Policy applicable to cloud service providers. Each Party shall promptly notify the other Party of any security breach that compromises Subscriber's systems and/ or data. Both Parties agree to cooperate in any investigation of such a security breach.

A. Criminal Justice Information (" CJI'), whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access and ensure compliance with the most recent version of the FBI' s CJS Security Policy. At a minimum, Mark43 must encrypt and/ or password protect electronic files containing CJI, whether saved to laptop computers, computerized devices or removable storage devices.

B. When CJI, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

C. Mark43 shall promptly notify Subscriber of any unauthorized access or unauthorized disclosure or use by a third party of the CJI collected or obtained by the Contractor under this Agreement (each, a " Mark43 Security Breach"). Mark43 shall provide such notice following discovery and without unreasonable delay. Mark43 agrees to reimburse the Subscriber for reasonable out-of-pocket expenses incurred by Subscriber to (i) investigate the Contractor Security Breach and, where applicable (it) notify individuals who may be impacted by the Contractor Security Breach. For the avoidance of doubt, a Mark43 Security Breach does not include any breach caused by the acts, errors or omissions of Subscriber or its personnel (including, without limitation, weak or compromised passwords, phishing of user passwords, lost or stolen Subscriber or officer -owned hardware, etc.)

D. Mark43 agrees that the requirements of this Paragraph shall be incorporated into all subcontractor agreements entered into by Mark43. It is further agreed that a violation of this Paragraph shall be deemed to cause irreparable harm justifying injunctive relief in court.

10.2 Background Screening

A. Mark43 personnel requiring physical access to any Consortium facility or remote access to any criminal justice information processing systems shall complete a background check conducted by the New York City or livescan system, which will include a local and national fingerprint check (remote personnel may obtain fingerprints at their local law enforcement agency and mail or electronically transmit them to the Project Manager). Personnel not meeting Redondo Beach Police Department standards will be removed from the project. Contractor further agrees that all workers and subcontractors (collectively " Contract Worker(s)") that Contractor furnishes to the City pursuant to this Contract shall be subject to background and security checks and screening (collectively "Background Screening') at Contractors sole cost and expense.

B. TERMS APPLICABLE TO ALL OF CONTRACTOR' S CONTRACTS AND SUBCONTRACTS. Mark43 shall include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Contract including, but not limited to, supervision and oversight services.

C. MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY. The background screening requirements of this section are material to City' s entry into this Contract and any breach by Mark43 shall be a material breach of this Agreement.

D. CONTINUING DUTY: AUDIT. Mark43' s obligations and requirements that Contract Workers satisfy this background screening section shall continue throughout the entire term of this Contract. Mark43 shall notify Subscriber immediately of any change to a background screening of a Contract Worker previously approved by Subscriber. Mark43 shall maintain all records and documents related to all background screenings and Subscriber reserves the right to audit Mark43' s compliance with all background screenings and requirements of this section.

10.3 CJI/ CLETS TRAINING. Subscriber shall be responsible for providing CJI or CLETS- related training to Mark43 personnel and/ or obtaining any certifications for Mark43 personnel who may have access to CJI data of Subscriber. When CJI, regardless of its format, is no longer required for the purposes of this Agreement, such information shall be redacted or destroyed using appropriate and secure methods that render the information inaccessible, unreadable, and unrecoverable, in full compliance with the FBI’s CJIS Security Policy. Destruction of such CJI shall only occur upon mutual written agreement of both Parties. Mark43 shall certify in writing to Subscriber upon any such destruction, including details of the method used.

10.4 Mark43 shall promptly notify Subscriber of any unauthorized access to, disclosure of, or use by a third party of CJI collected or obtained by Mark43 under this Agreement (each, a “Mark43 Security Breach”). Mark43 shall provide such notice promptly upon discovery and without unreasonable delay. Mark43 further agrees to reimburse Subscriber for documented reasonable and direct expenses incurred by Subscriber to (i) investigate the Mark43 Security Breach subject to the liability cap set forth in this Agreement. For the avoidance of doubt, Subscriber shall remain solely responsible for determining and carrying out any required notifications to impacted individuals under applicable law. For the avoidance of doubt, a Mark43 Security Breach does not include

any breach resulting from the acts, errors, or omissions of Subscriber or its personnel (including, without limitation, weak or compromised passwords, phishing attacks on Subscriber personnel, or lost or stolen Subscriber- or officer-owned hardware).

10.5 Mark43 agrees that all obligations set forth in this Section, including but not limited to those concerning CJIS compliance, data protection, breach notification, and data destruction, shall be incorporated into all subcontractor agreements entered into by Mark43. Both Parties acknowledge and agree that any violation of this Section, including by a subcontractor, shall constitute a material breach of this Agreement entitling Subscriber to seek injunctive relief without proving irreparable harm, in addition to any other remedies available at law or in equity, including recovery of attorneys' fees."

3. Date of Effectiveness; Limited Effect. This Amendment is effective (the "Amendment Effective Date") as of the earlier of (i) the date first written above or (ii) the start date of any Order Form attached hereto. Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Amendment Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

    a. It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

    b. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

    c. This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

    a. This Amendment and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Amendment, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

    b. This Amendment shall inure to the benefit of and be binding upon each of the Parties

and each of their respective successors and assigns.

c. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

e. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

f. Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5 as of the date first written above.

CITY OF REDONDO BEACH,
a chartered municipal corporation

By: _____
Name: James A. Light
Title: Mayor

MARK43, INC.,
a Delaware corporation

Signed by:
By: _____
E667DEF747134C5...
Name: Christopher D. Merwin
Title: Chief Financial Officer

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ORDER FORM

Mark43, Inc. 8 West 40th Street, 2nd Floor New York, NY 10018		Quote Number: Offer Valid Through: Sales Contact:	Q-01886.2 October 15, 2025 Chase Clucas chase.clucas@mark43.com

Bill to:

Subscriber Name:	Redondo Beach Fire Department	Start Date:	May 30, 2025
Address:	401 S Broadway St Redondo Beach, CA 90277	End Date:	June 30, 2026
Billing Frequency:	Annual	Billing Contact:	Chief Joe Hoffman Jeremy Sisante Lina Carillo
Payment Terms:	Net 30	Billing Contact Email:	joe.hoffman@redondo.org, Jeremy.Sisante@redondo.org, Lina.Carrillo@redondo.org

Purchase Order. Is a purchase order required by Subscriber to purchase? Yes _____ No ___

SaaS Services. Product descriptions for the Services noted below are set forth at https://mark43.com/Mark43- Product-Catalogue:

Year 5 SaaS and Recurring Services	Qty (if applicable)	Price to Subscriber
MOB 1 CAD: OnScene Mobile Application for CAD	Not to Exceed 10 total sworn	$4,800.00
Subtotal		$4,800.00
Total SaaS Services		$4,800.00

Professional Services	*Qty (if applicable)*	*Price to Subscriber*
N/A: No additional one-time services	N/A	N/A
Total		$0.00

Pricing. Additional increases may be applied at any time during the Term if required quantities increase.

Invoicing and Payment. Subscription Fees are payable upfront annually. Mark43 will issue the first invoice on or after the effective date of this Order Form and each subsequent invoice (if any) on or after the anniversary thereof. Subscriber shall pay all invoices to bank account designated in writing by Mark43 within thirty (30) days of Subscriber's receipt of the invoice.

Payment Schedule	*Due Date*	*Amount Due*
Year 5 Payment(s)	Order Form Start Date (Order Form Start Date – June 30, 2026)	Fees based on prorated Year 5 SaaS and Recurring Services for the period from Order Form Start Date to June 30, 2026*
Total		Prorated year 5 SaaS fees*

*Year 5 SaaS fees will be prorated from the period of time from Order Form Start Date to June 30, 2026. For example, if the Order Form is signed on October 1, the prorated Year 5 SaaS fees will be $3,590.00.

Mark43, Inc.	**Subscriber**
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

ORDER FORM

Mark43, Inc.
8 West 40th Street, 2nd Floor
New York, NY 10018

Quote Number: Q-01964.1
Offer Valid Through: October 15, 2025
Sales Contact: Chase Clucas
chase.clucas@mark43.com

Bill to:

Subscriber Name:	Redondo Beach Police Department		
Address:	PO Box 639 Redondo Beach, CA 90277	Start Date:	The date this Order Form is last signed by both parties
Billing Contact:	Chief Joe Hoffman, Jeremy Sisante, Lina Carrillo	End Date:	June 30, 2026
Billing Contact Email:	joe.hoffman@redondo.org, Jeremy.Sisante@redondo.org, Lina.Carrillo@redondo.org		
Billing Frequency:	Annual		
Payment Terms:	Net 30		

Purchase Order. Is a purchase order required by Subscriber to purchase? Yes _____ No _____

SaaS Services. Product descriptions for the Services noted below are set forth at https://mark43.com/Mark43-Product-Catalogue:

Professional Services	*Qty (if applicable)*	*Price to Subscriber*
Interface Development: Karpel E-Courts	1 interface(s)	$5,000.00
Total		$5,000.00

Pricing. Additional increases may be applied at any time during the Term if required quantities increase.

Invoicing and Payment. Subscription Fees are payable upfront annually. Mark43 will issue the first invoice on or after the effective date of this Order Form and each subsequent invoice (if any) on or after the anniversary thereof. Subscriber shall pay all invoices to bank account designated in writing by Mark43 within thirty (30) days of the Subscriber's receipt of the invoice.

Payment Schedule	*Due Date*	*Amount Due*

Year 1 Payment(s)	Order Form Start Date	*$5,000.00*
Total		$5,000.00

This Order Form is entered into in accordance with and it incorporates the terms of the Software License and Services Agreement and any attached schedules (the "SLSA" or "Agreement"). Except as otherwise provided in this Order Form, previously executed Order Form(s) remain in effect. This Order Form does not incorporate any other terms, whether oral or written, and whether contained in a purchase order or otherwise and, for the avoidance of doubt, prevails over any terms contained therein. By signing below, the parties agree to be bound by the terms of this Order Form. Each party represents and warrants that this Order Form is executed by a duly authorized legal representative of such party. This Order Form may be executed in counterparts (including electronic copies) each of which will be deemed an original, with all counterparts constituting one agreement.

Mark43, Inc.

Name: _____

Title: _____

Signature: _____

Date: _____

Subscriber

Name: _____

Title: _____

Signature: _____

Date: _____

MARKINC-04 AMANDASTAWKOWSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/23/2025

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	CONTACT NAME:	
NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview, NY 11803	PHONE (A/C, No, Ext): (516) 327-2700	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company of America	25666
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Travelers Indemnity Company	25658
INSURER D : The Phoenix Insurance Company	25623
INSURER E :	
INSURER F :	

INSURED

Mark43, Inc.
8 West 40th Street, 2nd Floor
New York, NY 10018

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	X COMMERCIAL GENERAL LIABILITY			H-630-5W332847-TIA-25	9/11/2025	9/11/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA-5W334576-25-I3-G	9/11/2025	9/11/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP-5W344778-25-I3	9/11/2025	9/11/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		UB-5W335106-25-I3-G	3/27/2025	3/27/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Redondo Beach Police/Fire Department
401 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MARKINC-04 AMANDASTAWKOWSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/23/2025

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	CONTACT NAME:	
NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview, NY 11803	PHONE (A/C, No, Ext): (516) 327-2700	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company of America	25666
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Travelers Indemnity Company	25658
INSURER D : The Phoenix Insurance Company	25623
INSURER E :	
INSURER F :	

INSURED

Mark43, Inc.
8 West 40th Street, 2nd Floor
New York, NY 10018

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			H-630-5W332847-TIA-25	9/11/2025	9/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-5W334576-25-I3-G	9/11/2025	9/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-5W344778-25-I3	9/11/2025	9/11/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-5W335106-25-I3-G	3/27/2025	3/27/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

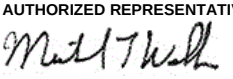
CERTIFICATE HOLDER

Redondo Beach Police/Fire Department
401 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AMENDMENT NO. 4 TO
SOFTWARE LICENSE AND SERVICES AGREEMENT

This Amendment No. 4 to the Software License and Services Agreement (this "Amendment"), is dated as of March 5, 2024, and is by and between Mark43, Inc., a Delaware corporation with offices at 250 Hudson Street, 3rd Floor, New York, NY 10013 ("Mark43") and the City of Redondo Beach, a chartered municipal corporation, having a place of business at 410 Diamond Street, Redondo Beach, CA 90277 ("Subscriber", and together with Mark43, the "Parties," and each, a "Party").

A. WHEREAS, the Parties have entered into that certain Software License and Services Agreement, dated as of December 19, 2017 and as amended by that certain Amendment No. 1 dated as of July 2, 2019, Amendment No. 2 dated as of July 13, 2021 and Amendment No. 3 dated as of September 6, 2022 (collectively, the "Existing Agreement"); and

B. WHEREAS, the Parties hereto desire to amend the Existing Agreement to update Schedule A thereto, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Amendment Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

    a. Section 1(a)(ii) of Schedule A of the Existing Agreement is hereby amended by adding the following new line items 8 and 9 as follows:

        8. First Due Interface (One way, Mark43 CAD to First Due RMS)
        9. Custom Data Lake View Development (for Cry Wolf interface, comprised of two days of Professional Services)

    b. Section 4(a) of Schedule A of the Existing Agreement is hereby amended by adding the following new subsections (vii) and (viii):

        vii. First Due Interface Development: $10,500.00 to be due within thirty (30) days of Subscriber's receipt of the invoice.
        viii. Custom Data Lake View Development: $5,000.00 within thirty (30) days of Subscriber's receipt of the invoice.

3. Date of Effectiveness; Limited Effect. This Amendment is effective as of the date first written above (the "Amendment Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Amendment Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

a. It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

b. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

c. This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

a. This Amendment and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Amendment, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

b. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

c. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

e. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

f. Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 as of the date first written above.

CITY OF REDONDO BEACH
a chartered municipal corporation

DocuSigned by:
By: _____
6BC0853B8F644F1...
James A. Light, Mayor

MARK43, INC.
a Delaware corporation

DocuSigned by:
Steven Salberta
By: _____
08D87D9738CB4F4...
Name: Steven Salberta
Title: Chief Financial Officer

ATTEST:

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

APPROVED:

DocuSigned by:
Diane Strickfaden
_____
ABED8CE35EEE48C...
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
_____
669049EDE03D402...
Michael W. Webb, City Attorney

MARKINC-04 MEGHANDONLON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/30/2024

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

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

PRODUCER
NFP Property & Casualty Services, Inc.
45 Executive Drive
Plainview, NY 11803

CONTACT NAME:
PHONE (A/C, No, Ext): (516) 327-2700 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company of America	25666
INSURER B : The Phoenix Insurance Company	25623
INSURER C : Travelers Indemnity Company	25658
INSURER D : The Charter Oak Fire Insurance Company	25615
INSURER E :	
INSURER F :	

INSURED
Mark43, Inc.
250 Hudson Street, 3rd Floor
New York, NY 10013

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	X COMMERCIAL GENERAL LIABILITY			630-5W332847	3/27/2023	3/27/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA-5W334576	3/27/2023	3/27/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP-5W344778	3/27/2023	3/27/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		UB5W335106	3/27/2023	3/27/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AMENDMENT NO. 3 TO
SOFTWARE LICENSE AND SERVICES AGREEMENT

This Amendment No. 3 to the Software License and Services Agreement (this "Amendment"), is dated as of September 6, 2022, and is by and Mark43, Inc., with offices at 250 Hudson Street, 3rd Floor, New York, NY 10013 ("Mark43") and the City of Redondo Beach, having a place of business at 410 Diamond Street, Redondo Beach, CA 90277 ("Subscriber", and together with Mark43, the "Parties," and each, a "Party").

A. WHEREAS, the Parties have entered into that certain Software License and Services Agreement, dated as of December 19, 2017 and as amended by that certain Amendment No. 1 dated as of July 2, 2019 and Amendment No. 2 dated as of July 13, 2021 (collectively, the "Existing Agreement"); and

B. WHEREAS, the Parties hereto desire to amend the Existing Agreement to update Schedule A thereto, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Amendment Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

    a. Section 1(a)(i) of Schedule A of the Existing Agreement is hereby amended by adding a new line item 5 for Laserfiche Interface to Mark43.

    b. Section 1(b)(i) of Schedule A of the Existing Agreement is hereby amended by adding the following new Section 5:

        Mark43 Data Lake access

    c. Section 1(b)(ii) of Schedule A of the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

        Mark43 will provide Subscriber with the SaaS Services for the Fees set forth in Section 4 below as of the Regular Usage Period. The "**Regular Usage Period**" shall be deemed to have commenced as of March 1, 2022 for all Applications.

    d. Section 4(a) of Schedule A of the Existing Agreement is hereby amended by adding the following new subsection (vi):

        Laserfiche Interface Development: $35,000.00

    e. Section 4(c) of Schedule A of the Existing Agreement is hereby amended by adding the following new subsection (v):

        Data Lake: The Subscription Fee for Mark43 Data Lake access is $10,000 per year per instance commencing July 1, 2022.

    f. Section 5(a) of Schedule A of the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

Implementation Period Payment Schedule

Milestones	Amount Due	Paid/Unpaid as of Amendment Effective Date
Contract signing	$ -	
Project Kickoff	$24,480.00	Paid
Completion of Department Assessment	$24,480.00	Paid
July 2, 2019	$24,480.00	Paid
July 2, 2019	$24,480.00	Paid
July 2, 2019	$31,920.00	Paid
Delivery of Department Assessment	$25,584.00	Paid
Total Implementation Period Payments	$155,484.00	

Further Payment Schedule

	Amount Due
June 30, 2022	$69,636.93 (Paid)
July 1, 2022	$218,340.00
Amendment Effective Date	$35,000
July 1, 2023	$218,340.00
July 1, 2024	$218,340.00
July 1, 2025	$218,340.00
Total Further Payments	$977,996.93

3. Date of Effectiveness; Limited Effect. This Amendment is effective as of the date first written above (the "Amendment Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Amendment Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

    a. It has the full right, power, and authority to enter into this Amendment and to perform its obligations

hereunder and under the Existing Agreement as amended by this Amendment.

b. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

c. This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

a. This Amendment and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Amendment, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

b. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

c. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

e. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

f. Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 as of the date first written above.

CITY OF REDONDO BEACH

DocuSigned by:
Nils H. Nehrenheim
DC2A3D6CA98045B...

Nils H. Nehrenheim, Mayor Pro Tempore

For William C. Brand, Mayor

MARK43, INC.

DocuSigned by:
Steven Salberta
08D87D9738CB4F4...

Name: Steven Salberta
Title: Chief Financial Officer

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael W. Webb, City Attorney

AMENDMENT NO. 2 TO
SOFTWARE LICENSE AND SERVICES AGREEMENT

This Amendment No. 2 to the Software License and Services Agreement (this "Amendment"), is dated as of July 13, 2021, and is by and between Mark43, Inc., with offices at 250 Hudson Street, 3rd Floor, New York, NY 10013 ("Mark43") and the City of Redondo Beach, having a place of business at 410 Diamond Street, Redondo Beach, CA 90277 ("Subscriber", and together with Mark43, the "Parties," and each, a "Party").

A. WHEREAS, the Parties have entered into that certain Software License and Services Agreement, dated as of December 19, 2017 and as amended by that certain Amendment No. 1 dated as of July 2, 2019 (collectively, the "Existing Agreement"); and

B. WHEREAS, the Parties hereto desire to amend the Existing Agreement to update Schedule A and D thereto, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Amendment Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

    a. Schedule A of the Existing Agreement is hereby amended by deleting it in its entirety and substituting the Schedule A attached to this Amendment.
    b. Schedule D of the Existing Agreement is hereby amended by deleting it in its entirety and substituting the Schedule D attached to this Amendment.

3. Date of Effectiveness; Limited Effect. This Amendment is effective as of the date first written above (the "Amendment Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Amendment Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered

pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

    a. It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

    b. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

    c. This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

    a. This Amendment and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Amendment, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

    b. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

    c. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

    d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

    e. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such

subject matter.

f. Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the date first written above.

CITY OF REDONDO BEACH

By: _____

Name: William C. Brand

Title: Mayor

MARB43, INC.

By: Steven Salberta

Name: Steven Salberta

Title: Chief Financial Officer

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

Doc ID: 15536dad8345bd2b3882b5722ac42b9558[illegible]51102

SCHEDULE A

Services Schedule

1. **Services**. The Services covered by this Agreement consists of the following:

   a. **Professional Services:**

      i. RMS/Evidence Interfaces (subject to consent and cooperation of the third parties and Mark43)
         1. Pulsium CAD Interface to Mark43 RMS – Included (Not required if CAD and RMS Applications launch at the same time)
         2. Livescan Interface to Mark43 RMS – Included
         3. CrossRoads Interface to Mark43 - Included
         4. COPLINK Interface to Mark43 – Included

      ii. CAD Interfaces (subject to consent and cooperation of the third parties and Mark43)
         1. CLETS (CommSys) Interface to Mark43 CAD - Included
         2. ANI/ALIVesta / E911 Interface to Mark43 CAD – Included
         3. Firehouse
         4. SPIDR Tech
         5. WestNet/Zetron
         6. Cry Wolf
         7. WATER

      iii. The Data Migration to be provided is described as follows:
         1. Redondo Beach PD RMS legacy data from Pulsium RMS – Included
            a. Pulsium will provide Redondo Beach PD RMS data to Mark43 in a SQL Server or MYSQL (relational database).
         2. Redondo Beach PD legacy reports (in .PDF) from LaserFiche - Included

   b. **SaaS Services:**

      i. The Applications to be provided are described as follows:

         1. Records Management System (RMS)

         Report Writing
         - In-Station & Mobile Field Reporting
         - Incident, Offense & Arrest Reports
         - Field Contact Reports
         - Use of Force Reports
         - DUI Arrest
         - Active Error Validation
         - Smart Duplicate Data Entry Logic and Prevention
         - Unlimited Report Attachments
         - Auto-Validation of Fields, Locations and People
         - Word Processing Tools
         - Context-Sensitive Report Export Formats
         - Full Report Audit History
         - Email & In-App Notifications
         - User Specific Reports Dashboard

         Case Management
         - Seamless Report Import
         - Active Master Entity Sync
         - Unlimited Case Attachments
         - Dashboard for Case Tracking
         - Configurable Task Lists by Case Type
         - Dynamic Master Entity Profiles
         - Email & In-App Notifications

- Context-Sensitive Case Export Formats

Property & Evidence

- Mobile Device Application for Barcode Scanning, Audits & ID Capture
- Automatic Custodial Property Report Generation
- Master Item Profile
- Configurable Barcodes & Disposition Notifications
- Bulk Item Filtering & Actioning
- Dashboard for Inventory Management
- Immutable Chain of Custody
- Storage Location Setup and Customization
- Email & In-App Notifications
- Full Evidence Audit History
- Chain of Custody Validations and Guardrails
- Digitally capture signatures and photo ID's
- Batch Label Printing
- Support for Zebra Printing
- Mobile Application (barcode scanning)
- Automated disposition approval process with customizable retention periods

Warrant Management

- Linked Incident/Arrest Reports, Warrants, and Entity Records
- Dashboard for Warrant Tracking and Management
- Configurable Warrant Number Format, Fields, and Permissions
- Context-Sensitive Warrant Export Formats

Booking Management

- RMS-integrated booking with limited records/data duplication
- Linked Arrest Reports and Entity Records
- Booking record creation and management
- Booking records linked to MNI
- Live Scan Integration
- Prisoner Property Management
- Inmate Tracking and Activity Logs
- Configurable Holding Areas and Intake Questionnaires
- Department Personnel Linked to Booking Record
- Context-Sensitive Booking Record Export Formats

Stat Reporting & Crime Analysis

- Active Error Detection
- Automatic SRS/NIBRS Code Mapping
- Integrated Workspace for UCR Report Creation
- Real-Time Dashboard for Platform-Wide Stats
- Advanced CAD, RMS & Entity Search
- Multi-Input & Fuzzy Match Search Filters
- Comprehensive Analysis Filters
- Data Visualization Support

System Administration

- Configurable Permissions & Roles for Individual Users & Records
- Configurable Fields, Statutes, Codes & Validation Rules
- Shapefile Import
- Configurable Street & Location Aliases
- Configurable Department Alerts & Notifications
- IP Address Whitelisting & Blacklisting for Enhanced Security
- Open API for Third-Party Connections
- Custom Units, Teams and User Roles
- Automatic UCR & NIBRS coding

- Permission-based Read/Write Privileges

2. Computer Aided Dispatch (CAD)

Dispatcher

- Individualized Workstation Setup
- Unit Management and Monitoring
- Auto Complete Verified Event Locations & ANI/ALI Data
- Prominent Alerts for New Information
- Configurable Command Line Functionality
- Bi-Directional Syncing of Historical RMS Data
- Multi-Layered AVL Map View
- Real-Time Event Chat
- Override Ability for Unit Recommendations
- Event Management

First Responder (Mobile)

- Seamless RMS Report Generation
- Prominent Alerts for New Information
- Bi-Directional Syncing of Historical RMS Data
- Real-Time Event Chat
- Multi-Layered AVL Map View
- Automatic & Manual Status-Setting Ability
- Automatic Vehicle Location Mapping (Integration)
- In-App Messaging

System Administrator

- Desktop, Laptop & Tablet Agnostic
- Web-Based & Installed Application Options
- Vendor-Free Configurations
- Scheduling System Integration
- Seamless Data Exchange for External Databases
- Full Event Log
- IP Address Whitelisting & Blacklisting for Enhanced Security
- Open API for Third-Party Connections

3. Mark43 Business Intelligence (BI) Suite

The Parties agree to evaluate the requirements together and agree on a time frame for completion. Subscriber understands and agrees that third party service providers may impose additional license, warranty and other terms on Subscriber. Subscriber agrees to enter into additional agreements as reasonably required by such third parties and Mark43, including, without limitation, a different warranty/SLA addressing uptime and maintenance. BI Suite includes the following capabilities:

- Interactive dashboards that update visualizations based on filters and legends.
- Drill into data points on visualizations for additional details and analysis.
- Mark43 RMS clients will be able to link from the interactive dashboards directly to Mark43 RMS reports and cases.
- Segment (Pivot) and Filter by any available data explorer field to narrow down queries.
- Visualize lat/long coordinates with pin and heat mapping functionality.
- Visualize data with tables, column graphs, bar graphs, scatter plots, line graph, area graph, pie chart, single value, funnel, timeline and donut graphics.
- Save dashboards for future access.
- Share dashboards with other Analytics Viewer and Explorer users at the department.
- Export data into a variety of formats (Text, Excel, CSV, JSON, HTML, Markdown and PNG).
- Data from RMS/CAD modules is available in near-real-time

4. Mark43 Data Exchange

CAD Data Exchange supports basic inquiries on persons, vehicles, boats, firearms, and property. Functionality of this module requires CAD 1: CAD Dispatch for PSAPs and CAD 2: First Responder View for First Responders.

PRODUCT SPECIFICATIONS/FEATURES:

First Responder

- Structured Forms for Inquiries (for vehicles, persons, articles, firearms, and boats)
- Results and Notifications
- Event/Unit Association

PSAP

- Structured Forms for Inquiries (for vehicles, persons, articles, firearms, and boats)
- Configurable Command Line support for Inquiries (for vehicles, persons, articles, firearms, and boats)
- Device and Permissions Management
- Results Routing
- Data Exchange Activity Tab
- Results and Notifications
- Configurable Shortcut Keys
- Configurable Sound Preferences

If agreed by the Parties, Mark43 or a partner/subcontractor will connect the Mark43 Public Safety Platform to Federal, state and local criminal justice data sources. Mark43 utilizes a third-party middleware component in the Mark43 Public Safety Platform and uses a third party to perform services to setup and maintain these connections and provides support during training, configuration and implementation phases of the project. The Parties agree to evaluate the requirements together and agree on a time frame for completion. Subscriber is responsible for determining which of these downstream data feeds will continue to receive information at cutover. Subscriber, with the consent of Mark43, is also responsible for determining the policies and procedures surrounding interfaces between Mark43 Applications and third-party databases. Subscriber understands and agrees that third-party service providers and Mark43 may impose additional license, warranty and other terms on Subscriber in writing. Subscriber agrees to enter into additional agreements as reasonably required by such third parties and Mark43, including, without limitation, a different warranty/SLA addressing uptime and maintenance of the Data Exchange Services.

ii. Following go-live of each Application, Mark43 will provide Subscriber with the SaaS Services for the Fees set forth in Section 4 below. The **"Regular Usage Period"** for any Application commences upon the occurrence of Go Live for that Application.

2. **Initial Term**. The Initial Term commences on the Effective Date and concludes as of June 30, 2026.

3. **Renewal Terms**. Any Renewal Terms shall be for a period of 1 year.

4. **Fees**.

a. Professional Services One-Time Fees (Total: $45,000):
   i. Cry Wolf Interface Development: $5,000
   ii. Firehouse Interface Development: $15,000
   iii. SPIDR Tech Interface Development: $5,000
   iv. Westnet/Zetron Interface Development: $5,000
   v. WATER Interface Development: $15,000

b. Professional Services Annual Fees for CAD Interface Support and Maintenance (Total: $10,000 per year, commencing with Year 2 of the Regular Usage Period)
   i. ANI/ALI: $0
   ii. Cry Wolf: $2,000
   iii. Firehouse: $2,000

iv. SPIDR Tech: $2,000
v. Westnet/Zetron: $2,000
vi. WATER: $2,000

c. Subscription Fee:
   i. RMS and Evidence: The Subscription Fee for the RMS /Evidence Applications for the Initial Term is $97,920 per year based on $85.00 per sworn officer per month during the Regular Usage Period of the RMS/Evidence Applications.
   ii. CAD: The Subscription Fee for the CAD Application for the Initial Term is $97,920 per year based on $85.00 per sworn officer per month during the Regular Usage Period of the CAD Application.
   iii. BI Suite: The Subscription Fee for the Mark43 BI Suite for the Initial Term is $2,500 per year for up to five (5) Explorer Licenses*, provided that the fee shall be waived for Year 1 of the Initial Term. With these Licenses, Subscriber is eligible to receive up to four (4) remote training sessions on utilization of the BI Suite (such training to occur during Year 1 of the Initial Term).
   * Explorer Licenses allow the designated users to access Mark43 BI Suite and create analytic dashboards. Such users can save, share, view and download such analytic dashboards.
   iv. Data Exchange: The Subscription Fee for the Data Exchange Application is included in the above fees for the Initial Term, subject to the following license numbers: no more than 28 device licenses for the third-party terminal (via CLIPS) and no more than 114 user licenses for the third-party middleware connector (via ConnectCIC).

Mark43 Pricing is based on the number of sworn officers employed directly or indirectly by Subscriber at the time the Order Form is signed. In the event that Subscriber increases or decreases its number of employed sworn officers, which is currently 96, to more than 106 or less than 86, then the fee shall adjust by increasing or decreasing to $85 per sworn officer per month for the updated number of sworn officers.

Mark43 will notify Subscriber of any changes to the Fees for a Renewal Term at least forty-five (45) days prior to the start of the Renewal Term.

5. Payment Schedule.

a. Subscriber will pay the Fees for the Initial Term on the following schedule:

Implementation Period Payment Schedule

Milestones	Amount Due	Paid/Unpaid as of Amendment Effective Date
Contract signing	$ -	
Project Kickoff	*$ 24,480.00*	Paid
Completion of Department Assessment	*$ 24,480.00*	Paid
July 2, 2019	*$ 24,480.00*	Paid
July 2, 2019	*$ 24,480.00*	Paid
July 2, 2019	*$31,920.00*	Paid
Delivery of Department Assessment	$25,584.00	Paid
Go Live	$95,416.00	Unpaid
Total Implementation Period Payments	$240,840.00	

Further Payment Schedule

	Amount Due
July 1, 2021	$208,340.00

July 1, 2022	$208,340.00
July 1, 2023	$208,340.00
July 1, 2024	$208,340.00
Total Further Payments	$833,360.00

b. Renewal Term: Fees for any Renewal Term will be paid in full in advance on the first day of the Renewal Term.

6. **Support Services**. As part of the SaaS Services, subject to Section 2.4, Mark43 shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to Subscriber and its Authorized Users to support Subscriber's use, deployment and validation of the SaaS Services on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Mark43's obligations under this Agreement. The contact information for Mark43's technical support organization is Support@mark43.com and Mark43 will notify Subscriber in writing of any changes no less than 5 days in advance. Mark43 shall provide Subscriber with online access to its known-problem database and any other resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Mark43's other customers. The Mark43 account manager or primary point of contact for Subscriber with respect to this Agreement will be Matt Neal.

7. **Service Levels**. Mark43 shall provide the Applications in accordance with the following services levels.
   a. **Service Levels for the Records Management System and Evidence Management Applications (hereinafter, "RMS").**
      i. **RMS Availability**. During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS (**"RMS Scheduled Downtime"**); provided, however, that Mark43 is not responsible for any downtime of the RMS caused by Third Party Data services (*e.g.* Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein; provided, further, that Mark43 shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section 7I below ("Service Levels for Integrated Third Party Software"). Mark43 shall provide Subscriber with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the RMS shall be available.
      ii. **RMS Service Credits**. In the event that Mark43 fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Mark43 will credit the Subscriber's account for the unavailable RMS as follows:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

"RMS Unavailability" is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for Subscriber's use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by Mark43, by a vendor, or by Subscriber); (b) acts or omissions of Subscriber or any Subscriber user of the RMS; (c) server downtime related to connectivity issues resulting from Third Party-managed VPN access to hosted server or Subscriber internal network problems; (d) defects or bugs in the Applications or Software caused by Subscriber, any Authorized

User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (e) any other cause(s) beyond Mark43's reasonable control, including but not limited to those caused by Third Party Data services (*e.g.* Department of Motor Vehicles license plate database), Third Party Components, overall internet congestion or a force majeure. Subscriber will be responsible for immediately notifying Mark43 of all Third Party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise.

"Credit Percentage" means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if Subscriber has paid Mark43 $1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Mark43 will owe Subscriber a 10% credit on that month's portion of the Fee, or: $1,000/12 = $83.33 per month, and 10% of $83.33 = $8.33. In this example, Mark43 would owe Subscriber $8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, Subscriber must notify Mark43 in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Mark43 prior to any credits being granted. Mark43 will acknowledge credit requests within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied. The issuance of RMS Service Credit by Mark43 hereunder is Subscriber's sole and exclusive remedy for any failure by Mark43 to satisfy the service levels set forth in this Section 7(a).

b. **Service Levels for the Computer Aided Dispatch Application (CAD).**

i. **CAD Availability**. During any calendar month of a Regular Usage Period, CAD shall be available to Subscriber no less than 99.95% of the time on a 24x7 basis, excluding scheduled maintenance of CAD ("**CAD Scheduled Downtime**"); provided, however, that Mark43 shall not be responsible for downtime of CAD under this section caused by Third Party Data services (*e.g.* Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein. Any CAD Scheduled Downtime shall be scheduled on minimal traffic days whenever possible. The parties agree that the total amount of CAD Scheduled Downtime shall not exceed 60 minutes during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Agreement as soon as it becomes aware of any actual or potential unavailability of CAD other than CAD Scheduled Downtime ("**CAD Unscheduled Downtime**"), as well as continual periodic updates during the CAD Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the CAD shall be available.

ii. **Error Response and Resolution**. When reporting a failure of the CAD to Mark43 (a "**CAD Error**"), Subscriber shall identify the CAD Error as a Severity Level 1, 2, or 3 (each defined below) based on Subscriber's initial evaluation. If Mark43 becomes aware of a Severity Level 1 or 2 CAD Error, Mark43 shall promptly, but in no event to exceed the Initial Response timeframe in the chart set forth below, notify Subscriber, and such notice shall identify the CAD Error as a Severity Level 1 or 2 CAD Error based on Mark43's initial evaluation. Mark43 and Subscriber shall cooperate in good faith to jointly determine whether a CAD Error is a Severity Level 1, 2, or 3 CAD Error; provided, however, that in the event that Mark43 and Subscriber cannot come to such joint determination despite such good faith cooperation, Mark43's determination shall control. Subscriber may report to Mark43 any Severity Level 1 or 2 CAD Error 24 hours per day, 7 days per week, and any Severity Level 3 CAD Error during Mark43's normal business hours. Upon notification by Subscriber of a CAD Error, Mark43 shall commence and diligently pursue correction of such CAD Error, at all times employing at least the level of effort ("**Level of Effort**") designated in the chart set forth below and in all instances providing an Initial Response, temporary resolution or fix (a "**Work Around**") and a permanent fix (a "**Permanent Correction**") to Subscriber within the timeframes in the chart set forth below, as measured from the earlier of the time that Subscriber notifies Mark43 or Mark43 first becomes aware of a CAD Error. Mark43 shall provide Subscriber with updates to the status of Mark43's efforts (the "**Status Updates**") by telephone, email or such other means as may be reasonably designated by Subscriber from time to time, no less frequently than the timeframes identified in the chart set forth below. For the avoidance of doubt, a CAD Error does not include, and Mark43 will not be responsible for, any feature or functionality of the CAD that is not set forth in Section 1(b)(i)(2) of this Schedule A or in a project plan created for Subscriber by Mark43.

1. "**Severity Level 1 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, renders the CAD or any material portion thereof inoperative, or materially impairs use of the CAD in a production environment. Examples of Severity Level 1 CAD Errors include, without limitation, situations in which the CAD are inoperable and causing dispatchers to

experience a total loss of service, continuous or frequent instabilities, a loss of connectivity or inability to communicate as intended, or there is an inability to process transactions, the creation of a hazard or emergency, or the inability to use a primary feature or function of the CAD.

2. **"Severity Level 2 CAD Error"** means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, substantially impairs use of one or more features or functions of the CAD, which constitute less than a material portion thereof, in a production environment, or any CAD Error occurring in a testing or other non-production environment that, if occurring in a production environment, would constitute a Severity Level 1 CAD Error. Examples of Severity Level 2 CAD Errors include, without limitation, situations in which a CAD Error is causing intermittent impact to dispatchers, loss of redundancy, loss of routine administrative or diagnostic capability, or inability to use a secondary feature or function of the CAD.
3. **"Severity Level 3 CAD Error"** means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, has a minimal impact on the performance or operation of the CAD. Examples of Severity Level 3 CAD Errors include, without limitation, a CAD Error having only a minimal impact on dispatchers and CAD Errors seen in a test or other non-production environment that, if deployed in a production environment, would not constitute a Severity Level 1 CAD Error.

Severity Level	Level of Effort	Initial Response	Work Around	Permanent Correction	Status Updates
1	Continuous best efforts, 24 hours per day, 7 days per week	Immediate, but in no event to exceed 30 minutes	6 hours	3 calendar days	Every 3 hours prior to a Work Around and every calendar day thereafter
2	Commercially reasonable efforts, 24 hours per day, 7 days per week	1 hour	24 hours	5 calendar days	Every 6 hours prior to a Work Around and every calendar day thereafter
3	Commercially reasonable efforts, during normal business hours	1 Business Day	10 Business Days	20 Business Days	Every 2 Business Days prior to a Work Around and every 5 Business Days thereafter

CAD Service Credits. Mark43's failure to meet the CAD services levels set forth in Section 7(b) during any calendar month of a Regular Usage Period entitles Subscriber to Fee credits (the **"CAD Service Credit(s)"**) calculated as set forth below. Any CAD Service Credits owed to Subscriber hereunder shall offset against any subsequent Fees owed by Subscriber and shall be Subscriber's sole and exclusive remedy with respect to Mark43's failure to provide the CAD. If Mark43 fails to meet the CAD service levels set forth in this Section 7(b) in any applicable calendar month during the Regular Usage Period, then Mark43 shall credit Subscriber five percent (5%) of the portion of the Fees attributable to CAD Services in the calendar month in which such CAD service level failure occurs. The applicable CAD Service Credits will be applied to the next invoice. Only one CAD Service Credit for failure to meet the applicable service level shall be granted for each Service in a calendar month of the Regular Usage Period.

c. **Service Levels for Integrated Third Party Software.** Notwithstanding anything else to the contrary contained herein, Mark43 shall be responsible for any downtime of or related to the Applications or Integrated Third Party Software (as defined below) that is caused by Integrated Third Party Software solely to the extent specified in this Section 7(c). Credit Percentages Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.

   i. **Availability of Third Party Applications.** The Statement of Work will outline specific Third Party Application **integrations** (the **"Integrated Third Party Software"**) to be performed by Mark43 during the Professional Services Period, and the Subscriber's and Mark43's respective rights regarding acceptance of those Services. During the **Regular** Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Mark43 or by the third party provider, the **"Integration Scheduled Downtime"**); provided, however, that Mark43 shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Mark43 does not

receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Mark43 agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that Mark43 shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Contract as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime (**"Integration Unscheduled Downtime"**), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the Integration shall be available.

ii. **Responsibilities for Planned Updates.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third Party provider of Integrated Third Party Software. Mark43 shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.

iii. **Responsibilities for Planned Upgrades.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third Party provider of Integrated Third Party Software. Mark43 shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Mark43 would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.

SCHEDULE D

Additional Terms

i. **Vendors:**

Google: Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: https://maps.google.com/help/terms_maps.html
Google Privacy Policy: https://policies.google.com/privacy?hl=en&gl=us
Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Amazon:

Universal Service Terms: https://aws.amazon.com/service-terms/
Acceptable Use: https://aws.amazon.com/aup/

Auth0 (if elected):

Acceptable Use: https://cdn.auth0.com/website/legal/files/aup-19.pdf

RapidSOS (if elected): Subscriber must sign up and accept the terms contained within the following link:

https://info.rapidsos.com/rapidsos-integrations-signup

ii. **Subcontractors:**

Subscriber consents to Mark43's use of the following subcontractors: CommSys. CommSys terms are attached hereto.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2022 | 6/30/2021

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

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

PRODUCER
Lockton Companies
1185 Avenue of the Americas, Suite 2010
New York NY 10036
646-572-7300

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURED
1436381
Mark43 Inc.
250 Hudson St., 3 FL
New York NY 10013

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atlanta Specialty Insurance Company	31925
INSURER B : ACE American Insurance Company	22667
INSURER C : The Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 17678887 **REVISION NUMBER:** XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	N	N	711-01-73-86-0000	1/26/2021	1/26/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X $1,000 Comp X $1,000 Coll	N	N	711-01-73-86-0000	1/26/2021	1/26/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	N	N	711-01-73-86-0000	1/26/2021	1/26/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	406-04-74-13-0000	1/26/2021	1/26/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B	Property Professional Liability	N	N	711-01-73-86-0000 D95102670	1/26/2021 1/26/2021	1/26/2022 1/26/2022	BPP: $645,000 Ded:$2,500 Limit: $5M / $50K Ded.	

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

CERTIFICATE HOLDER

17678887
City of Redondo Beach
401 Diamond St
Redondo Beach CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AMENDMENT NO. 1 TO
SOFTWARE LICENSE AND SERVICES AGREEMENT

This Amendment No. 1 to the Software License and Services Agreement (this "Amendment"), is dated as of July 2nd, 2019, and is by and between Mark43, Inc., with offices at 28 E. 28th Street, 12th Floor, New York, NY 10016 ("Mark43") and the City of Redondo Beach, having a place of business at 410 Diamond Street, Redondo Beach, CA 90277 ("Subscriber", and together with Mark43, the "Parties," and each, a "Party").

A. WHEREAS, the Parties have entered into that certain Software License and Services Agreement, dated as of December 19, 2017 (the "Existing Agreement"); and

B. WHEREAS, the Parties hereto desire to amend the Existing Agreement to update Schedule A and C thereto, and to memorialize Schedule D, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Amendment Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

    a. Schedule A of the Existing Agreement is hereby amended by deleting it in its entirety and substituting the Schedule A attached to this Amendment.

    b. Schedule C of the Existing Agreement is hereby amended by deleting it in its entirety and substituting the Schedule C attached to this Amendment.

    c. Schedule D in the form attached to this Amendment is hereby added to the Existing Agreement as Schedule D thereto.

    d. The new Statement of Work attached to this Amendment is hereby added to the Existing Agreement as Appendix B thereto.

3. Date of Effectiveness; Limited Effect. This Amendment is effective as of the date first written above (the "Amendment Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Amendment Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

    a. It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

    b. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been

duly authorized by all necessary action on the part of such Party.

c. This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

a. This Amendment and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Amendment, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

b. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

c. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

e. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

f. Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

IN WITNESS WHEREOF. the Parties have executed this Amendment No. 1 as of the date first written above.

CITY OF REDONDO BEACH

By: _____

Name: William C. Brand

Title: Mayor

MARK43. INC.

By: _____

Name: Steven Salberta

Title: Chief Financial Officer

ATTEST:

_____
Eleanor Manzano. City Clerk

APPROVED:

_____
Jill Buchholz. Risk Manager

APPROVED AS TO FORM:

_____
Michael W. Webb. City Attorney

SCHEDULE A

Services Schedule

1. **Services**. The Services covered by this Agreement consists of the following:

a. Professional Services:

i. RMS/Evidence Interfaces (subject to consent and cooperation of the third parties and Mark43)
   1. Pulsium CAD Interface to Mark43 RMS – Included (Not required if CAD and RMS Applications launch at the same time)
   2. Livescan Interface to Mark43 RMS – Included
   3. CrossRoads Interface to Mark43 - Included
   4. COPLINK Interface to Mark43 – Included

ii. CAD Interfaces (subject to consent and cooperation of the third parties and Mark43)
   1. CLETS (CommSys) Interface to Mark43 CAD - Included
   2. ANI/ALIIVesta / E911 Interface to Mark43 CAD – Included
   3. Firehouse
   4. SPIDR Tech
   5. WestNet/Zetron
   6. Cry Wolf

iii. The Data Migration to be provided is described as follows:
   1. Redondo Beach PD RMS legacy data from Pulsium RMS – Included
      a. Pulsium will provide Redondo Beach PD RMS data to Mark43 in a SQL Server or MYSQL (relational database).
   2. Redondo Beach PD legacy reports (in .PDF) from LaserFiche - Included

b. SaaS Services:

i. The Applications to be provided are described as follows:

1. Records Management System (RMS)

Report Writing

- In-Station & Mobile Field Reporting
- Incident, Offense & Arrest Reports
- Field Contact Reports
- Use of Force Reports
- DUI Arrest
- Active Error Validation
- Smart Duplicate Data Entry Logic and Prevention
- Unlimited Report Attachments
- Auto-Validation of Fields, Locations and People
- Word Processing Tools
- Context-Sensitive Report Export Formats
- Full Report Audit History
- Email & In-App Notifications
- User Specific Reports Dashboard

Case Management

- Seamless Report Import
- Active Master Entity Sync
- Unlimited Case Attachments
- Dashboard for Case Tracking
- Configurable Task Lists by Case Type
- Dynamic Master Entity Profiles
- Email & In-App Notifications
- Context-Sensitive Case Export Formats

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Property & Evidence

- Mobile Device Application for Barcode Scanning, Audits & ID Capture
- Automatic Custodial Property Report Generation
- Master Item Profile
- Configurable Barcodes & Disposition Notifications
- Bulk Item Filtering & Actioning
- Dashboard for Inventory Management
- Immutable Chain of Custody
- Storage Location Setup and Customization
- Email & In-App Notifications
- Full Evidence Audit History
- Chain of Custody Validations and Guardrails
- Digitally capture signatures and photo ID's
- Batch Label Printing
- Support for Zebra Printing
- Mobile Application (barcode scanning)
- Automated disposition approval process with customizable retention periods

Warrant Management

- Linked Incident/Arrest Reports, Warrants, and Entity Records
- Dashboard for Warrant Tracking and Management
- Configurable Warrant Number Format, Fields, and Permissions
- Context-Sensitive Warrant Export Formats

Booking Management

- RMS-integrated booking with limited records/data duplication
- Linked Arrest Reports and Entity Records
- Booking record creation and management
- Booking records linked to MNI
- Live Scan Integration
- Prisoner Property Management
- Inmate Tracking and Activity Logs
- Configurable Holding Areas and Intake Questionnaires
- Department Personnel Linked to Booking Record
- Context-Sensitive Booking Record Export Formats

Stat Reporting & Crime Analysis

- Active Error Detection
- Automatic SRS/NIBRS Code Mapping
- Integrated Workspace for UCR Report Creation
- Real-Time Dashboard for Platform-Wide Stats
- Advanced CAD, RMS & Entity Search
- Multi-Input & Fuzzy Match Search Filters
- Comprehensive Analysis Filters
- Data Visualization Support

System Administration

- Configurable Permissions & Roles for Individual Users & Records
- Configurable Fields, Statutes, Codes & Validation Rules
- Shapefile Import
- Configurable Street & Location Aliases
- Configurable Department Alerts & Notifications
- IP Address Whitelisting & Blacklisting for Enhanced Security
- Open API for Third-Party Connections
- Custom Units, Teams and User Roles
- Automatic UCR & NIBRS coding
- Permission-based Read/Write Privileges

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2. Computer Aided Dispatch (CAD)

Dispatcher

- Individualized Workstation Setup
- Unit Management and Monitoring
- Auto Complete Verified Event Locations & ANI/ALI Data
- Prominent Alerts for New Information
- Configurable Command Line Functionality
- Bi-Directional Syncing of Historical RMS Data
- Multi-Layered AVL Map View
- Real-Time Event Chat
- Override Ability for Unit Recommendations
- Event Management

First Responder (Mobile)

- Seamless RMS Report Generation
- Prominent Alerts for New Information
- Bi-Directional Syncing of Historical RMS Data
- Real-Time Event Chat
- Multi-Layered AVL Map View
- Automatic & Manual Status-Setting Ability
- Automatic Vehicle Location Mapping (Integration)
- In-App Messaging

System Administrator

- Desktop, Laptop & Tablet Agnostic
- Web-Based & Installed Application Options
- Vendor-Free Configurations
- Scheduling System Integration
- Seamless Data Exchange for External Databases
- Full Event Log
- IP Address Whitelisting & Blacklisting for Enhanced Security
- Open API for Third-Party Connections

3. Mark43 Business Intelligence (BI) Suite

The Parties agree to evaluate the requirements together and agree on a time frame for completion. Subscriber understands and agrees that third party service providers may impose additional license, warranty and other terms on Subscriber. Subscriber agrees to enter into additional agreements as reasonably required by such third parties and Mark43, including, without limitation, a different warranty/SLA addressing uptime and maintenance. BI Suite includes the following capabilities:

- Interactive dashboards that update visualizations based on filters and legends.
- Drill into data points on visualizations for additional details and analysis.
- Mark43 RMS clients will be able to link from the interactive dashboards directly to Mark43 RMS reports and cases.
- Segment (Pivot) and Filter by any available data explorer field to narrow down queries.
- Visualize lat/long coordinates with pin and heat mapping functionality.
- Visualize data with tables, column graphs, bar graphs, scatter plots, line graph, area graph, pie chart, single value, funnel, timeline and donut graphics..
- Save dashboards for future access.
- Share dashboards with other Analytics Viewer and Explorer users at the department.
- Export data into a variety of formats (Text, Excel, CSV, JSON, HTML, Markdown and PNG).
- Data from RMS/CAD modules is available in near-real-time

ii. Following go-live of each Application, Mark43 will provide Subscriber with the SaaS Services for the Fees set forth in Section 4 below (the "**Regular Usage Period**"). The parties anticipate that the Regular Usage Period for RMS, CAD and Evidence will commence on or about June 30, 2020.

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2. **Initial Term**. The Initial Term commences on the Effective Date and concludes at the end of the five-year period of the Regular Usage Period of the RMS Application.

3. **Renewal Terms**. Any Renewal Terms shall be for a period of 1 year.

4. **Fees**.

   a. Professional Services One-Time Fees (Total: $30,000):
      i. Cry Wolf Interface Development: $5,000
      ii. Firehouse Interface Development: $15,000
      iii. SPIDR Tech Interface Development: $5,000
      iv. Westnet/Zetron Interface Development: $5,000

   b. Professional Services Annual Fees for CAD Interface Support and Maintenance (Total: $8,000 per year, commencing with Year 2 of the Regular Usage Period)
      i. ANI/ALI: $0
      ii. Cry Wolf: $2,000
      iii. Firehouse: $2,000
      iv. SPIDR Tech: $2,000
      v. Westnet/Zetron: $2,000

   c. Subscription Fee:
      i. RMS and Evidence: The Subscription Fee for the RMS /Evidence Applications for the Initial Term is $97,920 per year based on $85.00 per sworn officer per month during the Regular Usage Period of the RMS/Evidence Applications.
      ii. CAD: The Subscription Fee for the CAD Application for the Initial Term is $97,920 per year based on $85.00 per sworn officer per month during the Regular Usage Period of the CAD Application.
      iii. BI Suite: The Subscription Fee for the Mark43 BI Suite for the Initial Term is $2,500 per year for up to five (5) Explorer Licenses*, provided that the fee shall be waived for Year 1 of the Initial Term. With these Licenses, Subscriber is eligible to receive up to four (4) remote training sessions on utilization of the BI Suite (such training to occur during Year 1 of the Initial Term).
      * Explorer Licenses allow the designated users to access Mark43 BI Suite and create analytic dashboards. Such users can save, share, view and download such analytic dashboards.

Mark43 Pricing is based on the number of sworn officers employed directly or indirectly by Subscriber at the time the Order Form is signed. In the event that Subscriber increases or decreases its number of employed sworn officers, which is currently 96, to more than 106 or less than 86, then the fee shall adjust by increasing or decreasing to $85 per sworn officer per month for the updated number of sworn officers.

Mark43 will notify Subscriber of any changes to the Fees for a Renewal Term at least forty-five (45) days prior to the start of the Renewal Term.

5. **Payment Schedule**.

   a. Subscriber will pay the Fees for the Initial Term on the following schedule:

Year 1 Payment Schedule (RMS, Evidence and BI Suite)

Year 1 Milestones	% of Year 1 due	Expected Date	Amount Due
Contract signing	0%	December 20th 2017	$ -
Project Kickoff	25%	January 15th, 2018	$ 24,480.00
Completion of Department Assessment	25%	March 15th, 2018	$ 24,480.00
July 1, 2019	25%	--	$ 24,480.00
July 1, 2019	25%	--	$ 24,480.00

Total Year 1 Payments		$ 97,920.00

Years 2 through 5 Payment Schedule (RMS, Evidence and BI Suite)

	Amount Due
Year 2 Payment Date	
September 2019	$100,420.00
Year 3 Payment Date	
September 2020	$100,420.00
Year 4 Payment Date	
September 2021	$100,420.00
Year 5 Payment Date	
September 2022	$100,420.00
Total Years 2 through 5 Payments	$401,680.00

Year 1 Payment Schedule (CAD)

Year 1 Milestone Payments	% of Year 1 Due	Expected Timing	Amount Due
Amendment Effective Date	25%	–	*$31,920.00*
Delivery of Department Assessment	20%	Within 45 days of Amendment Effective Date	*$25,584.00*
Completion of Product Configuration	20%	Within 6 months of Amendment Effective Date	*$25,584.00*
Completion of Training	25%	Within 7 months of Amendment Effective Date	*$25,584.00*
CAD Cutover/Go Live	15%	Within 12 months of Amendment Effective Date	*$19,188.00*
Total Year 1 Payments			*$127,920.00*

Years 2 through 5 Payment Schedule (CAD)

Annual Subscription & Interface Maintenance Costs (Years 2-5)	$105,920
Payment Dates by Year	**Amount Due**
Year 2 Payment Date	
First anniversary of Amendment Effective Date	$105,920.00
Year 3 Payment Date	
Second anniversary of Amendment Effective Date	$105,920.00

Year 4 Payment Date	
Third anniversary of Amendment Effective Date	$105,920.00
Year 5 Payment Date	
April 30, 2023	$105,920.00
Total Years 2 through 5 Payments	**$423,680.00**

b. Renewal Term: Fees for any Renewal Term will be paid in full in advance on the first day of the Renewal Term.

6. **Support Services**. As part of the SaaS Services, subject to Section 2.4, Mark43 shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to Subscriber and its Authorized Users to support Subscriber's use, deployment and validation of the SaaS Services on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Mark43's obligations under this Agreement. The contact information for Mark43's technical support organization is Support@mark43.com and Mark43 will notify Subscriber in writing of any changes no less than 5 days in advance. Mark43 shall provide Subscriber with online access to its known-problem database and any other resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Mark43's other customers. The Mark43 account manager or primary point of contact for Subscriber with respect to this Agreement will be Matt Neal.

7. **Service Levels**. Mark43 shall provide the Applications in accordance with the following services levels.
   a. **Service Levels for the Records Management System and Evidence Management Applications (hereinafter, "RMS").**
      i. **RMS Availability.** During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS (**"RMS Scheduled Downtime"**); provided, however, that Mark43 is not responsible for any downtime of the RMS caused by Third Party Data services (*e.g.* Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein; provided, further, that Mark43 shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section 7l below ("Service Levels for Integrated Third Party Software"). Mark43 shall provide Subscriber with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the RMS shall be available.
      ii. **RMS Service Credits**. In the event that Mark43 fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Mark43 will credit the Subscriber's account for the unavailable RMS as follows:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

"RMS Unavailability" is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for Subscriber's use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by Mark43, by a vendor, or by Subscriber); (b) acts or omissions of Subscriber or any Subscriber user of the RMS; (c) server downtime related to connectivity issues resulting from Third Party-managed VPN access to hosted server or Subscriber internal network problems; (d) defects or bugs in the Applications or Software caused by Subscriber, any Authorized

User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (e) any other cause(s) beyond Mark43's reasonable control, including but not limited to those caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), Third Party Components, overall internet congestion or a force majeure. Subscriber will be responsible for immediately notifying Mark43 of all Third Party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise.

"Credit Percentage" means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if Subscriber has paid Mark43 $1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Mark43 will owe Subscriber a 10% credit on that month's portion of the Fee, or: $1,000/12 = $83.33 per month, and 10% of $83.33 = $8.33. In this example, Mark43 would owe Subscriber $8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, Subscriber must notify Mark43 in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Mark43 prior to any credits being granted. Mark43 will acknowledge credit requests within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied. The issuance of RMS Service Credit by Mark43 hereunder is Subscriber's sole and exclusive remedy for any failure by Mark43 to satisfy the service levels set forth in this Section 7(a).

b. **Service Levels for the Computer Aided Dispatch Application (CAD).**

i. **CAD Availability**. During any calendar month of a Regular Usage Period, CAD shall be available to Subscriber no less than 99.95% of the time on a 24x7 basis, excluding scheduled maintenance of CAD (**"CAD Scheduled Downtime"**); provided, however, that Mark43 shall not be responsible for downtime of CAD under this section caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein. Any CAD Scheduled Downtime shall be scheduled on minimal traffic days whenever possible. The parties agree that the total amount of CAD Scheduled Downtime shall not exceed 60 minutes during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Agreement as soon as it becomes aware of any actual or potential unavailability of CAD other than CAD Scheduled Downtime (**"CAD Unscheduled Downtime"**), as well as continual periodic updates during the CAD Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the CAD shall be available.

ii. **Error Response and Resolution**. When reporting a failure of the CAD to Mark43 (a **"CAD Error"**), Subscriber shall identify the CAD Error as a Severity Level 1, 2, or 3 (each defined below) based on Subscriber's initial evaluation. If Mark43 becomes aware of a Severity Level 1 or 2 CAD Error, Mark43 shall promptly, but in no event to exceed the Initial Response timeframe in the chart set forth below, notify Subscriber, and such notice shall identify the CAD Error as a Severity Level 1 or 2 CAD Error based on Mark43's initial evaluation. Mark43 and Subscriber shall cooperate in good faith to jointly determine whether a CAD Error is a Severity Level 1, 2, or 3 CAD Error; provided, however, that in the event that Mark43 and Subscriber cannot come to such joint determination despite such good faith cooperation, Mark43's determination shall control. Subscriber may report to Mark43 any Severity Level 1 or 2 CAD Error 24 hours per day, 7 days per week, and any Severity Level 3 CAD Error during Mark43's normal business hours. Upon notification by Subscriber of a CAD Error, Mark43 shall commence and diligently pursue correction of such CAD Error, at all times employing at least the level of effort (**"Level of Effort"**) designated in the chart set forth below and in all instances providing an Initial Response, temporary resolution or fix (a **"Work Around"**) and a permanent fix (a **"Permanent Correction"**) to Subscriber within the timeframes in the chart set forth below, as measured from the earlier of the time that Subscriber notifies Mark43 or Mark43 first becomes aware of a CAD Error. Mark43 shall provide Subscriber with updates to the status of Mark43's efforts (the **"Status Updates"**) by telephone, email or such other means as may be reasonably designated by Subscriber from time to time, no less frequently than the timeframes identified in the chart set forth below. For the avoidance of doubt, a CAD Error does not include, and Mark43 will not be responsible for, any feature or functionality of the CAD that is not set forth in Section 1(b)(i)(2) of this Schedule A or in a project plan created for Subscriber by Mark43.

1. **"Severity Level 1 CAD Error"** means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, renders the CAD or any material portion thereof inoperative, or materially impairs use of the CAD in a production environment. Examples of Severity Level 1 CAD Errors include, without limitation, situations in which the CAD are inoperable and causing dispatchers to

experience a total loss of service, continuous or frequent instabilities, a loss of connectivity or inability to communicate as intended, or there is an inability to process transactions, the creation of a hazard or emergency, or the inability to use a primary feature or function of the CAD.

2. **"Severity Level 2 CAD Error"** means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, substantially impairs use of one or more features or functions of the CAD, which constitute less than a material portion thereof, in a production environment, or any CAD Error occurring in a testing or other non-production environment that, if occurring in a production environment, would constitute a Severity Level 1 CAD Error. Examples of Severity Level 2 CAD Errors include, without limitation, situations in which a CAD Error is causing intermittent impact to dispatchers, loss of redundancy, loss of routine administrative or diagnostic capability, or inability to use a secondary feature or function of the CAD.
3. **"Severity Level 3 CAD Error"** means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, has a minimal impact on the performance or operation of the CAD. Examples of Severity Level 3 CAD Errors include, without limitation, a CAD Error having only a minimal impact on dispatchers and CAD Errors seen in a test or other non-production environment that, if deployed in a production environment, would not constitute a Severity Level 1 CAD Error.

Severity Level	Level of Effort	Initial Response	Work Around	Permanent Correction	Status Updates
1	Continuous best efforts, 24 hours per day, 7 days per week	Immediate, but in no event to exceed 30 minutes	6 hours	3 calendar days	Every 3 hours prior to a Work Around and every calendar day thereafter
2	Commercially reasonable efforts, 24 hours per day, 7 days per week	1 hour	24 hours	5 calendar days	Every 6 hours prior to a Work Around and every calendar day thereafter
3	Commercially reasonable efforts, during normal business hours	1 Business Day	10 Business Days	20 Business Days	Every 2 Business Days prior to a Work Around and every 5 Business Days thereafter

CAD Service Credits. Mark43's failure to meet the CAD services levels set forth in Section 7(b) during any calendar month of a Regular Usage Period entitles Subscriber to Fee credits (the **"CAD Service Credit(s)"**) calculated as set forth below. Any CAD Service Credits owed to Subscriber hereunder shall offset against any subsequent Fees owed by Subscriber and shall be Subscriber's sole and exclusive remedy with respect to Mark43's failure to provide the CAD. If Mark43 fails to meet the CAD service levels set forth in this Section 7(b) in any applicable calendar month during the Regular Usage Period, then Mark43 shall credit Subscriber five percent (5%) of the portion of the Fees attributable to CAD Services in the calendar month in which such CAD service level failure occurs. The applicable CAD Service Credits will be applied to the next invoice. Only one CAD Service Credit for failure to meet the applicable service level shall be granted for each Service in a calendar month of the Regular Usage Period.

c. **Service Levels for Integrated Third Party Software.** Notwithstanding anything else to the contrary contained herein, Mark43 shall be responsible for any downtime of or related to the Applications or Integrated Third Party Software (as defined below) that is caused by Integrated Third Party Software solely to the extent specified in this Section 7(c). Credit Percentages Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.

   i. **Availability of Third Party Applications.** The Statement of Work will outline specific Third Party Application **integrations** (the **"Integrated Third Party Software"**) to be performed by Mark43 during the Professional Services Period, and the Subscriber's and Mark43's respective rights regarding acceptance of those Services. During the **Regular** Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Mark43 or by the third party provider, the **"Integration Scheduled Downtime"**); provided, however, that Mark43 shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Mark43 does not

receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Mark43 agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that Mark43 shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Contract as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime (**"Integration Unscheduled Downtime"**), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the Integration shall be available.

ii. **Responsibilities for Planned Updates.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third Party provider of Integrated Third Party Software. Mark43 shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.

iii. **Responsibilities for Planned Upgrades.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third Party provider of Integrated Third Party Software. Mark43 shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Mark43 would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.

SCHEDULE C

Technical Requirements

This Schedule lists the minimum technical requirements required for Mark43's RMS, CAD, Evidence Management and Data Exchange applications. This also describes the requirements for Mark43 interface servers. Third Party Providers and subcontractors may have additional requirements that are not listed here.

1. MARK43 RMS

1.1 RMS Workstation Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Apple OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x dual-core processor or greater
Architecture	x64 / x86	x64
Memory	4 GB	6 GB+
Network Card	1x 2Mbps+ NIC	1x 10Mbps+ NIC
Display(s)	1x 1024x768	1 x 1920x1080
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	N/A
Bandwidth	2 Mbps	5+ Mbps

1.2 RMS Workstation Site Internet Requirements

The Mark43 platform operates as a single-page application where most of the heavy download load is needed only on initial page load for each user. Mark43 recommends for the RMS application an overall internet bandwidth connection of 1+ Mbps per concurrent user using that connection. Actual performance and usage may vary greatly depending on user usage of other internet-connected applications and your ISP.

1.3 RMS Browser Requirements

Mark43 RMS is web-based and requires a modern web browser to access the system. Mark43 RMS supports all versions of Microsoft Internet Explorer and Google Chrome that receive technical support and security updates from the browser vendor.

- Google Chrome (latest)
- Microsoft Internet Explorer: All versions of Microsoft Internet Explorer that receive technical support and browser updates. (As of 1/1/2019 this is IE 11+, Microsoft Edge)

1.4 RMS Mobile Data Terminal Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x dual-core processor or greater
Architecture	x64 / x86	x64
Memory	2 GB	4 GB+
Network Card	2 Mbps (4G LTE)	5+ Mbps (4G LTE)
Display(s)	1x 1024x768	1x 1024x768+
Hard Drive	1 GB available space	5 GB available space
Graphics Card	N/A	N/A

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2. MARK43 CAD

2.1 CAD Call Taker / Dispatcher Workstations

Mark43 recommends solely using the Mark43 CAD installed windows application for CAD call takers and dispatchers. The installed application allows for multi-window functionality and a more seamless user experience for power-users of the CAD application.

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x quad-core processor or greater
Architecture	x64	x64
Memory	4 GB	8 GB+
Network Card	1x 2Mbps+ NIC	1x 10 Mbps+ NIC
Display(s)	1 x 1024x768 monitor	2x+ 1920x1080 monitors
Hard Drive	1 GB available space	5 GB available space
Graphics Card	128 MB of video memory	2x 512MB NVIDIA Quadro NVS 310, 4 MON
Bandwidth	2 Mbps	10+ Mbps

2.2 CAD Call Taker / Dispatcher Workstation Site Internet Requirements

The Mark43 platform operates as a single-page application where most of the heavy download load is needed only on initial page load for each user. Mark43 highly recommends for the CAD application an overall internet bandwidth connection of 2+ Mbps per concurrent user using that connection and a backup ISP connection with automatic failover. Actual performance and usage may vary greatly depending on user usage of other internet-connected applications and your ISP.

2.3 CAD First Responder Mobile Data Terminal Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core Processor	1x dual-core processor or greater
Architecture	x64	x64
Memory	2 GB	4 GB+
Network Card	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)
Display(s)	1 x 1024x768	1 x 1024 x 768
Hard Drive	1 GB available space	5 GB available space
Graphics Card	128 MB of video memory	N/A
Bandwidth	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)

2.4 Mark43 CAD Web Application (First Responder & Dispatch)

Mark43 CAD is also web-based and requires a modern web browser to access the system. Mark43 CAD is only supported for the latest version of Google Chrome. All other users are recommended to use the installed version of the application.

2.5 GPS Pinger

Item	Minimum	Recommended
Operating System	Windows 7+	Windows 10
Architecture	x32	x64
Network Card	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)

Other requirements:

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- Powershell that is installed with Windows 7+
- .Net Framework v.2.0.50727 or v.4.0
- Java jre 8u162
- To support legacy passthrough, com0com driver required and dedicated COM ports set up
- Admin access is required for installation
- Service account set up with "Log in as service" permissions
- Verified Hardware:
  * Getac machines with internal GPS (BAUD rate of 96k)
  * BU-353S4 receivers that plug in
  Supported:
  * GPS Receiver using NMEA standard (that is to say $GPxxx messages) with a dedicated COM port
- External Antenna strongly recommended

3. MARK43 EVIDENCE MANAGEMENT

3.1 Evidence Workstation Requirements

Evidence workstation requirements mirror the RMS workstation requirements, as evidence is loaded as a module of the RMS.

3.2 Evidence Smartphone Mobile Application

- **Platforms:**
  - Android version 5+
- **Recommended Device:**
  - Samsung Galaxy S7+

3.3 Evidence Barcode Printer Requirements

Mark43 Evidence product requires a barcode printer to optimize the evidence management process. Mark43 integrates seamlessly with Zebra barcode printing hardware and requires the following printer:

- ZD420 model number ZD42043-C01E00EZ
- 2000T label
- 5095 Premium Resin ribbon (05095CT11007)
  - Ribbon roll-only (05095GS11007)

3.4 Evidence Printer Server Requirements

The complexity with barcode printing stems from making our website communicate with physical hardware on premises with our clients. We cannot rely on Chrome/Internet Explorer's built in printing functionality because they do not support the Zebra printing language we use for labels. In order to communicate with the barcode printers we will need an intermediate server to route printing requests. This machine can be the same machine as the Interface Servers specified below or standalone in which case it will need the following specifications:

- 2 GB RAM
- 32 GB HDD Storage
- 2 x 2.0+ GHz Processors

4. MARK43 DATA EXCHANGE

The Mark43 Data exchange functionality is enabled through either the RMS or CAD applications. Additional interface servers may be required to support Mark43 Data Exchange data flows, depending on the department's size and complexity.

5. MARK43 INTERFACE SERVERS

If 3rd party integrations are required, interface server(s) may be installed on site. The requirements of an interface server are as follows. The recommended number of interface servers needed depends on the interface requirements of the agency as well as the number of users supported by the data exchange product.

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Item	Minimum	Recommended
Operating System	CentOS 7	CentOS 7
Processor speed & quantity	4x CPUs	8x+ CPUs
Architecture	x64 / x86	x64 / x86
Memory	8 GB	16+ GB
Network Card	1x 100 Mbps NIC	2x 1Gbps NICs
Display(s)	N/A	N/A
Hard Drive	250 GB	500 GB
Graphics Card	N/A	N/A

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SCHEDULE D

Additional Terms

i. **Vendors:**

Google: Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: https://maps.google.com/help/terms_maps.html
Google Privacy Policy: https://policies.google.com/privacy?hl=en&gl=us
Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Amazon:

Universal Service Terms: https://aws.amazon.com/service-terms/
Acceptable Use: https://aws.amazon.com/aup/

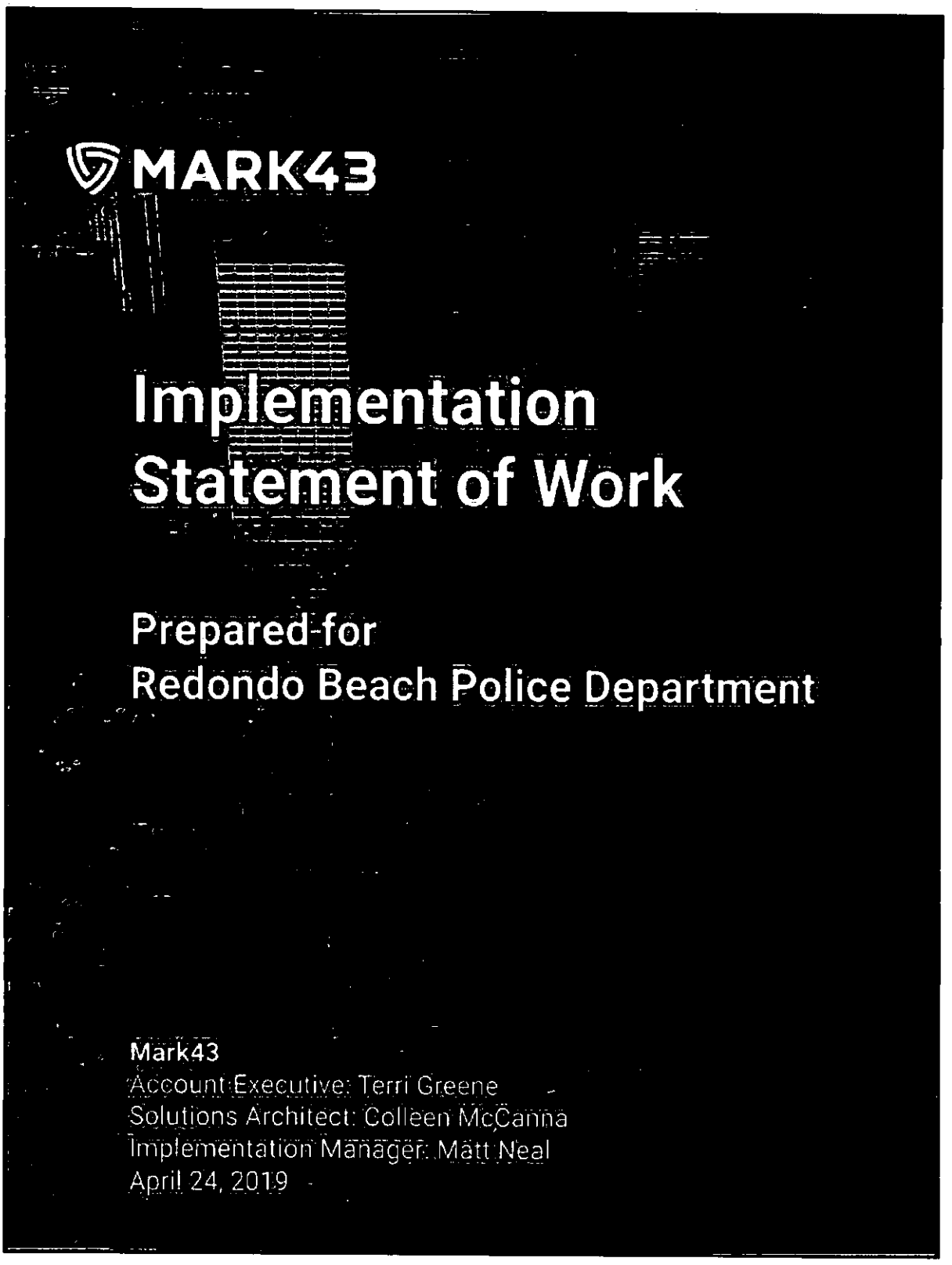
ii. **Subcontractors:**

Subscriber consents to Mark43's use of the following subcontractors: [any subcontractors to be determined at a later date and shall be subject to Subscriber's approval]

Appendix B

Statement of Work (CAD)

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MARK43
Implementation Statement of Work
Prepared for
Redondo Beach Police Department
Mark43
Account Executive: Terri Greene
Solutions Architect: Colleen McCanna
Implementation Manager: Matt Neal
April 24, 2019

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1. SOW OVERVIEW

This Statement of Work (this "SOW"), outlines tasks required for Mark43 Project Team (hereafter Mark43 Project Team) to provide the Mark43 platform functionality purchased (hereafter Mark43 subscription) to the City of Redondo (hereafter Client) in accordance with the Software License and Services Agreement entered into between the parties (the "SLSA"). Mark43 Project Team shall perform in accordance with this SOW, which shall be effective from the Effective Date until Go Live of the Mark43 CAD. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the SLSA.

This document's intention is to outline the implementation services, data conversion scope, and 3rd party integration scope that were purchased along with the Mark43 system/that accompany the Mark43 software implementation. This document outlines project implementation scope, Mark43 responsibilities, Subscriber responsibilities, implementation governance, and a project outline. Any changes to this document will be handled as specified in Section 2.14 (Authorized Changes) of the SLSA. If a service is not listed in this document, it is not considered part of the project.

2. PROJECT MANAGEMENT

2.1 PROJECT MANAGEMENT OVERVIEW

A Mark43 Implementation Lead will serve as Subscriber's main point of contact during implementation. The Implementation Lead will help guide Subscriber through the phases of implementation – from the initial kick-off call to cutover to live operations – and assist with any questions Subscriber might have throughout the process. The Implementation Lead aims to bring together recommended best practices, blending the implementation and project coordination processes to provide meaningful support throughout the project lifecycle.

While the Implementation Lead is responsible for driving the implementation process, assistance from Subscriber is necessary to facilitate the project. Subscriber's project team will need to set aside time for workflow and configurations validation sessions, data reconciliation, testing, and training. The Implementation Lead will outline the scope of these responsibilities at the kick-off meeting for the project.

If Subscriber anticipates having limited availability, then Subscriber may want to purchase additional services from Mark43 to reduce the amount of time required from Subscriber. In addition, once live on the Service, Subscriber may decide to implement additional functionality or modules. In such cases, the Subscriber should handle such requests through the Change Order (CO) process outlined in the Change Management section.

Once implementation has been completed, the Mark43 Customer Success Team will assume responsibility as the primary point of contact, and always be available to answer any questions that may come up as you begin using the Mark43 service. In addition, we staff a 24/7 Help Desk to assist with ground-level questions as they arise, and an online workflow portal that outlines out of the box Mark43 functionality. Support services are covered by your Annual Subscription, Maintenance & Support Fees.

2.2 PROJECT MANAGEMENT SCOPE

As indicated above, the Implementation Lead will guide the Subscriber through the implementation. Coordinated effort and cooperation from Subscriber is necessary to facilitate the implementation. The following table breaks down general responsibilities for both Mark43 and Subscriber, outlining activities that are included in the scope of the Implementation.

Mark43 Responsibilities	*Subscriber Responsibilities*
• Work with Subscriber resources to keep the project on schedule • Coordinate Mark43 resources • Collaborate on developing, managing, and maintaining the project schedule/timeline/plan • Regular status updates • Work with Subscriber to manage open issues • Verifying product(s) configuration and data conversion • Support the testing process • Compile any new requests for custom development and work with the Subscriber through the Change Order process outlined in the Change Management section • Manage expectations, questions, and internal processes for implementation • Review procedures for transitioning Subscriber to sustainment • Basic cutover documentation and assistance as outlined within this SOW • Transition Subscriber points of contact to the Mark43 Customer Success Team. The Customer Success Team will be the ongoing point of contact for consulting needs.	• Participate in all scheduled and recurring meetings including but not limited to those relevant to project status updates, project health, deliverables, and milestones • Manages Subscriber resources to complete all assigned tasks on time • Work with Mark43 to manage open issues • Collaborate on developing, managing, and maintaining the project schedule/timeline/plan • Work with Mark43 on reviewing and approving major milestones in accordance with predetermined acceptance criteria • Ensure technical requirements provided to Subscriber by Mark43 are met • Introduce the Implementation Lead to third parties, as necessary • Complete Mark43 templates, questionnaires, and all other requirements or documents needed • Complete any assigned configuration tasks and uploads of Subscriber data • Dedicate or mark available on an as-needed basis appropriate resources to review system configuration, workflows, or converted data (Mark43 recommends that representatives from all affected user groups participate) • Migrate and populate Subscriber data as applicable • Lead and support all testing processes, ensuring completion as outlined within the project plan • Help verify product(s) configuration and data conversion

The following activities and responsibilities are excluded from the scope of the implementation:

- Implementation of products or delivery of services not included within this SOW or the contract
- End user or train-the-trainer training for any employee or affiliate of the Subscriber unless purchased and outlined separately
- Evaluation of the Subscriber's current state practices, policies, or procedures for the purpose of process improvement or performance improvement
- Troubleshooting of any issues not related to Mark43 software, Mark43 development, or Mark43 integrations unless otherwise outlined
- Migration of data to Mark43 from other systems or third parties other than those specified in this SOW or the contract

- Interfacing, or integration, from or to Mark43 from other systems or third parties other than those specified in the order form or contract
- Installation of any non-Mark43 software, servers, workstations or any other hardware
- Export of Mark43 data to other systems or third parties other than those specified in the order form or contract

For any tasks, deliverables, or services not included in scope that the Subscriber wishes Mark43 to perform, the Subscriber must submit a Change Order (CO) following the process outlined in the Change Management section.

2.3 PROJECT MANAGEMENT GOVERNANCE

ESCALATION PATH:

Mark43 and Subscriber will work together to outline a full Governance Structure document detailing the persons for each Mark43 and Subscriber Team role. This document should include an escalation path for issues on both sides, an executive sponsor, and detail, as much as possible, the members of each working group.

MARK43 TEAM	
Role	*Responsibility*
Implementation Lead	• Primary point of contact for the project • Manages the project schedule/timeline and provides regular status updates to all stakeholders • Coordinates and schedules Mark43 resources • Handles escalated issues
Implementation Analyst	• Primary point of contact for day-to-day functions of the project • Ensures project tasks are on schedule and being completed • Manages risks and escalates issues • Handles workflow and configuration issues and questions
Technical Services Lead	• Primary technical point of contact for the project • Scopes, defines requirements, and schedules integrations, conversions, or any other technical services work • Manages integration and data conversion project schedule • Coordinates and schedules Mark43 technical resources • Handles escalated technical issues • Communicates with third-party vendors (if any)
Technical Services Engineer	• Develops integrations and/or data conversions • Escalates technical, workflow, or business issues • Communicates and works with third-party developers and vendors (if any) • Triages and handles bugs reported
Customer Help Desk Team	• Assist with general product questions and configuration activity

SUBSCRIBER TEAM	
Role	*Responsibility*
Executive Sponsor	• Command Staff representative for the agency

	• Has authority to represent the agency and provide or obtain sign-off on major decisions during the project • Assists with change management and potential policy changes within the agency • Helps govern relevant project stakeholders / working group leaders
Project Lead	• Primary point of contact for the agency • Participates in regular check-ins and status updates with the team • Review and approve major milestones • Manages and escalates issues • Has authority to represent the agency and get sign-off on major decisions during the project
Business Point of Contact	• Has knowledge of existing workflows, processes, configurations, and systems, or has the resources to find business users needed to provide knowledge • Has authority to represent the agency and get sign-off on business decisions around workflows, configurations, integrations, and data conversions • Helps define scope and requirements for configurations, integrations, and data conversions
Technical Point of Contact	• Has knowledge of existing systems, integrations, and vendors/parties involved • Has authority to represent the agency and get sign-off on major technical decisions • Provides network, data, system, or other access deemed necessary for completion of integration and data conversion development work • Provides documentation and other resources on data, schemas, systems as needed
Validation Point of Contact	• Has enough business and technical knowledge to be able to validate and sign-off on acceptance of workflows, configurations, integrations, and data conversions • Has authority to represent the agency and get sign-off on acceptance of integrations and data conversions
Working Group Leads	• Primary points of contact for each affected user group area. There should, at least, be one person for sworn, IT, records, and each major module being implemented.
Training Point of Contact	• Primary point of contact for user training

2.4 PROJECT MANAGEMENT PHASES AND ACTIVITIES

2.4.1 PHASE 1: Project Kick-off and Implementation Planning

Phase 1 focuses on kicking off the implementation, and planning installation of the Mark43 software. Mark43 will work closely with the Subscriber to outline the implementation, review project planning documentation, and analyze business process to help outline configuration needs. This includes meeting with identified working groups within the department, conducting research, and introducing individuals to how similar workflows will function in Mark43. The Subscriber will need to ensure full assembly of the Subscriber project team and working groups as well as completion of any questionnaires sent within one month of receipt.

The Subscriber agrees to use the file/document sharing methodology proposed by Mark43.

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Tasks	Task Details / Deliverables
Planning Documentation	• Foundation Questionnaire • Pre-Department Assessment Technical Questionnaire (Integration and Data Conversion Scoping Questionnaires) • Project Governance Structure Document • Background Checks • Introduction to Integration Scoping and Planning • Introduction to Data Conversion Scoping and Planning
Department Assessment	• Foundation Questionnaire Results Review • Initial Product Demonstration • Mark43 Workflow Guide(s) Review
UCR Contact	• The Subscriber will need to work with Mark43 to introduce and establish communication with the Subscriber UCR contact
Other Specialty Content Contact	• For any other specialty areas, the Subscriber will need to work with Mark43 to introduce and establish communication with the Subscriber point of contact (e.g. GIS experts)
Project Plan	• Introduction of base project plan for Mark43 and Subscriber collaboration • Mark43 will provide the Project Plan via Asana and Instagantt - unless otherwise determined/specified by the Agency

2.4.2 PHASE 2: Project Implementation: Configuration and User Acceptance Testing (UAT)

Phase 2 involves introducing the key working group leads and Super Users/SMEs to system configuration scope and options for the implementation. The depth and breadth of configuration required will be determined during project planning and scoping in Phase 1 based on the questionnaires Mark43 sent to the Subscriber. Concurrently, Mark43 will deliver a User Acceptance Testing (UAT) plan and test script document for review and updating by the Subscriber. Data Migration/Conversion and Interface (3rd Party Integrations) planning will also begin; for more information on these activities, please refer to the Data Conversion and 3rd Party Integration Scope sections of this document.

Tasks and deliverables within this phase may overlap with tasks, deliverables, or activities included in phase 3. Tasks within phases 2 and 3 may be concurrent.

Tasks	Task Details / Deliverables
Configuration Overview	• Conduct a system familiarization training overview with identified Super Users/SMEs in a tenant that has been lightly-configured for the participating agency/Subscriber • Subscriber gains access to the lightly-configured tenant for some initial workflow testing • Mark43 provides Subscriber with Foundation workflow guide, the Subscriber reviews and owns updating documentation
Configuration Sessions	• Mark43 will hold a configuration training session for the Subscriber staff that will be assisting and reviewing configuration settings
UAT Introduction	• Mark43 outlines standard UAT methodologies, timing, and logistics • Subscriber is responsible for resource scheduling and logistics

	• Mark43 provides base workflow testing outline
UAT Documentation	• Mark43 will provide documentation detailing the minimum scripts to be reviewed and tested
Data Conversion Planning, Testing, and Completion	• Mark43 will work with the Subscriber and provide a Data Migration Plan or Decision Document to determine the plan with Subscriber. Timing and milestones will be included in the project plan where appropriate • For further details reference the Data Conversion Scope section of this document
Integrations Planning, Testing, and Completion	• Please reference the 3rd Party Integrations Section of this document for details on integration planning, documentation, testing, and completion. Timing and milestones will be included in the project plan where appropriate
Training Needs Assessment	• Identify current department training infrastructure, resources, and methodologies • Mark43 will provide the Subscriber with documentation outlining current Mark43 Course Offerings

2.4.3 PHASE 3: Training

Phase 3 includes Mark43 delivery of training documentation/material, and assistance coordinating training logistics. This phase also includes Mark43 train-the-trainer courses. The Subscriber is responsible for incorporating feedback from workflow configuration and UAT sessions into training documents.

Tasks and deliverables within this phase may overlap with tasks, deliverables, or activities included in phase 2. Tasks within phases 2 and 3 may be concurrent.

Tasks	*Task Details / Deliverables*
Foundation Training Documentation	• Mark43 will provide standardized workflow guides for the agency • Mark43 will provide access to our knowledge portal via Mark43 Help Center
Training Logistics	• Where possible, Mark43 will assist and offer previous best practices on coordination of training logistics
Train-the-Trainer	• Mark43 will provide the purchased number of train-the-trainer sessions
Additional Training	• For any additional training outside of what is defined within this SOW or the contract, the Subscriber should follow the Change Order process outlined in the Change Management section to request additional training services

2.4.4 PHASE 4: Cutover and Go-Live

Phase 4 focuses on the final activities necessary for cutover to Mark43 production. Mark43 will provide a cutover checklist detailing tasks necessary for the client to cutover to the production tenant.

Mark43 and the Subscriber will hold a go/no-go meeting no less than 30 calendar days prior to the planned go-live date as outlined in the collaborative project plan to assess readiness.

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Tasks	*Task Details / Deliverables*
Cutover Checklist	Mark43 will provide a foundation cutover checklist for the Subscriber. This checklist details: • Tasks necessary to cutover to Mark43 • Go-live readiness steps • Any final changes needed before go-live Mark43 will also provide guidance on navigating this plan and collaborate with the Subscriber to ensure Subscriber can complete all tasks.
Go-live Readiness	Mark43 and the Subscriber will hold a joint go/no-go meeting to assess the Subscriber's readiness to go-live and being use of Mark43 products.
Go-live and Hypercare	Mark43 will provide three (3) days of cutover support onsite between 0700 - 1800 local. Reference **6.0 - Hypercare** below for additional information
Customer Success Transition	The Mark43 Implementation Lead will introduce the Mark43 Customer Success Team to the Subscriber and outline: • Maintenance plan • Issue escalation • Ongoing status updates

2.5 IMPLEMENTATION OPTIONS OVERVIEW

Implementation Expectations Table

SKU	*IMP 2*
Tasks	**Frequency**
Status Calls and Updates Cadence	Every other week
Configuration Support	In-person
Implementation Onsite Schedule	Bi-Monthly, maximum
Technical Services Onsite Schedule	Remote
Quality Assurance on any Interface Development	Remote
Quality Assurance on Any Data Migration	Remote
Foundation Training Documents	Provided, minimal configuration
Hypercare Presence	In-person
Business Process Analysis	In-person
Project Manager and Business Analyst Resourcing	Shared Implementation Associate
Target Project Duration	8 months

2.6 STATUS REPORTING

Mark43's Implementation Team will provide a bi-weekly status report that outlines the progress / status of the core project tracks, as well as a risk overview. The status report will highlight key accomplishments since the previous reporting period, and upcoming activities planned.

3. THIRD PARTY INTEGRATION SERVICES:

Mark43 supports a number of different integration methods to suit the varying needs of clients, vendors, and partners. Mark43 is built using service-oriented architecture; therefore, every system activity has a RESTful API call to accomplish a user action to transfer data to or from the system. In addition, for partners that prefer other methods of integration either through a direct database connection or file transfer, Mark43 supports those needs through a comprehensive set of generic and custom solutions.

3.1 INTEGRATION TIERS

Mark43 provides 5 categories of integrations and ongoing maintenance:

Integration Tier/SKU	*Mark43 Task Details*	*Subscriber and Vendor Task Details*
[INT 1] Custom Level 1	• Integrations on the "Mark43 Industry Standard Integration Types" list that require minimal development work by Mark43 and may require: ○ Custom development, data transformation, or configuration by Mark43 ○ An on-premise integration server installation ○ Maintenance of a regular job by Mark43 • Mark43 responsibilities ○ Install Mark43 custom software on the integration server ○ Complete data transformation, configuration, and development ○ Maintain job to post or pull data from Mark43	• Subscriber responsibilities ○ Provision Mark43 integration server • Vendor responsibilities ○ Provide documentation and assist with data transformation and configuration as needed/available
[INT 3] Custom Level 3	• Custom integrations built by Mark43 that require: ○ Potentially multi-directional data transfer between Mark43 and the external system ○ An on-premise integration server installation ○ Maintenance of a regular job ○ Custom data transformation or configuration	• Subscriber responsibilities ○ Provision Mark43 integration server • Vendor responsibilities ○ Provide documentation and assist with data transformation and configuration as needed/available

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	• Mark43 responsibilities ○ Install Mark43 custom software on the integration server ○ Complete data transformation, configuration, and development	
Maintenance and Support	Subject to the terms and conditions of the MSA, Mark43 will provide Maintenance Services for all deployed interfaces. Maintenance Services shall consist of the following: • Mark43 will maintain the application software installed on the integration server(s) • Mark43 will update the docker containers on the integration server(s) as part of the bi-weekly Mark43 release cycle • Mark43 will resolve any defects in the operation of the interface in a timely manner	

3.2 INTEGRATION ACTIVITIES

Mark43 will provide integration services to the Subscriber. Mark43 will perform the work and tasks required to design, develop, optimize, test and integrate the Mark43 platform with 3rd party systems as outlined in this SOW.

Integration Name	*Tier/SKU*	*Direction*
CLETS	INT 3	Bi-directional
Cry Wolf	INT 1	One way from CAD
WestNet / Zetron	INT 1	One way from CAD
Firehouse	INT 1	One way from CAD
SPIDR	INT 1	One way from CAD
ANI/ALI Vesta / E911 Interface to Mark43 CAD	INT 1	One way to CAD

Phases / Tasks	*Task Details*	*Deliverables*
Scoping	The purpose of the scoping phase is to establish and sign-off on the agreed-upon scope of the integration. This includes: • Discussions between Mark43, the Agency, and the Third-Party Vendor • Exchange of documentation on Mark43/Third Party Vendor APIs, databases, or data systems • Provisioning data access (i.e. database connection, API credentials, file server location, sample/test data, etc.) • Completion and sign-off on Interface Control Document	• Data Documentation • Data Access Credentials • Sample/Test Data • Interface Control Document

Development	The development phase constitutes the actual development work required to get the interface running in a test environment. This includes: • Initial development work • Initial testing/validation • Integration running against test environment (if available)	• Integration set-up and running against test environment (if available)
Configuration	The validation phase is a joint effort between all parties involved to validate and sign off on acceptance of the integration. This includes: • Performing of validation by the agency Validation Lead and end user acceptance (if applicable) • Reporting/triaging of bugs • Bug fixes and re-test • Sign-off on interface acceptance/completion by the agency Validation Lead	• Sign-off on interface acceptance

4. TRAINING

4.1 TRAINING OVERVIEW

Mark43 will provide Train-the-Trainer courses and curriculum. The Training curriculum includes Train-the-Trainer courses designed to prepare Agency Trainers for end-user training and Administration courses designed to prepare Agency admin personnel to configure and support the System.

4.2 TRAINING SCOPE

The following trainings are included with the purchase of Mark43 subscription items.

Course	Format
RMS Fundamentals	Two (2) onsite sessions
RMS Mobile	Two (2) onsite sessions
RMS Case Management	Two (2) onsite sessions
RMS Evidence	One (1) onsite session
RMS Warrants	One (1) onsite session
Records Group / Compliance	One (1) onsite session
System Administration	One (1) onsite session
BI Suite	One (1) onsite session
Data Lake	One (1) remote session
CAD First Responder (Includes Data Exchange)	One (1) onsite session

CAD Dispatch (Includes Data Exchange	One (1) onsite session

5. INTERFACE SERVER SPECIFICATIONS

Interface servers are on-premise servers which Mark43 uses to run integrations developed by Mark43. These servers allow Mark43 integrations to access on-premise agency systems. Mark43 supports these servers from the VM up and ensures that interfaces running on these servers are maintained and monitored.

Support:
The preferred model is that the agency provision these servers and maintain them from hardware/vm up through the operating system. Mark43 will maintain the application software installed on this server, which consists of:

- Docker
  - This runs all the application software in an easily manageable way
- Rancher
  - This orchestrates and applies updates to the scripting logic that the docker containers run

Note: The agency may choose to install other software (e.g. monitoring software) on this server as long as it does not interfere with the operation of the Mark43 provided application software.

Releases:
The docker containers running on the interface server update themselves as part of the normal Mark43 release cycle. This is to ensure compatibility with any API changes made to the internal Mark43 API.

Maintenance:
If the agency needs to apply patches to the interface server this can be done safely by rotating servers in & out. Mark43 does ask to be notified when this happens, to ensure the the docker service running the integration scripts restarts successfully when the server is restarted.

6. TECH SPECS:

Number	2 servers per agency (only 1 high-availability of integration is not required)
OS	Ubuntu 16.04

RAM	8 GB
CPU	4 core
HDD	128 GB SSD
Network	1 NIC at 100 MBPS (2 NICs at 1 GBPS or greater preferred)

7. NETWORKING/FIREWALL SETUP:

Inbound

- SSH over client VPN
- HTTPS over client VPN
- All other IPs/ports inbound from public internet should be closed

Outbound:

- TCP 443,5000 to 0.0.0.0/0

VPN:

Mark43 will SSH to this server over the client VPN to install docker and do any maintenance tasks that can't be completed by the automatic script updates

User Accounts:

Mark43 will need sudo access on this server to do the docker installation.

Assigning Static IP Addresses:

The agency should do this:

1. Log in to the server with the username and password.
2. Enter the following command *sudo nano /etc/network/interfaces*
3. Delete the line *iface eno1 inet dhcp*
4. Add the following lines. Replace the text in <> with your network appropriate information. We recommend using 8.8.8.8 and 8.8.4.4 for your DNS server:

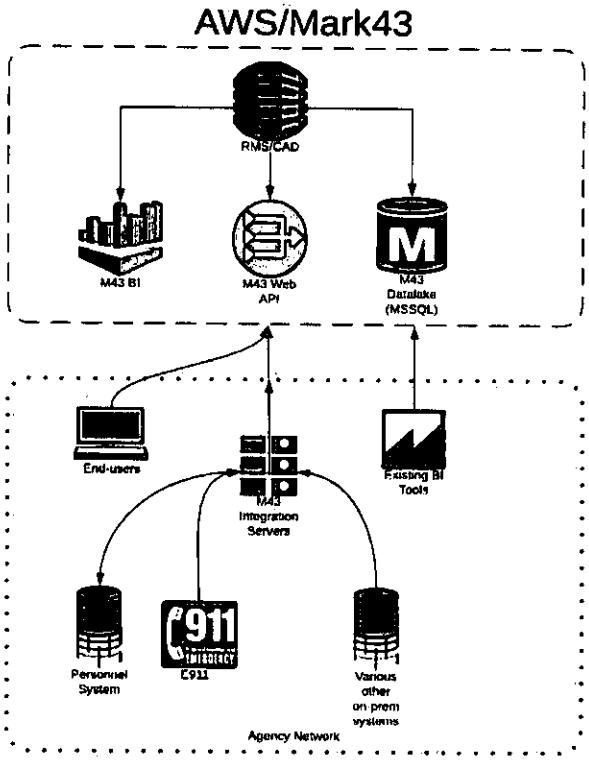
   iface eno1 inet static
   address <ip address>
   netmask <subnet mask>
   gateway <default gateway>
   dns-search <DNS search domain>
   dns-nameservers <dns server> <optional secondary dns server>

5. Type *control+x* to exit
6. press *y* to save
7. Press *enter* to confirm the name /etc/network/interfaces.
8. Type *sudo reboot* to restart the server.

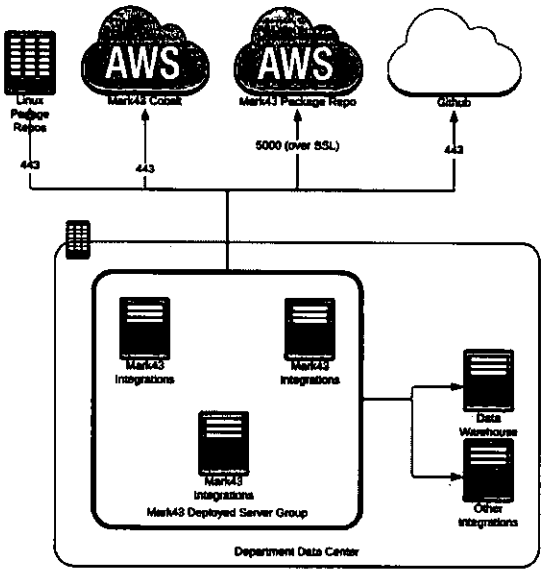
M43 BI:
Allows agencies to investigate and report of their data within M43

M43 Web API:
Allows agency and contractor IT staff to interact with CAD/RMS data. Comonly used to automate workflows and build integrations. Also used by M43 to build integrations.

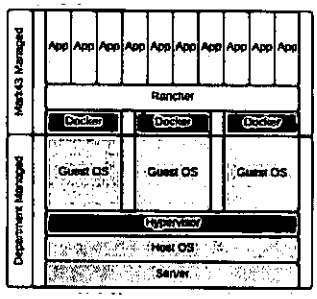
M43 Datalake:
Read-only database access to all agency data in the application. Commonly used for BI, datawarehousing and large data pulls.



Mark43 Deployed Architecture



Integration Server Stack



8. HYPERCARE

Upon cutover to Mark43, Contractor personnel will assist the Agency in placing the System into production use. Contractor personnel will be on-site at least one (1) day prior to live operations and will provide post-cutover on-site support for three (3) days during standard business hours (0700 - 1800). Mark43 personnel will help answer system and functional questions as they arise onsite, and any questions/issues discovered outside of standard business hours will be routed to Mark43's 24/7 Customer Help Desk.

Agency Trainers will be scheduled to provide knowledgeable Agency support to all shifts during the first few days after cutover to live operations in conjunction with the scheduled Contractor staff.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2020 — 6/18/2019

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

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

PRODUCER: Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No, Ext): — FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1440826: Mark43 Inc. 28 East 28th Street, 12 Floor New York NY 10016	INSURER A: Continental Casualty Company — NAIC # 20443 INSURER B: Valley Forge Insurance Company — NAIC # 20508 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 15089516 **REVISION NUMBER:** XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	6056688404	1/26/2019	1/26/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ $1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [X] $1,000 Comp [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY [X] $1,000 Coll.	N	N	6056688399	1/26/2019	1/26/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	N	N	6056688449	1/26/2019	1/26/2020	EACH OCCURRENCE AGGREGATE SIR	$ 10,000,000 $ 10,000,000 $ 10,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	6056688435(AOS)	1/26/2019	1/26/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Tech/E&O	N	N	EON G2901274A 002	1/26/2019	1/26/2020	$5M each claim/$5M agg. Ded $25M each claim	
A	Property			6056688404(Property)	1/26/2019	1/26/2020	BPP $26,530 Ded: $1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED

CERTIFICATE HOLDER

15089516
CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE: Michael P. Calabrese

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SOFTWARE LICENSE AND SERVICES

This Software License and Services Agreement (this "**Agreement**") is effective as of **December 19, 2017** (the "**Effective Date**") by and between Mark43, Inc. ("**Mark43**"), with a place of business at 28 E. 28th 12th Floor, New York, NY 10016, and City of Redondo Beach ("**Subscriber**"), with a place of business at 401 Diamond St., Redondo Beach, CA 90277.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1 **Defined Terms**. Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense as the context requires.

1.2 "**Affiliate**" means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

1.3 "**Applicable Law**" means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.

1.4 "**Applications**" means the Records Management System, Computer-Aided Dispatch and Evidence Management Applications, as described in Schedule A.

1.5 "**Authorized User**" means an Affiliate, employee or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the SaaS Services.

1.6 "**Documentation**" means the user guides and user manuals for the SaaS Services that Mark43 provides to Subscriber.

1.7 **"Integration Control Document"** means the agreement, if applicable, governing any integrations with Third Party Applications.

1.8 "**Intellectual Property Rights**" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

1.9 "**Professional Services**" means the evaluation, consultation, implementation, customization, configuration and other services offered by Mark43 in connection with the SaaS Services.

1.10 "**SaaS Services**" means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by Subscriber, including any Documentation thereto.

1.11 **"Services"** means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.

1.12 **"Software"** means the object code version of Mark43's computer software and all Updates made available by Mark43 to Subscriber under this Agreement.

1.13 **"Statement of Work"** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.

1.14 "**Subscriber Data**" means all data, information, content and other materials stored or transmitted by Subscriber and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third Party Application, excluding any Third Party Data and any Mark43 Data.

1.15 "**Term**" means the Initial Term and any Renewal Term.

1.16 **"Third Party Application"** means a third-party service **approved by Mark43** to which Subscriber and any Authorized User facilitates Mark43's access to, and use, of the SaaS Services, via an application programming interface or other means.

1.17 **"Third Party Components"** means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).

1.18 **"Third Party Data"** means any data owned by a third party that Mark43 provides to Subscriber via the SaaS Service.

1.19 "**Third Party Provider**" means third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.

1.20 "**Updates**" means any and all new releases, new versions, patches and other updates for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers of the SaaS Services.

1.21 "**Vendors**" means third parties with whom Mark43 contracts to provide components of the SaaS Services, and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).

1.22 "**Website**" means any Internet website through which Mark43 provides the SaaS Services under this Agreement.

2. **SERVICES**.

2.1 **SaaS Services**. During the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber's internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Website through the Internet as set forth in **Schedule C**, "**Technical Requirements**." Subscriber will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.

2.2 **Professional Services**. Mark43 offers Professional Services in connection with the SaaS Services as further described in Schedule A. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.

2.3 **Access to Documentation**. Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.

2.4 **Support Services**. Mark43 will provide a telephone-based help desk through which it will respond within a reasonable time to inquiries about the SaaS Services from Subscriber via telephone and email (excluding U.S. Federal holidays) 24 hours a day and 7 days a week for the SaaS Services as set forth in Schedule A.

2.5 **Restrictions on Use.** Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a "service bureau" basis or allow any third parties to use the SaaS Services; (v) allow unauthorized third parties to view or utilize ("disclose") the SaaS Services or any of its components (authorized third parties

shall include any other law enforcement agent or agency or individuals Subscriber deems authorized to view sensitive data. Such disclosure shall be limited to only such information necessary to accomplish a particular law enforcement objective); (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third Party Data; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (x) introduce into the Services an viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (xi) use the Services to post advertising or listings; (xii) use the Services to defame, abuse, harass, stalk, or threaten others; (xiii) permit access or use of the Services by any individual outside the United States; (xiv) hide or obscure any Authorized User's location; (xv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Mark 43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in Additional Terms, as defined in Section 2.10 below.

2.6 **Security Obligations.** Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. Subscriber agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. [In addition, Authorized Users may log into the SaaS Service from only one location at any given time – concurrent usage (or sign in) under a single username is prohibited.] Subscriber is responsible for all activities conducted within User accounts in use of the SaaS Service. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.

2.7 **Title.** As between Mark43 and Subscriber, Mark43 retains title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. Mark43's licensors retain title to and ownership of the Third Party Data and the Third Party Components, including all copyrights and other intellectual property rights relating thereto. Subscriber will have no rights with respect to the SaaS Services, the Third Party Data or the Third Party Components other than those expressly granted under this Agreement. Any suggestions for changes or improvements to Services that Subscriber provides to Mark43, whether solicited by Mark43 or not, shall be owned by Mark43 and Subscriber hereby irrevocably assigns, and shall assign, to Mark43 all right, title, and interest in and to such suggestions. Mark43 shall have no obligation to incorporate such suggestion into its products or Services.

2.8 **Subscriber Data.** As between Mark43 and Subscriber, Subscriber owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Subscriber Data. Subscriber shall have the sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to share the Subscriber Data with Mark43 as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, including, without limitation Section 5.2, Subscriber hereby grants to Mark43 an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Subscriber Data to: provide the SaaS Services to Subscriber and other Mark43 subscribers; analyze the Subscriber Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license this aggregate data to Affiliates, agents, business partners, and other third parties; for Mark43's internal purposes to improve the Applications, Software, and related services, and any other uses disclosed in or related to performance under the Agreement or any statement of work.

2.9 **Third Party Applications.** If Subscriber installs or enables a Third Party Application for use with the SaaS Services, Subscriber grants (and will cause the applicable third party to grant) Mark43 permission to access Subscriber Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the SaaS Services subject to Schedule A Subsection 7(c). In no event will Mark43 be responsible for any Third Party Application, or for any failure of a Third Party Application to properly interoperate with the SaaS Services except where such

interoperability is a condition precedent to execution of this Agreement. If Mark43 receives information that a Third Party Application may violate any Applicable Laws or Third Party rights, Subscriber will, promptly upon receiving notice of the foregoing from Mark43, disable any connection between such Third Party Application and the SaaS Services to resolve the potential violation (and if Subscriber fails to promptly disable such connection, Mark43 shall have the right to do so). In addition, in the event that Subscriber fails to properly obtain the grant of rights to Mark43 to access and use Third-Party Data as required for the interoperation of that Third-Party Application, Subscriber shall defend, indemnify, and hold harmless Mark43 from any and all claims based on Mark43's use of such Third-Party Application.

2.10 Third Party Components.

(a) **Use of Third-Party Components.** Mark43 may use Vendors to subcontract the performance of its duties and obligations hereunder and to provide certain functions of the Services, including without limitation, hosting and data analysis. Certain Vendor policies and terms and conditions of service shall apply to the Services. Such terms, or URL locator addresses for such terms, will be provided on **Schedule D** or in writing from time to time, proffered to subscriber as "**Additional Terms.**" If any of the Vendors and/or licensors of the Third-Party Components require Mark43 to flow down any Additional Terms Subscriber, Subscriber's use of such Third-Party Components, as incorporated into the SaaS Service, shall be notified in writing regarding such Additional Terms. Mark43 shall use commercially reasonable efforts to give Subscriber the opportunity to review such terms prior to their effective date. If prior notification cannot take place, Mark43 will transmit such terms to Subscriber within 96 hours of Mark43's receipt of such information. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern with respect to Subscriber's use of the applicable Third Party Component.

(b) **DISCLAIMER REGARDING THIRD PARTY COMPONENTS.** MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.11 Third Party Data. Subscriber shall access and use the Third Party Data in accordance with the terms and conditions of the agreement between the Subscriber and the provider of such Third Party Data. MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY DATA, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.12 Agreements with Third Party Providers. Subscriber, and not Mark43, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the Subscriber requested interfaces, and for paying all fees, costs and expenses of Third Party Providers.

2.13 Changes to Services. Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the Services.

2.14 Authorized Changes. Either Party may request a change to the Statement of Work (Exhibit A) required under this Contract on any task including but not limited to, alterations, additions, deviations, and omissions from or to the scope of work. Mark43 shall provide Subscriber with a written assessment, within a reasonable time, identifying the price and schedule impact of implementing the change, if any. Neither Party shall be obligated to commence work on the requested change until they have agreed in writing to an equitable adjustment.

3. FEES AND PAYMENT TERMS.

3.1 Fees for Mark43 Services. Subscriber will pay Mark43 fees as stated on Schedule A (the "**Fees**") attached hereto in accordance with the payment schedule set forth on Schedule A. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars,

and all payments will be made in U.S. dollars. Overdue payments will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under Applicable Law, from due date until paid. Subscriber will pay any sales, use or other tax related to the license and services provided hereunder, exclusive of income taxes and payroll taxes relating to Mark43's employees. Subscriber agrees that its use of and payment for Services constitutes its inspection and acceptance of such Service.

3.2 Third-Party Data and Third-Party Components. Additional fees may apply to the use of certain Third-Party Data and Third-Party Components, which if provided by Mark43, such fee may be included within the Fees. Mark43 may pass through any increase in such fees for Third Party Components or Third Party Data, relating to any existing Services, by giving Subscriber thirty (30) days' advance written notice.

3.3 Taxes. Subscriber will be responsible, as required under applicable law, for identifying and paying all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("**Indirect Taxes**"). All Fees are exclusive of Indirect Taxes. If Subscriber is exempt from paying Indirect Taxes, it shall provide to Mark43 exemption certificates, or a direct payment permit certificate, or such information to Mark43 as reasonably required and requested to determine whether Mark43 is obligated to collect Indirect Taxes from Subscriber. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement.

4. TERM AND TERMINATION.

4.1 Term.

(a) Initial Term. The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule A, unless and until terminated in accordance with Section 4.2 (the "**Initial Term**").

(b) Renewal Terms. Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule A (each, a "**Renewal Term**") at the rates set forth on Schedule A, unless either party provides the other with written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.

4.2 Temporary Suspension and Termination for Cause.

(a) Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

(b) If Mark43 reasonably determines that Subscriber's use of the Services either: (i) fails to comply with the Restrictions on Use in Section 2.5; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on Mark43's systems, the Services, or the systems or content of any other subscriber; or (iv) subjects Mark43 or its Affiliates to possible liability, then Mark43 may immediately upon notice temporarily suspend Subscriber's and any Authorized User's right to access any portion or all of the Services, pending remedial action by Subscriber, or after a period of 30 days, terminate the Services.

4.3 Effect of Termination. In the event of any termination or non-renewal of this Agreement,

(a) Subscriber will pay Mark43 all amounts payable hereunder as of the effective date of termination or non-renewal;

(b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services; and

(c) Mark43 will provide records to Subscriber in accordance with its transition assistance services ("**Transition Assistance**") as set forth in Schedule B.

(d) Subscriber will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in Subscriber's possession or control.

4.4 Survival. The following provisions will survive any termination or expiration of this Agreement: Section 2.7 ("Subscriber Data"), Section 2.9 ("Third Party Components"), Section 2.10 ("Third Party Data"), Section 4.3 ("Effect of Termination"), Section 5 ("Confidentiality"), Section 6.2 ("Disclaimer"),

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Section 7 ("Limitation of Liability"), Section 8 ("Indemnification"), Section 9 ("Miscellaneous Provisions"), Schedule B ("Transition Assistance") and this Section 4.4 ("Survival").

5. **CONFIDENTIALITY.**

5.1 **Definition of Confidential Information.** For the purposes of this Agreement, "**Confidential Information**" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Mark43's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "**Receiving Party**"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "**Disclosing Party**"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

5.2 **Use and Disclosure of Confidential Information.** The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 5.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's elected and appointed officials, officers, employees, attorneys and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

5.3 **Protection of Confidential Information.** The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care). Each Party shall notify the other Party as soon as reasonably practicable in the event that Confidential Information is believable to have been compromised.

5.4 **Employee and Independent Contractor Compliance.** The Receiving Party will, prior to providing any elected and appointed official, officer, employee, attorney and independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.

5.5 **Required Disclosures.** In the event that either Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process or by any law, rule or regulation of any governmental agency or regulatory authority) (for purposes of this paragraph, each, a "Request") to disclose any of the Confidential Information of the other Party, such Party shall provide the other Party with prompt written notice of any such request or requirement so that such other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. If, in the absence of a protective order or other remedy or the receipt of a waiver, and if one Party is nonetheless, legally compelled to disclose Confidential Information, such Party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such Party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal. Without limiting the foregoing, Subscriber further agrees to indemnify and hold harmless Mark43, its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from all claims, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and expert and consulting fees), incurred or expended by Mark43 in connection with a Request for the disclosure of Confidential Information of Mark43 or Subscriber (including, without limitation, Subscriber Data).

5.6 **Information Collected Through SaaS Services.** Subscriber is solely responsible for compliance with applicable laws related to the manner in which Subscriber chooses to use the Services, including

Subscriber's transfer and processing of Subscriber Data. Subscriber understands and agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, and tracking physical location, which may include personal identifying information. Subscriber agrees that Mark43 may use such information to (i) provide more effective Services, (ii) to develop and test its Services, (iii) to aggregate such information and combine it with that of other Users, and (iv) to use anonymous aggregate data to improve the Services or for marketing, research or other business purposes. Provision of Services may involve the disclosure of such information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Subscriber may revoke its consent to Mark43's collecting and using such data at any time by written notice to Mark43; provided, however, that Subscriber agrees that such revocation of consent may impair or render impossible the Subscriber's use of the SaaS Services.

6. REPRESENTATIONS AND WARRANTIES.

6.1 **Power and Authority.** Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not exceed any budget authority limitations. Subscriber further represents that it has not received federal funding in connection with procurement under this Agreement.

6.2 Warranty Against Infringement. Mark43 warrants that to its knowledge, the Deliverables will be free of the rightful claim of any third party by way of infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States. Mark43 further warrants that to its knowledge, no act or omission of Mark43 will result in a third party holding a claim that interferes with the City's use and enjoyment of the Deliverables. Mark43 warrants that it owns or possesses the necessary rights, title and licenses necessary to perform its obligations hereunder. Notwithstanding the foregoing, the foregoing warranty does not extend to: (x) use of the SaaS Services, Software, Services or Products in combination with modules, apparatus, hardware, software, or services not authorized by Mark43 or contemplated for use with the Software, Services or Products; (y) use of the SaaS Services, Software, Services or Products in a manner that is not in accordance with this Agreement or the Documentation; or (z) the alteration or modification of the SaaS Services, Software, Services or Products by a party other than Contractor, unless such alterations and modifications were authorized by Contractor or contemplated for use with the SaaS Services, Software, Services or Products.

6.3 **No Other Warranties.** Use of the SaaS Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders. The SaaS Services do not provide legal advice. Subscriber shall be responsible for all its own actions or failure to act in connection with the SaaS Services. Mark43 cannot guarantee that every error in the SaaS Services or problem raised by Subscriber will be resolved. THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED "AS IS." MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE SAAS SERVICES. MARK43 MAKES NO WARRANTY THAT THE SERVICES WILL BE COMPLIANT WITH ANY REQUIREMENTS OF CJIS (CRIMINAL JUSTICE INFORMATION SERVICES) OR CLETS (CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM) OR ANY EQUIVALENT. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, MARK43 CANNOT GUARANTEE THAT EVERY ERROR IN THE SAAS SERVICES OR PROBLEM RAISED BY SUBSCRIBER WILL BE RESOLVED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

7. **LIMITATION OF LIABILITY**.

7.1 **Liability Exclusion**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF, OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.2 **Limitation of Damages.** MARK43'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO MARK43 BY SUBSCRIBER DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. MARK43 SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA

7.3 **Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. **INDEMNIFICATION**.

8.1 **Indemnification by Mark43**. Mark43 will defend, indemnify and hold harmless Subscriber and its Authorized Users, and each of their elected and appointed officials, officers, employees, attorneys Subscriber certified volunteers, and employees, from any and all claims, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and expert and consulting fees) in connection with any third party claim arising after the Effective Date that the use of the SaaS Services (excluding any open source software) in accordance with this Agreement infringes or misappropriates the United States intellectual property or proprietary rights of third party; provided, however, that the foregoing obligations shall be subject to Subscriber (a) promptly notifying Mark43 of the claim, (b) providing Mark43 with reasonable cooperation in the defense of the claim when Subscriber becomes aware and (c) providing Mark43 with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Mark43 shall not enter into any such settlement without Subscriber's prior written consent, which consent will not be unreasonably withheld, and that Subscriber shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing. If, as a result of any claim of infringement, Subscriber is enjoined from using the Deliverables provided under this Agreement, or if Mark43 reasonably believes that the Deliverables are likely to become the subject of a claim of infringement, Mark43 may, at Mark43's option and expense, (1) procure the right for Subscriber to continue to use the Deliverables, or (2) replace or modify the Deliverables so as to make them non-infringing. In the event that neither of the foregoing options are commercially practicable, then Mark43 may terminate the Agreement and will refund to Subscriber amounts pre-paid but not earned as of the termination date. Notwithstanding the foregoing, Mark43 shall have no obligation with respect to a third party claim to the extent the third party claim arises from: (s) from the use of Third Party Applications, Third-Party Components or Third-Party Data; (t) use of the SaaS Services, Software, Services or Products in combination with modules, apparatus, hardware, software, or services not authorized by Mark43 or contemplated for use with the Software, Services or Products; (v) use of the SaaS Services, Software, Services or Products in a manner that is not in accordance with this Agreement or the Documentation; or (w) the alteration or modification of the SaaS Services, Software, Services or Products by a party other than Mark43, unless such alterations and modifications were authorized by Mark43 or contemplated for use with the SaaS Services, Software, Services or Products.

8.2 **Indemnification by Subscriber**. Subscriber will defend, indemnify and hold harmless Mark43 and its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with (I) any third party claim arising from or relating to (i) any allegation that any data, Subscriber requested product specifications, information or materials provided by Subscriber hereunder, including, without limitation, the Subscriber Data and Third Party

Applications, when used in connection with the SaaS Services or any customization or configuration made to the SaaS Service proposed by or provided by Subscriber under a Statement of Work: (a) infringes or misappropriates any Intellectual Property Rights of a third party, or (b) violates any Applicable Laws; (ii) the alleged violation of Applicable Law by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (iii) Subscriber's breach of this Agreement; provided, however, that the foregoing obligations shall be subject to Mark43: (x) promptly notifying Subscriber of the claim, (y) providing Subscriber with reasonable cooperation in the defense of the claim and (z) providing Subscriber with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Subscriber shall not enter into any such settlement without Mark43's prior written consent, which consent will not be unreasonably withheld, and that Mark43 shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing; (II) disabling a connection to a Third Party Application at Subscriber's request; (III) Subscriber's actions or failure to act, resulting in any third-party claim for personal injury or death, damage to personal property or reputation, environmental damage, interference with contract or employment, or violation of privacy; (IV) without altering the parties' obligations contained herein with respect to the use or disclosure of confidential information (including Section 5.2), complying with a valid (1) California Public Records Request submitted pursuant to California Government Code Section 6250, et. seq., (2) judicial or governmental order or opposing or defending against any request for a judicial or governmental order to compel disclosure of Subscriber Data. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described in Clause (IV) of this subsection unless and until Subscriber reaffirms that it will honor its indemnification obligations as provided herein.

8.3 LIMITATION OF LIABILITY

(a) **Liability Exclusion.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF THE SERVICES, THE THIRD-PARTY COMPONENTS, OR THE THIRD-PARTY DATA PROVIDED UNDER THIS CONTRACT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

(b) **Limitation of Damages.** EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT, THE SERVICES, THE THIRD-PARTY COMPONENTS, OR THE THIRD-PARTY DATA PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO MARK43 BY SUBSCRIBER DURING THE THREE (3) YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.

(c) **Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8.4 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS CONTRACT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8.4 FORCE MAJEURE

(a) Except for payment of sums due, neither Party shall be liable to the other nor deemed in default under this Contract if and to the extent that such Party's performance of this Agreement is prevented by reason of force majeure. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

(b) If either Party is delayed at any time in the progress of the work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other Party in writing when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the

time delay resulting from force majeure which prevented the delayed Party from performing in accordance with this Agreement.

8.5 Damage to City Property. Mark43 shall perform all work so that no damage to City buildings, City grounds, or City property results. Mark43 shall repair or have repaired at Contractor's cost any damage caused by Mark43 or Mark43's subcontractors to the satisfaction of the City and at no cost to Subscriber. Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Mark43 shall repair and finish to match existing material as approved by Subscriber at Mark43's expense.

9. INSURANCE

9.1 Mark43 and its subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Mark43, its agents, representatives, employees or subcontractors.

9.2 Insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Subscriber in no way warrants that the minimum limits contained herein are sufficient to protect the Mark43 from liabilities that might arise out of the performance of the work under this Contract by Mark43, its agents, representatives, employees or subcontractors and Mark43 is free to purchase additional insurance as may be determined necessary.

9.3 **Minimum Scope and Limits of Insurance:** Mark43 shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

A. **Commercial General Liability/Occurrence Form:** Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Complete Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

B. **Automobile Liability:** Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limits (CSL)	$1,000,000

C. **Worker's Compensation and Employers' Liability:** Workers' compensation and Employers' Liability

Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

D. **Professional Liability (Errors and Omissions Liability):** The policy shall cover acts, errors, and omissions during the provision of professional services or lack of ordinary skill for those positions defined in the Statement of Work of this Contract.

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Mark43 warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage

will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

E. **Technology Errors and Omissions; Information Security & Privacy Liability:** Mark43 shall maintain liability insurance covering acts, errors or omissions arising out of the performance or failure to perform professional services related to the Services under this Contract. The coverage shall be placed with an insurer with an AM Best Rating of A or better and shall include the following coverage:

F. **Technology Products and Services Errors and Omissions/Information Security & Privacy Liability for Service Provided to Others.**

Such insurance shall cover any and all errors, omissions and/or negligent acts in the delivery of Products, Services and Software under this Contract. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and infringement of intellectual property, such as copyrights, trademarks, service marks and trade dress.

Such insurance shall include limits of coverage of the local currency equivalent of not less than $2,000,000.00 (two million U.S. dollars) per occurrence and shall remain in effect for not less than three (3) years following the date of termination or expiration of this Contract. Evidence of coverage must be sent to the City for three years following termination or expiration of this Contract.

9.4 **Additional Insurance Requirements**: Mark43's insurance policies shall include, or be endorsed to include, the following provisions:

A. On insurance policies where the City of Redondo Beach is named as an additional insured, the City of Redondo Beach shall be an additional insured to the full limits of liability purchased by the Mark43 even if those limits of liability are in excess of those required by this Contract.

B. Mark43's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

9.5 **Notice of Cancellation**: For each insurance policy required by the insurance provisions of this Contract, Mark43 must provide to the City, within five (5) business days of receipt, written notice that a policy has been suspended, voided or cancelled for any reason. Such notice shall be emailed or mailed to Subscriber's point of contact listed in 11.1 of this Agreement.

9.6 **Acceptability of Insurers**: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of California and with an "A.M. Best" rating of not less than B+VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Mark43 from potential insurer insolvency.

9.7 **Verification of Coverage**: Mark43 shall furnish Subscriber with certificates of insurance (ACORD form or equivalent approved by Subscriber) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by Subscriber before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the Contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of Contract. All certificates required by this Contract shall be sent directly to City of Redondo Beach 415 Diamond Street, Redondo Beach CA 90277 Attn: Jill Buchholz. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

9.8 **Subcontractors**: Mark43's certificate(s) shall include all subcontractors as additional insureds under its policies or Mark43 shall furnish to the City separate certificates and endorsements for each subcontractors. All coverages for subcontractors shall be subject to the minimum requirements identified above.

9.9 **Variance**: City reserves the right to agree, in its sole discretion, to any modification or variation from the insurance requirements in this Contract.

10. Security.

10.1 Each Party shall promptly notify the other Party of any security breach that compromises Subscriber's systems and/or data. Both Parties agree to cooperate in any investigation of such a security breach.

A. Criminal Justice Information ("CJI"), whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access and ensure compliance with the most recent version of the FBI's CJIS Security Policy. At a minimum, Mark43 must encrypt and/or password protect electronic files containing CJI, whether saved to laptop computers, computerized devices or removable storage devices.

B. When CJI, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

C. Mark43 shall promptly notify Subscriber of any unauthorized access or unauthorized disclosure or use by a third party of the CJI collected or obtained by the Contractor under this Agreement (each, a "Mark43 Security Breach"). Mark43 shall provide such notice following discovery and without unreasonable delay. Mark43 agrees to reimburse the Subscriber for reasonable out-of-pocket expenses incurred by Subscriber to (i) investigate the Contractor Security Breach and, where applicable (ii) notify individuals who may be impacted by the Contractor Security Breach. For the avoidance of doubt, a Mark43 Security Breach does not include any breach caused by the acts, errors or omissions of Subscriber or its personnel (including, without limitation, weak or compromised passwords, phishing of user passwords, lost or stolen Subscriber or officer-owned hardware, etc.)

D. Mark43 agrees that the requirements of this Paragraph shall be incorporated into all subcontractor agreements entered into by Mark43. It is further agreed that a violation of this Paragraph shall be deemed to cause irreparable harm justifying injunctive relief in court.

10.2 Background Screening

A. Mark43 personnel requiring physical access to any Consortium facility or remote access to any criminal justice information processing systems shall complete a background check conducted by the New York City or livescan system, which will include a local and national fingerprint check (remote personnel may obtain fingerprints at their local law enforcement agency and mail or electronically transmit them to the Project Manager). Personnel not meeting Hawthorne Police Department standards will be removed from the project. Contractor further agrees that all workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to the City pursuant to this Contract shall be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense.

B. TERMS APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS. Mark43 shall include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Contract including, but not limited to, supervision and oversight services.

C. MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY. The background screening requirements of this section are material to City's entry into this Contract and any breach by Mark43 shall be a material breach of this Agreement.

D. CONTINUING DUTY; AUDIT. Mark43's obligations and requirements that Contract Workers satisfy this background screening section shall continue throughout the entire term of this Contract. Mark43 shall notify Subscriber immediately of any change to a background screening of a Contract Worker previously approved by Subscriber. Mark43 shall maintain all records and documents related to all background screenings and Subscriber reserves the right to audit Mark43's compliance with all background screenings and requirements of this section.

10.3 CJI/CLETS TRAINING. Subscriber shall be responsible for providing CJI or CLETS-related training to Mark43 personnel and/or obtaining any certifications for Mark43 personnel who may have access to CJI data of Subscriber.

11. MISCELLANEOUS.

11.1 **Notices**. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Mark43:

Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: _____

Copy to:
Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: General Counsel

If to Subscriber:
Redondo Beach Police Department
Attn: Shawn Freeman
401 Diamond Street
Redondo Beach, CA 90277
Shawn.Freeman@redondo.org

Copy to:
Redondo Beach City Attorney's Office
415 Diamond Street
Redondo Beach, CA 90277

11.2 **Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

11.3 **Dispute Resolution**. 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. Notwithstanding the foregoing, where applicable, Mark43 may remove such an action to the Central District of California if permitted by law.

11.4 **Claims.** Any claim by Mark 43 against Subscriber 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 Subscriber shall be waived if not made within six (6) months after accrual of the cause of action.

11.5 **Records.** All books, accounts, reports, files and other records, in each case relation to billing and invoicing under the Contract shall be subject to inspection and audit by Subscriber at a reasonable time and place for five years after completion of the Contract, whether electronically or otherwise, solely to the extent feasible and practicable, at Subscribers location as indicated in the Notices section of this Contract. Notwithstanding the foregoing, Mark43 shall not be requested to produce for inspection or audit by Subscriber and confidential information (including Confidential information of or relating to third parties or other Mark43 customers), the disclosure of which, in Mark43's reasonable discretion, could place Mark43 in breach of its existing contracts or applicable law.

11.6 **Force Majeure.** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

11.7 **No Waiver**. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.

11.8 **Amendment**. No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and Mark43.

11.9 **Relationship of the Parties**. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking. The Parties agree that no persons supplied by or working with the Mark 43 in the performance of Mark 43's obligations under the Contract are considered to be Subscriber's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. Mark 43 shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold Subscriber harmless with respect thereto.

11.10 **Brokers.** Mark43 acknowledges, represents and warrants that Mark43 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.

11.11 **Discrimination Prohibited.** Mark43 shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice.

11.12 **Licenses and Permits.** Mark43 shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by Mark43 as applicable to this Contract.

11.13 **Advertising.** Mark43 shall not advertise or publish news releases concerning this Contract without the prior written consent of the City's designated contact from Section 11.1 of this Agreement.

11.14 **Health, Environmental and Safety Requirements.** Mark43's Products, Services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the Subscriber.

11.15 **Compliance with Laws.** Mark43 agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by Subscriber. Because Mark43 will be acting as an independent Contractor, Subscriber assumes no responsibility for Mark43's acts.

11.16 **Emergency Purchases.** Subscriber reserves the right to purchase from other sources those items or services that are required on an emergency basis and cannot be supplied immediately by Mark43.

11.17 **Strict Performance.** Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.

11.18 **No Third Party Benefit.** This Agreement is entered into for the benefit of Subscriber and Mark43. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of Contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.

CITY OF REDONDO BEACH CITY ATTORNEY'S OFFICE

11.19 **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.

11.20 **Headings**. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.

11.21 **Counterparts**. This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.

11.22 **Cumulative Remedies**. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

11.23 **Export Compliance**. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.

11.24 **Compliance with Laws**. Each party shall comply with all Applicable Laws relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the End User Data covered by this Agreement. "**Applicable Laws**" means all applicable provisions of all (x) constitutions, treaties, statutes, laws (including the common law), rules, directives, regulations, ordinances, codes or orders of any governmental authority and (y) orders, decisions, injunctions, judgments, awards and decrees and consents of or agreements with any such entity. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other applicable laws and regulations. In connection with its performance under the Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.

11.25 **Entire Agreement**. This Agreement supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

City of Redondo Beach

William C. Brand, Mayor

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

Mark43 Inc.

By:

Name: Caitlin O'Neil

Title: VP of Finance

SCHEDULE A

Services Schedule

1. **Services**. The Services covered by this Agreement consists of the following:

   a. **Professional Services:**

      i. RMS/Evidence Interfaces (subject to consent and cooperation of the third parties and Mark43)
         1. Pulsium CAD Interface to Mark43 RMS – Included
         2. Livescan Interface to Mark43 RMS – Included
         3. CrossRoads Interface to Mark43 - Included
         4. COPLINK Interface to Mark43 – Included

      ii. CAD Interfaces (subject to consent and cooperation of the third parties and Mark43)
         5. CLETS Interface to Mark43 CAD - Included
         6. Vesta / E911 Interface to Mark43 CAD – Included
         7. Vigilant Interface to Mark43 RMS - Included

      iii. The Data Migration to be provided is described as follows:
         1. Redondo Beach PD RMS legacy data from Pulsium RMS – Included
            a. Pulsium will provide Redondo Beach PD RMS data to Mark43 in a SQL Server or MYSQL (relational database).
         2. Redondo Beach PD legacy reports (in .PDF) from LaserFiche - Included

   b. **SaaS Services:**

      i.The Applications to be provided are described as follows:

Records Management System (RMS)

Report Writing

- In-Station & Mobile Field Reporting
- Incident, Offense & Arrest Reports
- Field Contact Reports
- Use of Force Reports
- DUI Arrest
- Active Error Validation
- Smart Duplicate Data Entry Logic and Prevention
- Unlimited Report Attachments
- Auto-Validation of Fields, Locations and People
- Word Processing Tools
- Context-Sensitive Report Export Formats
- Full Report Audit History
- Email & In-App Notifications
- User Specific Reports Dashboard

Case Management

- Seamless Report Import
- Active Master Entity Sync
- Unlimited Case Attachments
- Dashboard for Case Tracking
- Configurable Task Lists by Case Type
- Dynamic Master Entity Profiles
- Email & In-App Notifications
- Context-Sensitive Case Export Formats

Property & Evidence

- Mobile Device Application for Barcode Scanning, Audits & ID Capture
- Automatic Custodial Property Report Generation
- Master Item Profile
- Configurable Barcodes & Disposition Notifications

- Bulk Item Filtering & Actioning
- Dashboard for Inventory Management
- Immutable Chain of Custody
- Storage Location Setup and Customization
- Email & In-App Notifications
- Full Evidence Audit History
- Chain of Custody Validations and Guardrails
- Digitally capture signatures and photo ID's
- Batch Label Printing
- Support for Zebra Printing
- Mobile Application (barcode scanning)
- Automated disposition approval process with customizable retention periods

Warrant Management

- Linked Incident/Arrest Reports, Warrants, and Entity Records
- Dashboard for Warrant Tracking and Management
- Configurable Warrant Number Format, Fields, and Permissions
- Context-Sensitive Warrant Export Formats

Booking Management

- RMS-integrated booking with limited records/data duplication
- Linked Arrest Reports and Entity Records
- Booking record creation and management
- Booking records linked to MNI
- Live Scan Integration
- Prisoner Property Management
- Inmate Tracking and Activity Logs
- Configurable Holding Areas and Intake Questionnaires
- Department Personnel Linked to Booking Record
- Context-Sensitive Booking Record Export Formats

Stat Reporting & Crime Analysis

- Active Error Detection
- Automatic SRS/NIBRS Code Mapping
- Integrated Workspace for UCR Report Creation
- Real-Time Dashboard for Platform-Wide Stats
- Advanced CAD, RMS & Entity Search
- Multi-Input & Fuzzy Match Search Filters
- Comprehensive Analysis Filters
- Data Visualization Support

System Administration

- Configurable Permissions & Roles for Individual Users & Records
- Configurable Fields, Statutes, Codes & Validation Rules
- Shapefile Import
- Configurable Street & Location Aliases
- Configurable Department Alerts & Notifications
- IP Address Whitelisting & Blacklisting for Enhanced Security
- Open API for Third-Party Connections
- Custom Units, Teams and User Roles
- Automatic UCR & NIBRS coding
- Permission-based Read/Write Privileges

Computer Aided Dispatch (CAD)

Dispatcher

- Individualized Workstation Setup
- Unit Management and Monitoring
- Auto Complete Verified Event Locations & ANI/ALI Data

- Prominent Alerts for New Information
- Configurable Command Line Functionality
- Bi-Directional Syncing of Historical RMS Data
- Multi-Layered AVL Map View
- Real-Time Event Chat
- Override Ability for Unit Recommendations
- Event Management

First Responder (Mobile)

- Seamless RMS Report Generation
- Prominent Alerts for New Information
- Bi-Directional Syncing of Historical RMS Data
- Real-Time Event Chat
- Multi-Layered AVL Map View
- Automatic & Manual Status-Setting Ability
- Automatic Vehicle Location Mapping (Integration)
- In-App Messaging

System Administrator

- Desktop, Laptop & Tablet Agnostic
- Web-Based & Installed Application Options
- Vendor-Free Configurations
- Scheduling System Integration
- Seamless Data Exchange for External Databases
- Full Event Log
- IP Address Whitelisting & Blacklisting for Enhanced Security
- Open API for Third-Party Connections

ii. Following go-live of each Application, Mark43 will provide Subscriber with the SaaS Services for the Fees set forth in Section 4 below (the "**Regular Usage Period**"). The parties anticipate that the Regular Usage Period for RMS and Evidence will commence on or about **September 2018**. Mark43 will provide Subscriber with the CAD Application only if the Subscriber elects its option (in writing from an authorized representative) to purchase CAD on or before December 31, 2019. The Regular Usage Period for CAD will commence 12 months after such purchase election is made, and Mark43 is not obligated to deliver CAD before the end of such 12-month period.

2. Initial Term. The Initial Term commences on the Effective Date and concludes at the end of the five-year period of the Regular Usage Period of the RMS Application.

3. Renewal Terms. Any Renewal Terms shall be for a period of 1 year.

4. Fees.

a. RMS and Evidence: $85.00 per sworn officer per month during the Regular Usage Period of the RMS/Evidence Applications.

b. CAD: If Subscriber elects to purchase the CAD Application on or before December 31, 2019, the price for CAD will be $85.00 per sworn officer per month during the Regular Usage Period of the CAD Application.

Mark43 Pricing is based on the number of sworn officers employed directly or indirectly by Subscriber at the time the Order Form is signed. In the event that Subscriber increases or decreases its number of employed sworn officers, which is currently 96, to more than 106 or less than 86, then the fee shall adjust by increasing or decreasing to $85 per sworn officer per month for the updated number of sworn officers.

5. **Payment Schedule**. Subscriber will pay the Fees on the following schedule:

Year 1 Payment Schedule

Year 1 Milestones	% of Year 1 due	Expected Date	Amount Due
Contract signing	0%	December 20th 2017	$ -
Project Kickoff	25%	January 15th, 2018	*$ 24,480.00*
Completion of Department Assessment	25%	March 15th, 2018	*$ 24,480.00*
Evidence Cutover	25%	September 30th, 2018	*$ 24,480.00*
RMS Cutover	25%	September 30th, 2018	*$ 24,480.00*
Total Year 1 Payments			$ 97,920.00

Years 2 through 5 Payment Schedule

Year 2 Payment Date	Amount Due
September 2019	$ 97,920.00
Year 3 Payment Date	
September 2020	$ 97,920.00
Year 4 Payment Date	
September 2021	$ 97,920.00
Year 5 Payment Date	
September 2022	$ 97,920.00
Total Years 2 through 5 Payments	$391,680.00

6. **Support Services**. As part of the SaaS Services, subject to Section 2.4, Mark43 shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to Subscriber and its Authorized Users to support Subscriber's use, deployment and validation of the SaaS Services on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Mark43's obligations under this Agreement. The contact information for Mark43's technical support organization is Support@mark43.com and Mark43 will notify Subscriber in writing of any changes no less than 5 days in advance. Mark43 shall provide Subscriber with online access to its known-problem database and any other resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Mark43's other customers. The Mark43 account manager or primary point of contact for Subscriber with respect to this Agreement will be Andrew Kennedy.

7. **Service Levels**. Mark43 shall provide the Applications in accordance with the following services levels.

a. **Service Levels for the Records Management System and Evidence Management Applications (hereinafter, "RMS").**

i. **RMS Availability**. During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS ("**RMS Scheduled Downtime**"); provided, however, that Mark43 is not responsible for any downtime of the RMS caused by Third Party Data services (*e.g.* Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein; provided, further, that Mark43 shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section 7I below ("Service Levels for Integrated Third Party Software"). Mark43 shall provide Subscriber with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the RMS shall be available.

ii. **RMS Service Credits**. In the event that Mark43 fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Mark43 will credit the Subscriber's account for the unavailable RMS as follows:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

"RMS Unavailability" is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for Subscriber's use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by Mark43, by a vendor, or by Subscriber); (b) acts or omissions of Subscriber or any Subscriber user of the RMS; (c) server downtime related to connectivity issues resulting from Third Party-managed VPN access to hosted server or Subscriber internal network problems; (d) defects or bugs in the Applications or Software caused by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (e) any other cause(s) beyond Mark43's reasonable control, including but not limited to those caused by Third Party Data services (*e.g.* Department of Motor Vehicles license plate database), Third Party Components, overall internet congestion or a force majeure. Subscriber will be responsible for immediately notifying Mark43 of all Third Party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise.

"Credit Percentage" means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if Subscriber has paid Mark43 $1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Mark43 will owe Subscriber a 10% credit on that month's portion of the Fee, or: $1,000/12 = $83.33 per month, and 10% of $83.33 = $8.33. In this example, Mark43 would owe Subscriber $8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, Subscriber must notify Mark43 in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Mark43 prior to any credits being granted. Mark43 will acknowledge credit requests within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied. The issuance of RMS Service Credit by Mark43 hereunder is Subscriber's sole and exclusive remedy for any failure by Mark43 to satisfy the service levels set forth in this Section 7(a).

b. **Service Levels for the Computer Aided Dispatch Application (CAD).**

i. **CAD Availability**. During any calendar month of a Regular Usage Period, CAD shall be available to Subscriber no less than 99.95% of the time on a 24x7 basis, excluding scheduled maintenance of CAD ("**CAD Scheduled Downtime**"); provided, however, that Mark43 shall not be responsible for downtime of CAD under this section caused by Third Party Data services (*e.g.* Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein. Any CAD Scheduled Downtime shall be scheduled on minimal traffic days whenever possible. The parties agree that the total amount of CAD Scheduled Downtime shall not exceed 60 minutes during any 30-day period. Mark43 shall provide Subscriber

with immediate telephone notification to the point of contact set forth in the Agreement as soon as it becomes aware of any actual or potential unavailability of CAD other than CAD Scheduled Downtime ("**CAD Unscheduled Downtime**"), as well as continual periodic updates during the CAD Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the CAD shall be available.

ii. **Error Response and Resolution**. When reporting a failure of the CAD to Mark43 (a "**CAD Error**"), Subscriber shall identify the CAD Error as a Severity Level 1, 2, or 3 (each defined below) based on Subscriber's initial evaluation. If Mark43 becomes aware of a Severity Level 1 or 2 CAD Error, Mark43 shall promptly, but in no event to exceed the Initial Response timeframe in the chart set forth below, notify Subscriber, and such notice shall identify the CAD Error as a Severity Level 1 or 2 CAD Error based on Mark43's initial evaluation. Mark43 and Subscriber shall cooperate in good faith to jointly determine whether a CAD Error is a Severity Level 1, 2, or 3 CAD Error; provided, however, that in the event that Mark43 and Subscriber cannot come to such joint determination despite such good faith cooperation, Mark43's determination shall control. Subscriber may report to Mark43 any Severity Level 1 or 2 CAD Error 24 hours per day, 7 days per week, and any Severity Level 3 CAD Error during Mark43's normal business hours. Upon notification by Subscriber of a CAD Error, Mark43 shall commence and diligently pursue correction of such CAD Error, at all times employing at least the level of effort ("**Level of Effort**") designated in the chart set forth below and in all instances providing an Initial Response, temporary resolution or fix (a "**Work Around**") and a permanent fix (a "**Permanent Correction**") to Subscriber within the timeframes in the chart set forth below, as measured from the earlier of the time that Subscriber notifies Mark43 or Mark43 first becomes aware of a CAD Error. Mark43 shall provide Subscriber with updates to the status of Mark43's efforts (the "**Status Updates**") by telephone, email or such other means as may be reasonably designated by Subscriber from time to time, no less frequently than the timeframes identified in the chart set forth below. For the avoidance of doubt, a CAD Error does not include, and Mark43 will not be responsible for, any feature or functionality of the CAD that is not set forth in Section 1(b)(i)(2) of this Schedule A or in a project plan created for Subscriber by Mark43.

1. "**Severity Level 1 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, renders the CAD or any material portion thereof inoperative, or materially impairs use of the CAD in a production environment. Examples of Severity Level 1 CAD Errors include, without limitation, situations in which the CAD are inoperable and causing dispatchers to experience a total loss of service, continuous or frequent instabilities, a loss of connectivity or inability to communicate as intended, or there is an inability to process transactions, the creation of a hazard or emergency, or the inability to use a primary feature or function of the CAD.
2. "**Severity Level 2 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, substantially impairs use of one or more features or functions of the CAD, which constitute less than a material portion thereof, in a production environment, or any CAD Error occurring in a testing or other non-production environment that, if occurring in a production environment, would constitute a Severity Level 1 CAD Error. Examples of Severity Level 2 CAD Errors include, without limitation, situations in which a CAD Error is causing intermittent impact to dispatchers, loss of redundancy, loss of routine administrative or diagnostic capability, or inability to use a secondary feature or function of the CAD.
3. "**Severity Level 3 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, has a minimal impact on the performance or operation of the CAD. Examples of Severity Level 3 CAD Errors include, without limitation, a CAD Error having only a minimal impact on dispatchers and CAD Errors seen in a test or other non-production environment that, if deployed in a production environment, would not constitute a Severity Level 1 CAD Error.

Severity Level	Level of Effort	Initial Response	Work Around	Permanent Correction	Status Updates
1	Continuous best efforts, 24 hours per day, 7 days per week	Immediate, but in no event to exceed 30 minutes	6 hours	3 calendar days	Every 3 hours prior to a Work Around and every calendar day thereafter
2	Commercially reasonable efforts, 24 hours per day, 7 days per week	1 hour	24 hours	5 calendar days	Every 6 hours prior to a Work Around and every calendar day thereafter
3	Commercially reasonable efforts, during normal business hours	1 Business Day	10 Business Days	20 Business Days	Every 2 Business Days prior to a Work Around and every 5 Business Days thereafter

CAD Service Credits. Mark43's failure to meet the CAD services levels set forth in Section 7(b) during any calendar month of a Regular Usage Period entitles Subscriber to Fee credits (the "**CAD Service Credit(s)**")

calculated as set forth below. Any CAD Service Credits owed to Subscriber hereunder shall offset against any subsequent Fees owed by Subscriber and shall be Subscriber's sole and exclusive remedy with respect to Mark43's failure to provide the CAD. If Mark43 fails to meet the CAD service levels set forth in this Section 7(b) in any applicable calendar month during the Regular Usage Period, then Mark43 shall credit Subscriber five percent (5%) of the portion of the Fees attributable to CAD Services in the calendar month in which such CAD service level failure occurs. The applicable CAD Service Credits will be applied to the next invoice. Only one CAD Service Credit for failure to meet the applicable service level shall be granted for each Service in a calendar month of the Regular Usage Period.

c. **Service Levels for Integrated Third Party Software.** Notwithstanding anything else to the contrary contained herein, Mark43 shall be responsible for any downtime of or related to the Applications or Integrated Third Party Software (as defined below) that is caused by Integrated Third Party Software solely to the extent specified in this Section 7(c). Credit Percentages Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.

i. **Availability of Third Party Applications.** The Statement of Work will outline specific Third Party Application integrations (the "**Integrated Third Party Software**") to be performed by Mark43 during the Professional Services Period, and the Subscriber's and Mark43's respective rights regarding acceptance of those Services. During the Regular Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Mark43 or by the third party provider, the "**Integration Scheduled Downtime**"); provided, however, that Mark43 shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Mark43 does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Mark43 agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that Mark43 shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Contract as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime ("**Integration Unscheduled Downtime**"), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the Integration shall be available.

ii. **Responsibilities for Planned Updates.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third Party provider of Integrated Third Party Software. Mark43 shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.

iii. **Responsibilities for Planned Upgrades.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third Party provider of Integrated Third Party Software. Mark43 shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Mark43 would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.

SCHEDULE B

Transition Assistance

Upon termination of the Agreement for any reason, and subject to all Fees due being paid in full, Mark43 will create searchable PDFs of each record (each, a "**Record**") and provide them to the Subscriber for download. Subscriber may request, and Mark43 will consider, other formats in which to create the Records, but the final format of all Records will be determined in Mark43's sole discretion. Records can be uploaded to Subscriber's new records management system by the Subscriber or its new vendor.

1. **Preparation**
   a. The Subscriber will provide the desired cutoff date of the SaaS Services (the "**Cutoff Date**"), at which time all existing user accounts will be terminated.
   b. Mark43 will provide one (1) account for the Subscriber to access a web-based storage platform to retrieve Subscriber documents and Records (the "**Transition Account**"). The Transition Account will be available to Subscriber for thirty (30) days prior to the Cutoff Date.
2. **Content**
   a. Each Report in Cobalt will be recreated as a searchable PDF (or other mutually agreed to format as described above) using the standard Cobalt format then in use.
   b. All archive files will be accessible via the internet on the Cutoff Date.
3. **Support**
   a. Mark43 will maintain Subscriber data in Cobalt for up to 1 year following the Cutoff Date.
   b. Mark43 will maintain Subscriber PDF archives for up to 2 years following the Cutoff Date.
   c. Mark43 will resolve any issues it deems to be the result of errors in the Cobalt platform or export process for a period of six (6) months after the Cutoff Date.
   d. At Subscriber's written request, no less than 2 years after the Cutoff Date, Mark43 will delete Subscriber Data from all Mark43 online systems (e.g. primary database, replica databases, search databases, application caches, etc.) other than database backups, audit logs and server system logs.
   e. Within 6 months from the date of deletion of Subscriber Data from all Mark43 online systems, all Subscriber Data will be erased from database backups.
   f. Notwithstanding the foregoing, Mark43 reserves the right to retain Subscriber Data on audit logs and server system logs and in support tickets, support requests and direct communications with Mark43.

Transition Assistance as outlined in this Schedule B is included in the Fees charged to Subscriber for the Services. Fees are due and payable up to the Cutoff Date. In the event that any Fees have not been paid as required in this Agreement, Mark43 may retain all Records and decline to provide the support outlined in Section 3 of Schedule B above until such Fees are paid in full.

SCHEDULE C

Technical Requirements

Mark43 CAD and RMS Recommended Hardware Equipment

CAD Dispatch Workstation	
Operating Systems Supported	Windows 7 and higher
Processor	Quad-core Intel processor
Memory	4 GB
Network Card Speed	2 Mbps
Screen Resolutions Supported	1920x1080
Hard Disk Space Required	80GB
Monitor	Dual 24 inch, flat panel, monitors
Additional Applications Software and Versions	Mark43 systems do not require any 3rd party software or plugins.
Graphics Card Recommended	2, 512 MB NVIDIA Quadro NVS 310, 4MON

RMS Workstation	
Operating Systems Supported	Windows 7 and higher
Processor	Single, quad-core Intel processor
Memory	4GB
Network Card Speed	1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service.
Screen Resolutions Supported	1024x768
Hard Disk Space Required	80GB
Monitor	one 21" monitor
Additional Applications Software and Versions	Mark43 systems do not require any 3rd party software or plugins.
Graphics Card Recommended	AMD Radeon HD7000 series

CAD & RMS Mobile Laptop	
Operating Systems Supported	Windows 7 and higher
Processor	Single, quad-core Intel processor
Memory	4GB
Network Card Speed	1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service.
Screen Resolutions Supported	1024x768
Hard Disk Space Required	80GB
Monitor	13"
Additional Applications Software and Versions	Mark43 systems do not require any 3rd party software or plugins.

Browser Requirements
Since the Mark43 platform is web-based, it can be accessed from any web browser. Mark43 requires using a modern web browser to access the system. IE 11 +, Edge, Safari (latest), Firefox (latest), Chrome (latest) are all supported. However, we recommend Chrome as it updates to the latest version automatically and is proven high performance. As far as devices that work with Mark43, we are hardware agnostic as long as a modern browser is supported. Deployed departments have used Panasonic Toughbooks as well as Getac tablets.

Interface Server Requirements

If 3rd party integrations are required, an interface server may be installed on site. The requirements of this server are:

Interface Server Requirements	
Sever Purpose	Servers only required for interfacing with 3rd party applications. Mark43 systems are cloud based and require no server hardware on-premise.
Operating System	RHEL 7, CentOs 7
Processor speed & quantity	3.1 Ghz
Cores per processor	2
Memory	8GB
Network Card Speed	2 Mbps
Network Card Quantity	1 NIC (2 NICs at 1 GBPS or greater preferred)
Screen Resolution	1024x768
Hard Disk Space Required	250GB
Hard Disk Space Drive Configuration	500GB

Networking/Firewall:

Inbound	Outbound	VPN	User Accounts
SSH over client VPN	All	Mark43 needs ability to SSH to the interface server over our client VPN for admin access purposes.	Admin user accounts for personnel with client VPN access.

Internet Connectivity Requirements:

Mark43's software-as-a-service platform is accessed via web browser and requires Subscriber to connect via an active internet connection.

In office, Mark43 requires a 1 GB internet connection along with a backup internet service provider line for redundancy purposes. In the field, Mark43 recommends a 4G LTE connection for best performance.

Evidence Hardware Requirements:

- Printers: Zebra printers, GX430T Model number GX43-102410-000
- Mobile phones: Android (likely one or two per Evidence location)
- Signature pads: Topaz Systems SigLite LCD 1x5, T-L460-HSB-R

APPENDIX A

Redondo Beach Police Department

STATEMENT OF WORK

mark43

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1. INTRODUCTION

This statement of work (hereinafter "SOW") which is attached to the Agreement as Exhibit A, details the effort necessary by Mark43 (hereinafter "Contractor") to implement for its Records Management System (RMS) and Evidence applications, along with interfaces to third party software as specified herein (hereinafter "System") at the Redondo Beach Police Department (hereinafter "Agency").

The Contractor will be responsible for all project tasks specified in the SOW, including building interfaces, data conversion/migration, testing, implementing, training, go-live and maintenance support. Notwithstanding the foregoing, or anything to the contrary in the Agreement, this SOW, or any other agreement, the Agency agrees and understands that it, and not the Contractor, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers.

The SOW guides the primary activities and responsibilities for implementation of the System. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party and identifies the criteria by which a task will be considered complete.

The SOW will include the following Attachments:

- **Attachment A – Initial Project Schedule** (to be finalized after Project Kickoff Meeting)
- **Attachment B – Training Methodology** (to be finalized by Contractor and the Agency during implementation)

The Agency agrees that Contractor shall not be held responsible for delays not within Contractor's control, including without limitation the Agency's failure to obtain any necessary consents or agreement from Third Party Providers.

1.1 Project Team Structure

The Contractor's project implementation team will consist of the following personnel:

ROLE	RESPONSIBILITIES	POC(s)
Project Executive Sponsor	Escalation point for issues that arise beyond the project level	Dave Jochim *VP of Deployments*
Project Team	The Mark43 Project Team will work closely with Redondo Beach Project Manager, Workflow Decision Makers, and Super users through the implementation process. The Client Solutions Manager will be the Agency's primary point of contact	Allan Mackiewicz *Director of Client Solutions* Colleen McCanna *Client Solutions Manager*
Technical Services Team	The Contractor's Technical Services Team is responsible for determine the scope of data migrations and any technical integrations between Contractor systems and other Third Party Vendor systems. This team will work closely with Agency IT personnel to ensure integration and data migration timelines are met	Karen Xiao *Technical Services Engineer*
Operational Support Team	The Contractor Operational Support Team is responsible for training Agency trains in accordance with Contractor's "train the trainer" training methodology. The Contractor Operational Support Team representatives will also be responsible for providing user support during and after cutover to Contractor systems.	Greer Davis *Director of Operational Support*

The Agency's Project Team should consist of designated personnel from each Redondo Beach agency with the various skill sets, knowledge and backgrounds required to implement the new systems. The following list identifies the recommended Project Team roles and corresponding responsibilities:

ROLE	RESPONSIBILITIES	POC(s)
Executive Sponsor *(Redondo Beach)*	Executive sponsors and escalation point in the Agency for issues that arise beyond the project level. Responsible for making decisions on recommended business process changes and other related items	TBD
Project Manager *(Redondo Beach)*	Contractor's primary point of contact in the Agency during the implementation process. Responsible for the day-to-day coordination of project activities with the Agency Project Team and with the Contractor Client Solutions Manager	TBD
Working Group Leaders *(Redondo Beach)*	Leaders from various functional groups within the Agency who have the expertise to opine on workflows and the authority to make decisions on changes to workflows at launch. These Working Group Leaders will serve as the lead Agency representative for their respective working groups (see below).	TBD

Throughout the implementation, Working Groups that include representatives from the Contractor and the Agency will be responsible for supporting, informing, and making decisions on the various tasks required for launch. The Working Group Leaders will be empowered with the authority to act as the final decision-maker for changes in System-related workflows, as needed.

Working Groups should include individuals who are able to answer specific questions about their area of responsibility. Additional Working Groups may be required based on the unique needs of the Agency.

WORKING GROUP	RESPONSIBILITIES	POC

Patrol (Officers and Supervisors) *(Redondo Beach)*	Review and sign off on business processes related to first responder, patrol, and patrol supervisor workflows in Contractor systems based on expert knowledge of department policies	TBD
Investigations (Detectives & Supervisors) *(Redondo Beach)*	Review and sign off on business processes related to investigations and case management, to include detective and detective supervisor workflows in Contractor systems based on expert knowledge of department policies	TBD
Records *(Redondo Beach)*	Review and sign off on business processes related to records workflows, to include answering public information requests and expungements.	TBD
Property & Evidence *(Redondo Beach)*	Review and sign off on business processes related to property room workflows, to include logging and tracking evidence in Contractor systems based on expert knowledge of department policies	TBD
Booking *(Redondo Beach)*	Review and sign off on business processes related to the booking and processing of arrestees in Contractor systems based on expert knowledge of department policies	TBD
UCR/NIBRS *(Redondo Beach)*	Review and sign off on business processes related to monthly UCR or NIBRS reporting based on expert knowledge of department policies	TBD
Crime Analysis *(Redondo Beach)*	Review and sign off on business processes related to statistical analysis of data in Contractor systems based on expert knowledge of department policies and needs	TBD
GIS *(Redondo Beach)*	Responsible for providing the Contractor Client Solutions Manager	TBD

	with mapping updates during the course of the project and for installing map updates after implementation	
Communications & Dispatch *(Redondo Beach)*	Review and approve on business processes relation to Communications, call-taker, and dispatcher workflows in Contractor systems based on expert knowledge of Agency policies	TBD
Technology *(Redondo Beach)*	• Identify scope and provide documentation for any data migration • Identify scope and provide documentation for any interfaces • Identify technical gaps between existing systems and Contractor systems • Define technical standards • Introduce Third Party Vendors or other technical experts as needed to facilitate project goals	TBD
Policy & Change Management *(Redondo Beach)*	• Review business processes with the Agency and external agencies • Identify areas of improvement in conjunction with the cutover to the Mark43 RMS • Draft policy or General Order changes for approval by Agency Sponsor(s) • Define report approval processes • Implement new General Orders at launch	TBD
Training *(Redondo Beach)*	• Develop training plan for end users, Trainers, and system administrators	TBD

	• Schedule training sessions for all user groups • Track and report training progress to the Contractor Project Team and Redondo Beach Project Manager	
Support *(Redondo Beach)*	• Define support model for Contractor systems • Establish connections to existing Agency IT support (e.g. Help Desk)	TBD

1.3 Project Management Guidelines

Project management occurs throughout the project and is a component of every task. Overall project management activities for both Contractor and the Agency are listed here for reference.

The Contractor's project management responsibilities include the following:

- Maintaining project communications with the Redondo Beach Project Manager
- Managing the efforts of the Contractor Project Team and coordinating Contractor's activities with the Redondo Beach Project Manager
- Managing the efforts of subcontractors (if any) used by Contractor in the performance of the project
- Conducting monthly on-site status meeting with the Redondo Beach Project Manager
- Conducting weekly project review meetings with the Redondo Beach Project Manager via telephone conference calls
- Responding to issues raised by the Redondo Beach Project Manager within ten (10) calendar days
- Maintaining a list of project risks
- Preparing and submitting monthly status reports which include: the accomplishments of the previous month; planned activities; and any updates to the project schedule
- Ensuring Contractor personnel have ample time, resources, and expertise to carry out their respective tasks and responsibilities

Agency project management responsibilities include the following:

- Maintaining project communications with the Contractor Client Solutions Manager
- Managing the efforts of Agency personnel and coordinating Agency activities with the Contractor Client Solutions Manager
- Ensuring that Agency personnel have ample time, resources and expertise to carry out their respective tasks and responsibilities
- Participating in status meeting with the Contractor Client Solutions Manager on a monthly basis, or as may otherwise be reasonably required, to discuss project status
- Participating in weekly project review meeting with the Contractor Client Solutions Manager via telephone conference calls

- Providing responses to issues raised by the Contractor Client Solutions Manager via telephone conference calls
- Providing workspace for Contractor personnel, as reasonably requested

1.4 Statement of Work Task Format

Each task identified in the SOW includes the following:

- Task Description
- Contractor/Agency Participants
- Prerequisites
- Deliverables
- Contractor/Agency Responsibilities
- Completion Criteria

The tasks defined in the SOW may not be listed chronologically, and the actual project implementation tasks and timelines will follow the mutually agreed to Project Schedule, unless otherwise noted.

2. Initial Project Tasks

The following tasks must occur prior to the start of the project and include the Contractor and Agency Project Teams.

2.1 Project Kick-Off Meeting

The objective of this task is to ensure that all project assumptions are valid and all requirements understood prior to beginning any significant work. A meeting for project kick-off will be held onsite after the Contract has been executed. During this meeting, the following topics will be covered:

- Logistics
    - Facilities tour, conducted by the Redondo Beach Project Manager
    - Facilities access and security requirements (during and after normal business hours)
    - Work space requirements for Contractor personnel while onsite
- Project Organization, Roles, and Responsibilities

- Project team members and contact information
- Communication Plan
- Project overview (high level review of the SOW and its Attachments, and the Master Services Agreement and its Exhibits)
- High level review of product and project deliverables

- Known project risks

CONTRACTOR TEAM PARTICIPATION

- Project Executive Sponsor
- Project Team Representative(s)
- Technical Services Team Representative(s)

AGENCY TEAM PARTICIPATION

- Executive Sponsor
- Redondo Beach Project Manager
- All Working Group Leaders

PREREQUISITES

- Contract signed
- SOW distributed to relevant Project Team members

DELIVERABLES

- Project kick-off meeting notes

CONTRACTOR RESPONSIBILITIES

- Review the project organization, roles, and responsibilities with the Agency
- Conduct a project overview including a review of the SOW to answer any outstanding questions and verify all aspects of the Project approach, per the topics listed above
- Work with the Agency to identify and document any potential project risks
- Provide meeting minutes, documented risks, and action items outlining anything that may affect project schedule, resources, and/or SOW
- Inform Agency of VPN requirements for project implementation and continued system maintenance

AGENCY RESPONSIBILITIES

- Review the SOW and work with the Contractor to verify the project approach
- Provide location and logistical support for project planning meeting
- Provide a complete list of stakeholders, to include Working Group Leaders and Working Group POCs, and any other resources as recommended by the Agency and the Contractor Client Solutions Team

COMPLETION CRITERIA

This task is considered complete after the on-site Project Kick-off Meeting with Contractor representatives in attendance; and upon delivery of the meeting minutes to the Agency and a mutually agreeable draft schedule has been prepared for the completion of the Project Schedule Review.

2.2 Project Schedule Review

The initial Project Schedule is Attachment A to this SOW. The Project Schedule identifies all tasks to be completed by the Contractor and the Agency during the lifecycle of the project, the responsible party for each task and the project milestones.

During this task, the Contractor and Redondo Beach Project Manager, as well as the Agency Executive Sponsors, and other Agency and/or Contractor personnel who can assist in scheduling decisions, will meet to review the schedule. The Contractor and Agency will verify the availability of resources to complete scheduled tasks and adjust the schedule by mutual agreement to accommodate any known variations in availability. The Contractor Client Solutions Manager will update the project schedule. The Contractor will deliver a final project schedule for Agency review within seven (7) calendar days of completing the Project Schedule Review meeting.

The Project Schedule will be updated monthly by the Contractor, throughout the course of the Project. All changes to the schedule will be mutually agreeable. Any schedule changes that occur will be a part of the monthly Project Status Report provided by the Contractor Client Solutions Manager.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)

AGENCY TEAM PARTICIPATION

- Executive Sponsor
- Redondo Beach Project Manager

PREREQUISITES

- Project Kick-off meeting

DELIVERABLES

- Completed Project Schedule

CONTRACTOR RESPONSIBILITIES

- Present and discuss Project Schedule
- Update Project Schedule with Agency and make changes and/or corrections that are mutually agreed

AGENCY RESPONSIBILITIES

- Provide input to the Project Schedule
- Commit resources to be available when required per the Project Schedule
- Review and approve the final Project Schedule within seven (7) calendar days of submittal by the Contractor

COMPLETION CRITERIA

This task is considered complete upon Agency approval of the Project Schedule resulting from the Project Schedule Review.

2.3

2.4 System Hardware Review

The objective of this task is to ensure the Agency's hardware and operating system server software can support the System.

As part of this task, the Contractor will facilitate a discussion with the Agency regarding the Agency's hardware and network environment. The Agency will also need to order any hardware and system software for which it is responsible, and which is needed to establish the System's functionality (e.g. Zebra label printers, smartphone for mobile evidence scanner, integration servers).

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)

PREREQUISITES

- Project Kick-off Meeting

DELIVERABLES

- Final list of hardware and/or software required for the Agency to establish the System's functionality

CONTRACTOR RESPONSIBILITIES

- Review and validate the specific hardware and software requirements with the Agency

AGENCY RESPONSIBILITIES

- Order hardware and operating software required to establish the System's functionality

COMPLETION CRITERIA

This task is considered complete after the Contractor has reviewed and validated the hardware and software requirements, and the Agency has ordered any required System hardware and/or software.

3. RMS Implementation Tasks

3.1 Department Assessment

The Contractor will conduct an onsite Department Assessment early in the project lifecycle with stakeholders from various Agency working groups. The purpose of the Department Assessment is to enable the Contractor to gain an understanding of the current report-writing and records management workflows in place. Additionally, these sessions are designed to help the Contractor and Agency begin to determine the most effective and efficient use of the proposed solution before it is implemented.

Following the conclusion of the Department Assessment, the Contractor will develop an Implementation Plan document. This document will provide a summary of the Agency's RMS business processes, as discussed during the Department Assessment meetings, and provide a plan for the implementation of the System. The document will also list any decisions and issues identified during the session. The Contractor will provide the Implementation Plan to the Agency for review and incorporate any Agency feedback and comments into the final version.

Contractor Team Participation

- Project Team Representative(s)
- Technical Services Team Representative(s)

Agency Team Participation

- Redondo Beach Project Manager
- All Working Group Leaders
- All Working Group Representatives

Prerequisites

- Project Kick-off Meeting
- Project Planning Meeting

Deliverables

- On-site visit agenda
- Draft Implementation Plan
- Final Implementation Plan

CONTRACTOR RESPONSIBILITIES

- Develop Department Assessment materials, including an agenda
- Conduct Department Assessments sessions
- Document Department Assessment findings
- Develop draft Implementation Plan
- Incorporate Agency comments and deliver final Implementation Plan document

AGENCY RESPONSIBILITIES

- Coordinate Department Assessment sessions with Contractor
- Identify Department Assessment attendees and ensure they attend the session
- Provide meeting room(s) for Department Assessment sessions
- Review and approve the Implementation Plan for completeness and accuracy

COMPLETION CRITERIA

This task is considered complete when the Agency accepts the final Mark43 Implementation Plan incorporating Agency feedback and comments.

3.2

3.3 Interface Control Documentation

The goal of this task is to identify products and/or databases with which the Mark43 RMS is to be interfaced, and obtain the specific information needed to configure the interfaces and develop an Interface Control Document (ICD) for each RMS interface. The Agency will introduce the Contractor to third parties – including other vendors, state agencies, and local agencies – that control products and/or databases with which Mark43 products are to be interfaced. The Contractor is responsible for ensuring that the third party points of contact are the appropriate source of information needed to develop the ICDs and for mutually agreeing with Third Party Providers on the operational and technical interface requirements.

The Contractor will speak with the provided points of contact, research interface requirements and gather any available documentation that can clarify data schema, protocols, and query specifications the Contractor needs to develop and test the interfaces. The Contractor will finalize the ICDs and deliver the final documents to the Agency for approval of the functional content of the ICDs. The Contractor is responsible for ensuring the technical accuracy of the ICDs.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Third Party Provider Integration Stakeholder(s)

PREREQUISITES

- Project Kick-off Meeting
- Project Planning Meeting

DELIVERABLES

- Interface Control Documentation for the following integrations:
    - Pulsium (previously HiTech) CAD
    - CrossRoads
    - Livescan
    - COPLINK

CONTRACTOR RESPONSIBILITIES

- Lead the interface requirements gathering process, tracking outstanding items requiring resolution
- Convene with Agency and third party points of contact to gather information required to develop ICDs
- Ensure that third party points of contacts are appropriate sources of information necessary to develop ICDs

- Mutually agree with the Third Party Providers on the functional and technical interface requirements
- Gather all commercially available interface data detailed schema, protocols, and query specifications, as needed
- Review ICDs with Agency and incorporate feedback
- Finalize ICDs for Agency review and approval of functional content

AGENCY RESPONSIBILITIES

- Provide points of contact who are knowledgeable of the workflow and data requirements for each Agency hardware and software component with which the System will interface
- Provide or coordinate with persons who can provide Contractor with schema, protocols, and query specifications for Agency hardware and software components with which the System will interface
- Introduce Contractor to a primary point of contact for third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which the System is to be interfaced
- Respond to Contractor questions and requests for information in a timely manner
- Enter into agreement(s) and/or statement(s) or work with Third Party Providers outlining any responsibilities of each Third Party Provider in connection with the interfaces and agreeing to pay related costs, expenses and fees of Third Party Providers
- Review and approve the content of the final ICDs

COMPLETION CRITERIA

This task is considered complete when the Agency has reviewed and approved the content of the finalized ICDs.

3.4 Data Conversion Study

The Contractor will analyze legacy RMS databases that are candidates for conversion into the Mark43 RMS and produce an initial mapping of legacy RMS data fields to the corresponding fields in the Mark43 RMS database tables.

The Contractor will conduct weekly phone calls (total number of sessions to be determined) to gather information about legacy RMS database(s) that are candidates for conversion into the Mark43 RMS. During this period, the Contractor will:

- Interview Agency subject matter experts
- View legacy data in the current system to see where it might fit in the Mark43 RMS database
- Examine documentation and sample data from the legacy system(s)

At the conclusion of the analysis, the Contractor will produce a Data Conversion Study document that contains:

- A high-level discussion outlining the conversion of legacy RMS data into the Mark43 RMS
- Identification of functional areas of the legacy system that are considered good candidates for conversion and those areas that are not considered good candidates, along with reasons why the functional areas are classified as "good" or "not good" candidates for conversion
- The historical time frame of the data to be converted

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)

AGENCY TEAM PARTICIPATION

- Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Records Working Group Leader
- Records Working Group Representative(s)

PREREQUISITES

- Project Planning Meeting

DELIVERABLES

- Mark43 RMS Data Conversion Study

CONTRACTOR RESPONSIBILITIES

- Remotely gather information necessary to analyze legacy RMS data conversion options
- Product the Mark43 RMS Data Conversion Study

AGENCY RESPONSIBILITIES

- Supply a subset of data to the Contractor Technical Services Team for use in the analysis and data mapping for data conversion
- Ensure Working Group Representatives who understand the structure and the use of legacy RMS data are available to work with the Contractor Technical Services Team for the duration of this task
- Provide additional data or scrubbed data based on feedback from the Contractor Technical Services Team, if requested

COMPLETION CRITERIA

This task is considered complete upon the Agency's acceptance of the Mark43 RMS Data Conversion Study.

3.5

3.6 System Configuration

The Contractor will setup and configure:

- Users

- Roles (user groups and associated permissions)
- Offense codes
- Shapefiles

The Agency will then have access to the application and can begin informal parallel processing (user acceptance testing). After creation of the Agency tenant, the Contractor will access the application remotely for subsequent implementation tasks, including configuring components, setting up interfaces, conducting testing, and troubleshooting problems.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)
- Operational Support Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Records Working Group Leader
- Records Working Group Representative(s)

PREREQUISITES

- VPN access is available
- Completion of RMS hardware delivery and installation (if applicable)

DELIVERABLES

- Mark43 RMS tenant for Agency

CONTRACTOR RESPONSIBILITIES

- Create a tenant on the Mark43 platform for Agency with configuration of users, roles, offense codes, shapefiles

AGENCY RESPONSIBILITIES

- Provide IT support and personnel, as required
- Provide list of all offense codes, charge codes and incident type codes to be used in Mark43 RMS in format specified by Contractor (e.g. Excel spreadsheet)
- Provide list of all users and corresponding roles/user groups in format specified by Contractor
- Provide shapefiles for the Agency's geographical jurisdiction

COMPLETION CRITERIA

This task is considered complete when the Agency verifies that the tenant has been created and is accessible for parallel processing (user acceptance testing).

3.7 Interface Development

During this task, the Contractor will develop the Mark43 RMS interfaces outlined in the "Interface Control Documentation" section above. Once the interfaces have passed the Contractor's internal testing, the interface software will be ready for implementation and testing.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Third Party Provider Interface Stakeholder(s)

PREREQUISITES

- Agency review and approval of the ICDs
- Operation or availability of the external system or Third Party Provider software

DELIVERABLES

- Interfaces developed per the approved ICDs
- Interface software deployed in the Production tenant for testing

CONTRACTOR RESPONSIBILITIES

- Work with the required stakeholders to review interface requirements and design interfaces
- Develop interface software

- Conduct internal interface testing, prior to deployment
- Implement interface software and conduct integration testing
- Identify to the Agency any necessary certifications, and other related issues requiring Agency provided information - at least thirty (30) calendar days prior to scheduled interface installation

AGENCY RESPONSIBILITIES

- Provide subject matter expertise to Contractor, as needed
- Provide Contractor with any available technical documentation on third party systems and how data can be accessed (Data dictionaries, entity relationship documents or ICDs for existing interfaces)
- Provide introductions to appropriate points of contacts with Third Party Providers
- Provide VPN accounts to the Contractor Technical Services Team to access the network for interface development, testing and maintenance
- Provide the following values to Contractor:
    - IP addresses for remote databases
    - Socket value for remote systems
    - Operator IDs (ORIs, terminal mnemonics, as needed by remote systems)
- Provide System Administrator support to the Contractor, as needed
- Enter into agreement(s) and/or statement(s) or work with Third Party Providers outlining any responsibilities of each Third Party Provider in connection with the interfaces and agreeing to pay related costs, expenses and fees of Third Party Providers

COMPLETION CRITERIA

This task is considered complete when each interface (as defined in the ICD) is developed and tested in accordance with the ICDs.

CITY OF REDONDO BEACH APPROVED BY LEGAL DEPT

Once the RMS features and interfaces have been tested internally by the Contractor, the Contractor will make them available for integration and testing by the Agency. This level of testing is performed by the Contractor and Third Party Provider interface stakeholders (and assumes that the Third Party Provider will make available any testing environment). The Contractor will perform this task remotely.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Third Party Vendor Interface Stakeholder(s)

PREREQUISITES

- Completion of Interface Development

DELIVERABLES

- Test plans for each integration, as mutually agreed on by the Contractor and respective Third Party Provider

1.

CONTRACTOR RESPONSIBILITIES

- Deploy interfaces to the Production tenant
- Conduct integration and testing activities

AGENCY RESPONSIBILITIES

- Provide IT support and personnel, as required
- Facilitate introductions between Contractor and Third Party Providers, and assist in obtaining technical documentation and interface points required for the respective integration
- Enter into agreement(s) and/or statement(s) or work with Third Party Providers outlining any responsibilities of each Third Party Provider in connection with the interfaces and agreeing to pay related costs, expenses and fees of Third Party Providers

COMPLETION CRITERIA

This task is considered complete when the Agency verifies that the Contractor has completed its integration and testing activities and receives notice that the Mark43 RMS is ready for functional testing.

3.10 Functional Testing

The Agency and Contractor will conduct functional testing of the System. Agency Working Group representatives will verify the operability of each functional item in test scripts provided by the Contractor. The Contractor and the Agency will jointly document and track the results of the test as either pass or fail. The Contractor will have up to ten (10) business days to propose a preliminary solution and delivery estimate for any functional item that fails a test. The Agency will re-test Contractor corrections and report the findings until issues are resolved.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Representatives from all Working Groups

PREREQUISITES

- Creation of a tenant for Agency with configuration of users, roles, offense codes, shapefiles
- Agency and Contractor mutual confirmation that the System is ready for testing

DELIVERABLES

- Contractor-created test scripts to verify the operability of System features and workflows
- Completion of the System Functional Testing

CONTRACTOR RESPONSIBILITIES

- Certify all applicable software, systems and ancillary systems as ready for System functional testing
- Provide on-site assistance during functional testing, as needed

- Document and review any discrepancies identified during the functional testing process
- Correct any functional item that fails a test, provide a mutually acceptable workaround and/or propose a preliminary solution and delivery estimate for any functional item that fails a test

AGENCY RESPONSIBILITIES

- Execute functional testing
- Track and document test results
- Retest Contractor corrections and/or mutually acceptable workaround

COMPLETION CRITERIA

This task is considered complete when the System successfully passes the functional testing, as defined in the test scripts provided by the Contractor, and the Contractor has either provided solution(s) for the failed test(s) or; the Agency has approved a Contractor-provided workaround or plan for correction.

3.11 Policy/General Orders Review

The Contractor will assist the Agency in revising Policy/General Orders for records management and field reporting. The Contractor will provide suggestions based on RMS product expertise and feedback from Functional Testing. The Agency will ultimately be responsible for writing, disseminating and enforcing the new Policy/General Orders prior to cutover to the System.

2.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Executive Sponsor

- All Working Group Leaders
- Policy & Change Management Working Group Representative(s)

PREREQUISITES

- Completion of Functional Testing
- Delivery of current records management and field reporting Policy/General Orders to Contractor

DELIVERABLES

- Revised Policy/General Orders for records management and field reporting with the System

CONTRACTOR RESPONSIBILITIES

- Review Agency's current Policy/General Orders for records management and field reporting and recommended language changes, where applicable, based on product expertise and Functional Testing feedback
- Review draft revised Policy/General Orders from Agency for product workflow accuracy
- Review final revised Policy/General Orders from Agency for product workflow accuracy

AGENCY RESPONSIBILITIES

- Identify appropriate points of contact for Policy/General Orders revision, review, approval
- Provide Contractor current Policy/General Orders for records management and field reporting
- Draft revised Policy/General Orders and provide to Contractor for review of product workflow accuracy
- Finalize revised Policy/General Orders and provide to Contractor for review product workflow accuracy

- Disseminate revised Policy/General Orders to all users prior to cutover to the System

COMPLETION CRITERIA

This task is considered complete when the Agency has finalized revised Policy/General Orders for records management and field reporting that accurately reflects System workflows, and established the dissemination/effective date for cutover to the System.

3.12 Product Documentation

The Contractor will deliver the deliver final technical documentation as listed under the "Deliverables" section below. Documentation will be delivered in electronic copy, which will enable the Agency to distribute copies within the organization as needed to support the System.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager

3.

PREREQUISITES

- Functional Testing
- Interface Development and Testing

DELIVERABLES

Contractor will deliver the following product documentation in electronic format:

- System Administration/Technical Documentation:
    - Application Programming Interface (API) Technical Manual
    - RMS Data Dictionary

- User Documentation
    - System User Guide(s)

CONTRACTOR RESPONSIBILITIES

- Deliver the product documentation listed above

AGENCY RESPONSIBILITIES

- None

COMPLETION CRITERIA

This task is considered complete upon the Agency's acceptance of the documents listed above under the "Deliverables" section.

3.13 Trainer Training

The Contractor will provide Train-the-Trainer courses per the Training Curriculum in Attachment B. The Training curriculum includes Train-the-Trainer courses designed to prepare Agency Trainers for end-user training and Administration courses designed to prepare Agency admin personnel to configure and support the System.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Support Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Designated Agency Trainers

PREREQUISITES

- Completion of Functional Testing

- Configuration and testing of the System
- Delivery of Product Documentation

DELIVERABLES

- Contractor on-site training services
- Agency Trainer training course material
- End user training course material

CONTRACTOR RESPONSIBILITIES

- Provide System training for Agency Training staff members for all RMS features per a mutually agreed to schedule and as defined the Training Curriculum in Attachment B
- Provide training materials for classes

AGENCY RESPONSIBILITIES

- Identify Agency Trainers from necessary Working Groups
- Designate and assign personnel to receive training in groups not to exceed the class size listed in the Training Curriculum in Attachment B
- Provide sufficient copies of training documentation to support all students in the training classes
- Provide the necessary classrooms, facilities, and copies of the materials
- Provide one full-function workstation per student, one full-function workstation for the instructor, a projection screen, a whiteboard and connectivity to the server
- Ensure that appropriate Agency Trainers are available to actively participate in the entire scheduled training programs

COMPLETION CRITERIA

This task is considered complete at the conclusion of all Contractor-provided Trainer training sessions for the System as per the Training Curriculum in Attachment B.

3.14

3.15 Cutover Plan

The Contractor and the Agency will jointly develop a Cutover Plan that details the steps necessary to move into live operations. To ensure that the move to live operations goes as smoothly as possible, the Cutover Plan will assign tasks and responsibilities to both Contractor and Agency personnel during the final month before cutover to live operations. The Plan will cover Agency staffing, movement of equipment into final locations, final production database clean out of test events, issue reporting procedures, and planned sequence of events for the cutover day.

The Contractor will provide the initial draft of the Cutover Plan to the Agency for review. The Agency will review the draft and provide feedback to the Contractor to incorporate into a final Cutover Plan.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Executive Sponsor
- All Working Group Leaders

PREREQUISITES

- None

DELIVERABLES

- Draft Cutover Plan
- Final Cutover Plan

CONTRACTOR RESPONSIBILITIES

- Create a draft Mark43 Cutover Plan
- Work with Agency personnel to refine the Cutover Plan
- Submit a final Mark43 Cutover Plan

AGENCY RESPONSIBILITIES

- Review and comment on the draft Mark43 Cutover Plan
- Work with Contractor personnel to refine the Cutover Plan
- Review and approve the final Mark43 Cutover Plan

COMPLETION CRITERIA

This task is considered complete when the Agency has reviewed and approved the final Mark43 Cutover Plan no less than thirty (30) calendar days prior to the scheduled cutover.

3.16

3.17 Cutover Readiness Review

3.18

The purpose of this meeting between the Contractor and the Agency is to confirm that all preparations for Mark43 Cutover activities have been completed. The Readiness Review verifies that the following has occurred:

- Cutover Plan approval
- Identification and approval of a schedule for cutover activities
- Identification and scheduling of Contractor and Agency resources required for go-live activities
- Notification of planned system cutover to internal and external interface stakeholders supplying systems integral to go-live operations
- Data conversion audit complete and approved
- Policy/General Orders revisions completed, approved, and scheduled for effective date at cutover

- Post-cutover Support procedures established

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)
- Support Team Representative(s)

AGENCY TEAM PARTICIPATION

- Project Manager
- Executive Sponsor
- All Working Group Leaders

PREREQUISITES

- Completion of all end-user training designated by the Agency as being required for "go-live"
- Completion of revised Policy/General Orders

DELIVERABLES

- Completion of the Readiness Review Meeting
- Agency final approval for cutover to live operations on the date/time specified in the Cutover Plan

CONTRACTOR RESPONSIBILITIES

- Provide specified personnel to attend Readiness Review meeting

AGENCY RESPONSIBILITIES

- Provide specified personnel to attend Readiness Review meeting
- Provide final approval for cutover to live operations on the date/time specified in the Cutover Plan

COMPLETION CRITERIA

This task is considered complete upon conclusion of the Readiness Review meeting and documentation of Agency approval to commence with Mark43 cutover.

3.19 Cutover

Once the Contractor and the Agency have held the Readiness Review meeting, the Contractor will certify the System as operational and ready for cutover. The final decision for cutover to live operations ultimately rests with the Agency. Upon cutover to Mark43, Contractor personnel will assist the Agency in placing the System into production use. Contractor personnel will be on-site at least one (1) day prior to live operations and will provide post-cutover on-site support for three (3) days.

Agency Trainers will be scheduled to provide knowledgeable Agency support to all shifts during the first few days after cutover to live operations in conjunction with the scheduled Contractor staff.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)
- Support Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Executive Sponsor
- All Working Group Leaders

PREREQUISITES

- Completion of all prior projects tasks
- Completion and acceptance of the Mark43 Cutover Plan
- Completion of the Readiness Review meeting
- Completion of changes to Policy/General Orders

DELIVERABLES

- Contractor on-site support services for three (3) days during cutover

CONTRACTOR RESPONSIBILITIES

- Assist Agency staff in placing the System into a production status
- Monitor the initial operation of the System and answer any operational questions raised by the Agency
- Assist end users in utilizing the System
- Provide remote support following on-site cutover support

AGENCY RESPONSIBILITIES

- Place the System into production and begin operational use in consultation with Contractor and in accordance with the Cutover Schedule
- Provide Trainers to answer end-user questions, in conjunction with the Contractor staff
- Provide a detailed list of questions and issues that still require explanation or resolution by Contractor at the end of each day
- Ensure new Policy/General Orders are in effect and readily available for user reference

COMPLETION CRITERIA

This task is considered complete after three (3) days from cutover and on-site Contractor support has ended.

CERTIFICATE OF LIABILITY INSURANCE

9/23/2018

DATE (MM/DD/YYYY) 12/5/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Continental Casualty Company — 20443
INSURED 1436381 Mark43 Inc. 28 East 28th Street , 12 Flr. New York NY 10016	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 15089516 **REVISION NUMBER:** XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	6020088456	10/14/2017	10/14/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	N	N	6020088456	10/14/2017	10/14/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	6024567826	10/14/2017	10/14/2018	EACH OCCURRENCE AGGREGATE SIR	$ 5,000,000 $ 5,000,000 $ 10,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	6020033084	9/23/2017	9/23/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Property	N	N	6020088456(Property)	10/14/2017	10/14/2018	BPP: $26,530 Deductible: $1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Redondo Beach is included as additional insured as required by written contract. Waiver of Subrogation applies per written contract.

CERTIFICATE HOLDER

15089516
City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Michael P. Calabrese

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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

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

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

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

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

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

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

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

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That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

(1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(2) The coverage provided to the additional insured by this endorsement and paragraph **F.9.** of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.

(3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

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

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to **Paragraph H.** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS**:

H. Other Insurance

4. This insurance is excess over any other valid and collectible insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

(1) rented to you;

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

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B. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

C. The first Paragraph under item **5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property **damage" to any one premises**, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

e. Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

7. Bodily Injury

Section **F. Liability and Medical Expenses Definitions**, item 3. "Bodily Injury" is deleted and replaced with the following:

"**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

a. The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:**

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is based solely on either disparate impact (as opposed to disparate treatment) or vicarious liability, and:

1. Not done intentionally by or at the direction of:

a. The insured; or

b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

b. The following is added to Exclusions, **Section B.:**

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

c. This provision **(Expanded Personal and Advertising Injury)** does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

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Administrative Report

H.5., **File #** 25-1430 **Meeting Date:** 10/14/2025

To: **MAYOR AND CITY COUNCIL**

From: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH SECTRAN SECURITY, INC. FOR ARMORED VEHICLE PICKUP SERVICE AT CITY HALL, THE COMMUNITY SERVICES DEPARTMENT OFFICE BUILDING, ALTA VISTA COMMUNITY CENTER, AND SEASIDE LAGOON FOR A COST OF $60,000 FOR THE PERIOD OCTOBER 17, 2025 TO OCTOBER 31, 2028

EXECUTIVE SUMMARY

Sectran Security, Incorperated (Sectran) provides armored cash, check pickup and bank delivery services for various City facilities to ensure safe and secure processing of City deposits. Currently these services are provided through two separate agreements. The recommended agreement would consolidate these services Citywide into one agreement for the period October 17, 2025 to October 31, 2028, for a total three-year estimated cost of $60,000. Funding for these services is included in the facility and operating Department budgets that utilize the services.

BACKGROUND

Sectran currently provides armored deposit pickup and bank delivery services for City Hall as well as the Community Services Department Office on Artesia Blvd., Alta Vista Community Center, and Seaside Lagoon. This service ensures safe and secure delivery of the City's revenue proceeds.

City Hall pickups are currently managed through an independent agreement administered by the Finance Department that is set to expire on October 16, 2025. The Community Services Department holds a separate agreement that is scheduled to expire on October 31, 2025. In an effort to increase efficiency and simplify contract administration, staff is proposing a consolidated agreement for Sectran's service to address all pickup locations citywide. The Agreement would commence October 17, 2025 and carry a three-year term that would expire on October 31, 2028. Fees for each facility are based on the location and frequency of pickups, with the following rates listed in the table below:

Location	Service Frequency	Service Fee
City Hall	Daily (Monday – Friday)	$649 per month
Community Services Office	One day per week	$195 per month
Alta Vista Community Center	One day per week	$198.79 per month
Seaside Lagoon	Daily	$40 per day

The service fees are fixed over the term of the agreement.

COORDINATION

The Community Services Department coordinated with the Financial Services Department and the City Attorney's Office to develop the proposed Agreement.

FISCAL IMPACT

The total estimated cost for the three-year agreement is $60,000 ($20,000 per year). Funding for the service is included in the Community Services and Financial Services Department's annual operating budgets.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Sectran Security, Incorperated., with Insurance

AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND SECTRAN SECURITY, INCORPORATED

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Sectran Security, Incorporated, 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.

* * * * *

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. Unless otherwise provided herein, all changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

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. 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.

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. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

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

Administrative Report

H.6., **File #** 25-1407 **Meeting Date:** 10/14/2025

To: **MAYOR AND CITY COUNCIL**
From: JAMES A. LIGHT, MAYOR
LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

ADOPT BY TITLE ONLY ORDINANCE 3298-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 1 SECTIONS 2-9.100, 2-9.101, 2-9.102, 2-9.103, 2-9.106, 2-9.107, AND SECTION 2-9.109 AND ADDING SECTIONS 2-9.110 AND 2-9.111 AND DELETING IN ITS ENTIRETY SECTION 2-9.108 PERTAINING TO THE UNIFORM REGULATIONS OF COMMISSIONS. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3299-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING REDONDO BEACH MUNICIPAL CODE TITLE 2, CHAPTER 9, ARTICLE 4, SECTIONS 2-9.401, 2-9.402, AND 2-9.403 PERTAINING TO THE PUBLIC WORKS, SAFETY, AND SUSTAINABILITY COMMISSION. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3300-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 7, SECTION 2-9.702 AND AMENDING SECTIONS 2-9.704, AND 2-9.709, AND RENUMBERING TO 2-9.703 AND 2-9.704, RESPECTIVELY, AND DELETING SECTIONS 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709, 2-9.712 AND 2-9.714; AND RENUMBERING SECTIONS 2-9.710 TO 2-9.705; AND 2-9.711 TO 2-9.706 PERTAINING TO THE HARBOR COMMISSION. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3301-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING REDONDO BEACH MUNICIPAL CODE TITLE 2, CHAPTER 9, ARTICLE 10, SECTIONS 2-9.1002 AND 2-9.1003 PERTAINING TO THE PLANNING COMMISSION. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3302-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 13, SECTIONS 2-9.1301 AND 2-9.1302 PERTAINING TO THE BUDGET AND FINANCE COMMISSION. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3303-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 14, SECTIONS 2-9.1402 AND 2-9.1403 PERTAINING TO THE CULTURAL ARTS COMMISSION. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3304-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 15, SECTIONS 2-9.1502 AND 2-9.1503 PERTAINING TO THE PUBLIC AMENITIES COMMISSION. FOR SECOND READING AND ADOPTION

ADOPT BY TITLE ONLY ORDINANCE 3305-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 4, ARTICLES 1, 3, 4, 5 AND 6, SECTIONS 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 AND 10-4.601 PERTAINING TO HISTORIC RESOURCES PRESERVATION. FOR SECOND READING AND ADOPTION

EXECUTIVE SUMMARY

This item provides for the second reading and adoption of a number of ordinances prepared to update sections of the Redondo Beach Municipal Code (RBMC) related to City Commissions. The changes were first introduced by the Mayor on September 2, 2025, then refined by a Council Subcommittee of Mayor Pro Tem Behrendt and Councilmember Obagi, and discussed again by the City Council on September 9, 2025 and September 16, 2025. The Ordinances were introduced for first reading at the October 7, 2025 City Council meeting.

The ordinances proposed with this report reflect the subsequent and collaborative updates made by Mayor Pro Tem Behrendt, the Mayor, the City Attorney's Office, relevant Commission liaisons, and City staff. The documents presented for City Council consideration include:

- Ordinances revising the RBMC to incorporate approved revisions to the following:
    - Uniform Regulation of Commissions
    - Public Works and Sustainability Commission
    - Harbor Commission
    - Planning Commission
    - Budget and Finance Commission
    - Cultural Arts Commission
    - Public Amenities Commission
    - Historic Resources Preservation Commission

The proposed updates would ensure consistency across City Commissions, clarify the roles and responsibilities of Commissioners, and simplify the administration of City Commissions, which provide a vital conduit for public participation in the City's decision-making process.

BACKGROUND

The Ordinances being presented for second reading and adoption represent a continuation of efforts initiated by Mayor Light in 2024 to enhance the City's Commission structure by consolidating, amending, and eliminating Commissions to more accurately reflect the current needs of the City. Several changes have already been made, including:

- Consolidating existing City Commissions
- Expanding Commissions' ability to cancel their next regularly scheduled meeting as needed
- Consolidating functions from unstaffed City Boards to active Commissions
- Revising the composition and qualifications for the Youth Commission

- Dissolution of the Public Safety Commission, with safety-related responsibilities proposed for reassignment to the Public Works and Sustainability Commission

This item further refines the RMBC with respect to the Uniform Regulations of Commissions, Public Works and Sustainability Commission, Harbor Commission, Budget and Finance Commission, Cultural Arts Commission, Public Amenities Commission, and clean-up to update references to Historic Resources Preservation.

These items were discussed on September 2, 9, and 16, 2025, with the results of these proceedings being reflected in the Ordinances introduced to the Council for first reading on October 7, 2025.

If approved for second reading and adoption, the proposed Ordinances would revise the RBMC to reflect the current duties and responsibilities of the City's appointed Commissioners in an effort to clarify expectations, simplify administration for these vital public bodies, and ensure their success moving forward.

The changes are designed to strengthen the governance framework for City Commissions, promote transparency, ensure consistency across all advisory bodies, and would take effect 30 days following second reading and adoption by Council.

COORDINATION

The drafted documents were coordinated by Mayor Pro Tem Behrendt, the Mayor, City Manager's Office, the City Attorney's Office, and the applicable Commission liaisons.

FISCAL IMPACT

There is no fiscal impact associated with this item.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

Proposed Ordinances

- Ord 3298-25 - Amending RBMC Title 2, Chapter 9, Article 1, Sections 2-9.100, 2-9.101, 2-9.102, 2-9.103, 2-9.106, 2-9.107, and Section 2-9.109 and Adding Sections 2-9.110 and 2-9.111 and Deleting in its Entirety Section 2-9.108 Pertaining to the Uniform Regulations of Commissions
- Ord 3299-25 - Amending RBMC Title 2, Chapter 9, Article 4, Sections 2-9.401, 2-9.402, and 2-9.403 Pertaining to the Public Works, Safety, and Sustainability Commission
- Ord 3300-25 - Amending RBMC Title 2, Chapter 9, Article 7, Section 2-9.702 and Amending Sections 2-9.704 and 2-9.709, and Renumbering to 2-9.703 and 2-9.704 Respectively, and Deleting Sections 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709, 2-9.712, and 2-9.714; and Renumbering Sections 2-9.710 to 2-9.705; and 2-9.711 to 2-9.706 Pertaining to the Harbor Commission
- Ord 3301-25 - Amending RBMC Title 2, Chapter 9, Article 10, Sections 2-9.1002 and 2-9.1003 Pertaining to the Planning Commission
- Ord 3302-25 - Amending RBMC Title 2, Chapter 9, Article 13, Sections 2-9.1301 and 2-9.1302 Pertaining to the Budget And Finance Commission
- Ord 3303-25 - Amending RBMC Title 2, Chapter 9, Article 14, Sections 2-9.1402 and 2-9.1403

Pertaining to the Cultural Arts Commission

- Ord 3304-25 - Amending RBMC Title 2, Chapter 9, Article 15, Sections 2-9.1502 and 2-9.1503 Pertaining to the Public Amenities Commission
- Ord 3305-25 - Amending RBMC Title 10, Chapter 4, Articles 1, 3, 4, 5 and 6, Sections 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 and 10-4.601 Pertaining to Historic Resources Preservation

Existing RBMC Sections

- RBMC - Chapter 9, Article 1 - Uniform Regulations
- RBMC - Chapter 9, Article 4 - Public Works and Sustainability Commission
- RBMC - Chapter 9, Article 7 - Harbor Commission
- RBMC - Chapter 9, Article 10 - Planning Commission
- RBMC - Chapter 9, Article 13 - Budget and Finance Commission
- RBMC - Chapter 9, Article 14 - Cultural Arts Commission
- RBMC - Chapter 9, Article 15 - Public Amenities Commission
- RBMC - Chapter 10, Articles 1-8 - Historic Resources Preservation

Also Included

- Administrative Report - City Council, September 2, 2025
- Administrative Report - City Council, September 9, 2025
- Administrative Report - City Council, September 16, 2025
- Administrative Report - City Council, October 7, 2025

ORDINANCE NO. 3298-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 1, SECTIONS 2-9.100, 2-9.101, 2-9.102, 2-9.103, 2-9.106, 2-9.107 AND 2-9.109 AND ADDING SECTIONS 2-9.110 AND 2-9.111 AND DELETING IN ITS ENTIRETY SECTION 2-9.108 PERTAINING TO UNIFORM REGULATIONS OF COMMISSIONS

WHEREAS, the City of Redondo Beach employs a number of Commissions that serve as advisory and decision-making bodies that provide public input and expertise to the City Council on specific areas of interest; and

WHEREAS, the role of the Commissions has evolved through the years; and

WHEREAS, several sections of the Redondo Beach Municipal Code sections related to the City's Commissions have become outdated and no longer reflect the role they play for the City; and

WHEREAS, the evolution of Commission-related ordinances has resulted in duplicative and conflicting elements that complicate operations and are in need of revisions; and

WHEREAS, the City Council desires to clearly define the role of each commission; and

WHEREAS, the City Council desires to ensure the Redondo Beach Municipal Code accurately reflects the needs served by each Commission; and

WHEREAS, the City Council desires to eliminate conflicting elements of the Commission-related ordinances; and

WHEREAS, the City Council desires to clearly define objective attendance requirements for Commissioners.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.100 is hereby amended to read as follows:

"§ 2-9.100 Appointment and terms of members.

(a) The members of each board and commission shall serve for a term of four years, commencing October 1 and ending September 30 or as soon thereafter as his or her successor is appointed and qualified.

(b) The members of each board and commission shall be appointed by the Mayor, subject to confirmation by the City Council, within 60 days after the expiration of the four-year term or within 60 days after a vacancy occurs. If the Mayor shall have failed to make an appointment within such period, any member of the City Council may nominate an eligible person to fill such vacancy. Four affirmative votes of the City Council to appoint such nominated person shall result in the appointment. Any appointment to fill an unexpired term shall be for such unexpired period.

(c) A term of four years is a full term and a term of less than four years is a partial term. No person shall serve on the same board or commission after serving two full terms on that board or commission. If a person serves a partial term that exceeds two years, or serves more than one partial term that cumulatively exceeds two years, (excluding any leap day), it shall be considered a full term for the purpose of this provision. No member of a board or commission shall serve simultaneously on more than one board or commission, or as an elected or appointed official, or City employee, of the City of Redondo Beach.

(d) Where practical, at least one member of each board and commission should be appointed from each Council district, with qualifications for appointment prioritized over district residency.

(e) If a section related to the appointment and terms of members of a specific board or commission differs from this section, the section related to the appointment and terms of members of the specific board or commission shall prevail."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.101 is hereby amended to read as follows:

"§ 2-9.101 Organization meetings, chairperson, meeting cancelations.

(a) Each board or commission shall meet as soon after the first day of October of every year as practical for the purpose of organizing. At such organization meeting, or in the first meeting after a vacancy in the chairperson or vice chair position is declared, the boards and commissions shall organize themselves by electing one of its members to serve as chairperson and one member to serve as vice chair for the ensuing year. Commissions may elect a new Chair/Vice Chair at any time, but, at a minimum, a Chair/Vice Chair must be elected annually, as described above. Each board or commission shall hold a regular meeting at least once each month, subject to the meeting cancelation procedures in subdivision (c) of this section. In addition to any such regular meetings, each board and commission, upon approval of a majority, may hold whatever special meetings may be necessary or convenient to dispose of business within its jurisdiction without delay, with the approval of the City Council, City Manager, or staff

liaison with the approval and/or at the direction of the City Manager. All proceedings of any board or commission shall be open to the public.

(b) Commissions may form subcommittees on subject matters within their jurisdiction, and subject to the rights and powers granted to the Commission, by a motion approved by the majority of the commission. Any subcommittee formed shall be comprised of less than the number of commission members that would constitute a quorum of the commission under the Brown Act (defined as the Ralph M. Brown Act, California Government Code sections 54950, *et seq.*, and as otherwise amended and codified under California law). The subcommittee must have a defined termination date and/or terminate upon the completion of a specified task or purpose. Each commission may, by a motion approved by the majority, empower a subcommittee to report back to the commission regarding its subcommittee deliberations during public session and/or empower the subcommittee to produce written materials and/or an oral report for staff, the City Council, and/or another City commission. With the approval of the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager, the subcommittee may represent the commission in a public meeting of another public agency.

(c) Regular meetings may only be canceled (i) for an anticipated lack of business or a quorum by a majority vote of commissioners or members, and only during the regular meeting that immediately precedes the meeting to be canceled, or (ii) for an anticipated lack of business or a quorum, or other unforeseen circumstances, by the staff liaison with the approval and/or at the direction of the City Manager. The staff liaison or City Manager shall inform the City Council and Mayor of the cancellation and the reason(s) for it. In order to cancel a meeting, the commissioners or members must publicly vote to cancel the next scheduled meeting during the “Adjournment” item on the commission agenda. No future meetings beyond the next scheduled meeting may be canceled in advance.”

SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.102 is hereby amended to read as follows:

“§ 2-9.102 Procedure.

The following procedure shall be followed by boards and commissions, at public meetings:

(a) Each member of a board or commission who is present for a vote shall vote unless the member states the reasons for abstaining for the record.

(b) City staff shall maintain a true and correct record of all proceedings of all boards or commission and ensure such records are available to the public through the City Clerk’s office.”

SECTION 4. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.103 is hereby amended to read as follows:

"§ 2-9.103 Proceedings.

Each board or commission shall conduct its public meetings in accordance with the Redondo Beach Municipal Code and City Council Rules of Conduct and Decorum."

SECTION 5. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.106 is hereby amended in its entirety to read as follows:

"§ 2-9.106 Membership eligibility.

Membership on any City board or commission shall be limited to residents who are registered voters of the City, with the exception of the Youth Commission as defined in Article 6 of this chapter. Each commission may have additional eligibility and qualification requirements as specified by the sections governing each commission."

SECTION 6. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.107 is hereby amended in its entirety to read as follows:

"§ 2-9.107 Vacancies.

(a) In the following instances a board member or commissioner's position shall automatically become vacant and so declared by the City Council if the board member or commissioner:

(1) Resigns;

(2) Informs the Mayor and City Council in writing that they are unable to fulfill their term for any reason;

(3) Is convicted of a crime involving moral turpitude;

(4) Ceases to be a legally registered voter of the City;

(5) Ceases to reside in the City of Redondo Beach;

(6) Is removed by the City Council pursuant to Section 2-9.109;

(7) Is absent from three regular meetings of such board or commission during any twelve (12) month period of time after October 1, 2025. For the purposes of determining absences, a board or commission member shall not be deemed absent if a meeting is canceled, unless the board or commission member's absence was the cause of the meeting's cancelation due to lack of quorum;

(8) Dies; or

(9) Is adjudicated to be physically or mentally incapacitated due to disease, illness, or accident, and that there is reasonable cause to believe that they will not be able to perform their duties for the remainder of their term.

(b) Vacancies occurring in any board or commission shall be filled in the manner set forth in Section 2-9.100."

SECTION 7. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.108 is hereby repealed in its entirety:

SECTION 8. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.109 is hereby amended to read as follows:

"§2.9-109 General Powers and Duties

The members of each board and commission may be removed from office by a vote of the majority of all members of the Council upon any grounds including but not limited to those described in §2.9-111 and/or those sections related to specific commissions.

SECTION 9. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.110 is hereby added in its entirety to read as follows:

"§2.9-110 General Powers and Duties

(a) All commissions shall provide advice to the City Council on matters within their jurisdiction as defined in the respective sections addressing each commission's powers and duties. This is the primary duty of all commissions.

(b) Commissions shall provide advice on matters assigned to the commission by the Redondo Beach Municipal Code, the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager.

(c) Commissions shall provide advice to the City Council on annual budgets and strategic plans prior to the City Council's deliberations on these matters.

(d) Commissions may, under the "Commission Member Items and Future Commission Agenda Topics" section of the commission's meeting agenda, advise the City Council on a matter if: 1) a commissioner moves to agendize the item, another commissioner seconds the motion and the commission approves agendizing the matter by majority vote; and 2) it is a matter that falls within the jurisdiction, powers and duties of the commission; and 3) the staff liaison, with the approval and/or at the direction of the City Manager, agrees. On matters in which the staff liaison disagrees with the commission, the commission may, by majority vote, seek the City Council's determination as to the appropriateness of the commission's proposed action. The staff liaison or City Manager shall inform the City Council and Mayor of the disagreement and the commission's request.

(e) Commissions may have additional powers and duties as defined in the sections related to each commission."

SECTION 10. AMENDMENT OF CODE. Title 2, Chapter 9, Article 1, Section 2-9.111 is hereby added in its entirety to read as follows:

"§2.9-111 Limited and Restricted Scope of Powers and Duties of Commissions:

Except as otherwise provided in the Redondo Beach Municipal Code and/or those sections related to specific commissions:

(a) Each commission is a reviewing and advising/recommending body only; and

(b) Each commission and each commissioner shall have no power, duty, responsibility, role or authority to:

(1) Demand that any particular City staff, personnel, contractor, elected or appointed official, or any other person or entity participate in or appear before a meeting of the commission or undertake any action or omission;

(2) Demand that any documents or information be provided to or generated for the commission;

(3) Direct, interfere with or participate in, the operations or management of any City department, staff, personnel, or contractor;

(4) Review, evaluate, investigate, or comment upon matters that are solely within the duties and functions of any other commissions or committees, unless directed to do so by the City Council, City Manager or staff liaison with the approval and/or at the direction of the City Manager;

(5) Review, evaluate, investigate, or comment upon individual complaints involving any City department, personnel, contractor, elected or appointed officials or others;

(6) Represent to be acting for on behalf of the City, its staff, personnel, or contractors;

(7) Commit the officers, employees, staff, or elected or appointed officials of the City to a specific position or to any course of action, and may not make referrals to City staff, except as authorized by specific sections governing the commission or if specifically directed by the City Council;

(8) Act in an oversight role of any City function, department or over any elected or appointed positions;

(9) Assert any power, authority, or privileges through the use of their title or appointed position in any context other than that which is allowed by the Redondo Beach Municipal Code.

(c) Commissioners who violate, or other fail to abide with, this section may be removed by the City Council in accordance with Title 2, Chapter 9, section 2-9.109."

SECTION 11. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 12. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 13. This ordinance shall be published by one insertion in the official newspaper of said city or published in conformance with the alternative publication requirements pursuant to Redondo Beach City Charter §9.15 and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2025.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. 3298-25 was duly introduced at a regular meeting of the City Council held on the 7th day of October, 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the 14th day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Eleanor Manzano, CMC
City Clerk

ORDINANCE NO. 3299-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 4, SECTIONS 2-9.401, 2-9.402, AND 2-9.403 PERTAINING TO THE PUBLIC WORKS, SAFETY, AND SUSTAINABILITY COMMISSION

WHEREAS, the City of Redondo Beach employs a number of Commissions that serve as advisory and decision-making bodies that provide public input and expertise to the City Council on specific areas of interest; and

WHEREAS, the role of the Commissions has evolved through the years; and

WHEREAS, several sections of the Redondo Beach Municipal Code sections related to the City's Commissions have become outdated and no longer reflect the role they play for the City; and

WHEREAS, the evolution of Commission-related ordinances has resulted in duplicative and conflicting elements that complicate operations and are in need of revisions; and

WHEREAS, the City Council desires to clearly define the role of each commission; and

WHEREAS, the City Council desires to ensure the Redondo Beach Municipal Code accurately reflects the needs served by each Commission; and

WHEREAS, the City Council desires to eliminate conflicting elements of the Commission-related ordinances; and

WHEREAS, the City Council desires to clearly define objective attendance requirements for Commissioners.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 4, Section 2-9.401 is hereby amended to read as follows:

"§ 2-9.401 Created.
There is hereby created a Public Works, Safety and Sustainability Commission."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 4, Section 2-9.402 is hereby amended to read as follows:

"§ 2-9.402 Appointment of members.

(a) The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each council district and two members shall be appointed at large. Except in cases of practical difficulty, unnecessary hardship, or extreme differences, two members shall be persons experienced in construction, two members shall be physically handicapped persons, and one person shall be a public member. The Chief Building Official shall be an ex officio member of the Commission, but shall not be entitled to vote."

SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 4, Section 2-9.403 is hereby amended to read as follows:

"§ 2-9.403 Powers and duties

(a) The Commission shall advise the Mayor and City Council in all matters relating to public works, capital improvement programs, solid waste and hazardous waste disposal, public utilities, traffic and transportation, and in such other matters as directed by the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager.

(b) The Commission shall advise the Mayor and City Council on all environmental and sustainability issues related to Public Works Department operational activities, infrastructure and infrastructure projects, and regulatory compliance and as directed by City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager.

(c) The Commission shall review city-wide crime, fire/medical response, homelessness, and accident statistics and trends on an annual basis, and from this review, provide the commission's concerns and advice on crime and accident statistics and trends to the City Council. The Commission shall provide advice on other public safety related issues when requested by the City Council.

(d) The Commission shall also act as an advisory board to the City Council and Mayor with respect to matters specifically assigned to it from time to time by, or at the direction of, the City Attorney, City Manager, Chief of Police or Fire Chief with the approval and/or direction of the City Manager, or City Council, concerning proposed contracts, funding, legislation or policy initiatives that may substantively impact the quality of life, public safety, privacy, or other major concerns of the City's residents. The Commission shall promptly, with the assistance of the staff liaison, study, discuss, evaluate, and make written reasoned recommendations in an advisory capacity directly to the City Council and Mayor for consideration, as to those specific matters assigned to the Commission. Those recommendations may be issued by the Commission as a whole, and/or by individual Commissioners.

(e) The Commission shall also be responsible for hearing all appeals previously under the purview of the Handicapped Access Appeals Board to completion, which includes hearing written appeals brought by any person regarding action taken by the Building Division of the Community Development Department or the City in the enforcement of the requirements of **Health and Safety Code**, Part 5.5, including the exceptions contained in Section 19957. The Commission may approve or disapprove interpretations of any provision of Part 5.5 of the **Health and Safety Code**, and enforcement actions taken by the Building Division of the Community Development Department. All such approvals or disapprovals shall be final and conclusive as to the Community Development Department of the City, in the absence of fraud or abuse of discretion.

(f) Any interested person may appeal an order of the Chief Building Official within 20 days of the mailing of such order by the Chief Building Official. An appeal shall be in writing and must be received on or before the last day of the appeal period. This time limitation is mandatory and jurisdictional.

(g) Not less than 10 days prior to the date of hearing, the Commission shall cause to be posted notices of the time, date, and place of the hearing at a conspicuous place at the Redondo Beach City Hall, and to be visibly posted at a conspicuous place on not less than two locations on the project which is the subject of the appeal. The Commission may cause to be posted such notices at other locations likely to give notice to interested persons. In addition, the Commission shall give written notice by mail to any person who requests in writing special notice of any or all hearings to be held under this section. However, failure to so notify any person having made a request for notice shall not invalidate the decision or findings of the Commission.

(h) The Commission shall hold a hearing not less than 14 days, but not more than 21 days from the time of the filing of a written appeal from an action taken by the Building Division of the Community Development Department, and shall render its decision in writing, including its findings, within 14 days of the conclusion of the hearing."

SECTION 4. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 6. This ordinance shall be published by one insertion in the official newspaper of said city or published in conformance with the alternative publication requirements

pursuant to Redondo Beach City Charter §9.15 and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2025.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. 3299-25 was duly introduced at a regular meeting of the City Council held on the 7th day of October, 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the 14th day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Eleanor Manzano, CMC
City Clerk

ORDINANCE NO. 3300-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 7, SECTION 2-9.702 AND AMENDING SECTIONS 2-9.704, AND 2-9.709, AND RENUMBERING TO 2-9.703 AND 2-9.704, RESPECTIVELY, AND DELETING SECTIONS 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709, 2-9.712 AND 2-9.714; AND RENUMBERING SECTIONS 2-9.710 TO 2-9.705; AND 2-9.711 TO 2-9.706 PERTAINING TO THE HARBOR COMMISSION

WHEREAS, the City of Redondo Beach employs a number of Commissions that serve as advisory and decision-making bodies that provide public input and expertise to the City Council on specific areas of interest; and

WHEREAS, the role of the Commissions has evolved through the years; and

WHEREAS, several sections of the Redondo Beach Municipal Code sections related to the City's Commissions have become outdated and no longer reflect the role they play for the City; and

WHEREAS, the evolution of Commission-related ordinances has resulted in duplicative and conflicting elements that complicate operations and are in need of revisions; and

WHEREAS, the City Council desires to clearly define the role of each commission; and

WHEREAS, the City Council desires to ensure the Redondo Beach Municipal Code accurately reflects the needs served by each Commission; and

WHEREAS, the City Council desires to eliminate conflicting elements of the Commission-related ordinances; and

WHEREAS, the City Council desires to clearly define objective attendance requirements for Commissioners.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.702 is hereby amended and shall read as follows:

"§ 2-9.702 Jurisdiction

The jurisdiction of the Commission shall be limited to the harbor-pier area boundary as delineated on the map set forth in Section 10-2.2512 of the Redondo Beach Municipal Code."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.704 is hereby amended and renumbered to Section 2-9.703 and shall read as follows:

"§ 2-9.703 Qualifications for appointment.

Unless otherwise authorized by the City Council, appointments to the Commission shall be in accordance with the following criteria:

(a) One member shall be a sailboat or powerboat owner who regularly uses the boating facilities in King Harbor. The boating representative is intended to represent and further the interests of the boaters and vessel operators in King Harbor.

(b) One member may be selected from a list of names submitted by any commercial harbor/pier association. Any list of names submitted by a harbor/pier association shall be submitted to the City Clerk's Department no later than 5 days prior to the close of the deadline for Commissioner applications. The Mayor may select a member from one of these lists of names, or alternatively, select a member at-large.

(c) One member shall be a person who lives adjacent to, but at least 500 feet outside of, the jurisdiction of the Commission. This person shall not be a sailboat or powerboat owner, or a member of any commercial harbor/pier association. The intent of this representative is to further the interests of residents who live in close proximity to, and may be most regularly and directly impacted by, and benefited from, operations and development in the harbor.

(d) Each of the remaining members of the Commission shall have training and experience in one or more of the following disciplines or designations:

(1) An engineer with a degree in engineering and at least three years of engineering experience. The intent of the engineering representative is to add engineering insight into the Commission's deliberations;

(2) A member of the Bar of the State with at least three years of legal experience as an attorney. The intent of the legal experience is to add practical legal insight, experience, and considerations, as well as additional critical and analytical thought, into the Commission's deliberations, which may include contracts, complex issues, and other relevant matters.

(3) A person with at least three years of experience in leasing or managing rental property. The intent of the property management representative is to add property management insight into the Commission's deliberations.

(4) A person with at least three years of experience managing a retail, restaurant, or marine-related business. The intent of the business management representative is to add business management and operations insight into the Commission's deliberations.

(5) A person with at least three years of experience in a marine and/or watercraft education related profession or practice. The intent of this representative is to add marine and/or watercraft educational representation into the Commission's deliberations.

(6) A person with at least three years of experience in construction management or development. The intent of the construction representative is to add construction insight into the Commission's deliberations.

(7) A person who is a recreational user of the harbor and surrounding waters, and is not a sailboat or powerboat owner or member of any commercial harbor/pier association. The recreational user representative is intended to represent and further the interests of additional recreational uses of the harbor area by a category of persons who may not otherwise be represented on the Commission.

(8) Any of the following:

(a) A certified public accountant, or an officer of a financial institution, with at least three years of experience;

(b) An oceanographer or marine engineer with at least three years of experience;

(c) A State-licensed real estate broker with at least three years of experience;

(d) A State-licensed general contractor with at least three years of experience;

(e) A practicing economic or financial consultant with at least three years of experience;

(f) A commercial developer with at least three years of experience;

(g) An executive or owner/operator of a business with at least three years of experience;

(h) A management level employee with at least three years of experience with a public or governmental entity;

(i) A management level employee with at least three years of experience in harbor recreational development.

(e) A member of the Commission who qualifies for appointment under more than one criteria, discipline, or designation, may, over the duration of that member's term, have that criteria, discipline, or designation changed when a vacancy of the Commission is filled.

(f) No more than three Commissioners may be members of the same public or private club, association, or organization, that exists within the Harbor Commission's geographic jurisdiction.

SECTION 3. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.709 is hereby amended and renumbered to Section 2-9.704 to read as follows:

"§ 2-9.704 Powers and duties.

(a) The Commission shall hold hearings on all applications for Administrative Design Review, Planning Commission Design Review, Conditional Use Permits, Variances, Planned Development Review, Development Agreements, and Temporary Use Permits for the use and development of lands within the jurisdiction of the Commission as provided for in Section 10-2.2512 of Article 12 of Chapter 2 of Title 10 of this Code.

(b) The Commission shall hold hearings on any matter concerning the commercial or recreational development within its jurisdiction. This shall include those matters listed in subdivision (a) above and applications provided for in Section 10-2.2512, hearings related to Coastal Development Permits, and environmental studies, within the jurisdiction of the Commission.

(c) The Commission shall advise the City Council on recommendations and concerns related to the current and future commercial and recreational development of the harbor. The Commission shall be informed of applications for General Plan Amendments, Rezoning, and Local Coastal Program being proposed in the area of its jurisdiction. Unless otherwise directed by the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager, the Commission shall review and advise the City Council on proposed General Plan, zoning, and Local Coastal Program changes to the area under its jurisdiction.
(Ref 10.2.2512)

(d) The Commission shall be advised on all new and assigned lease and sublease arrangements with the City relating to harbor lands, facilities, or improvements in its jurisdiction. Periodically, the Commission shall review, and advise the City Council, concerning vacancies and leasing or subleasing trends in the harbor and pier area under its jurisdiction.

(e) The Commission shall advise the City Council of concerns and/or recommendations related to land-side and/or water-side operations within its jurisdiction. The Commission shall receive periodic reports from Harbor Master/Patrol and Police on incidents, responses, and crime in the area of the Commission jurisdiction. The Commission may make recommendations to the City Council related to public safety in the harbor.

(f) The Commission shall advise the City Council on any other matter concerning the harbor when so requested by the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager."

SECTION 4. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Sections 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709, and 2-9.712 are hereby deleted in their entirety.

SECTION 5. AMENDMENT OF CODE. Title 2, Chapter 9, Article 7, Section 2-9.710 is renumbered to Section 2-9.705; Section 2-9.711 is renumbered to 2-9.706; and Section 2-9.714 is renumbered to 2-9.707.

SECTION 6. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 7. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 8. This ordinance shall be published by one insertion in the official newspaper of said city, or published in conformance with the alternative publication requirements pursuant to Redondo Beach City Charter §9.15 and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2025.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. 3300-25 was duly introduced at a regular meeting of the City Council held on the 7th day of October, 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the 14th day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

ORDINANCE NO. 3301-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 10, SECTIONS 2-9.1002 AND 2-9.1003 PERTAINING TO THE PLANNING COMMISSION

WHEREAS, the City of Redondo Beach employs a number of Commissions that serve as advisory and decision-making bodies that provide public input and expertise to the City Council on specific areas of interest; and

WHEREAS, the role of the Commissions has evolved through the years; and

WHEREAS, several sections of the Redondo Beach Municipal Code sections related to the City's Commissions have become outdated and no longer reflect the role they play for the City; and

WHEREAS, the evolution of Commission-related ordinances has resulted in duplicative and conflicting elements that complicate operations and are in need of revisions; and

WHEREAS, the City Council desires to clearly define the role of each commission; and

WHEREAS, the City Council desires to ensure the Redondo Beach Municipal Code accurately reflects the needs served by each Commission; and

WHEREAS, the City Council desires to eliminate conflicting elements of the Commission-related ordinances; and

WHEREAS, the City Council desires to clearly define objective attendance requirements for Commissioners.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 10, Section 2-9.1002 is hereby amended and shall read as follows:

"§ 2-9.1002 Appointment of members.
The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 10, Section 2-9.1003 is hereby amended and shall read as follows:

“§ 2-9.1003 Powers and duties.

(a) The Commission shall have such powers and duties as prescribed for planning commissions under any law of the State, ordinance of the City, resolution of the City Council, or the Master Plan of the City. These duties include, but are not limited to, those found in Title 10 and summarized as follows:

(1) Acting as advisory agency to City Council related to subdivisions and subdivision compliance (Title 10, Chapter 1, Article 1, Section 10-1.106)

(2) Issuing decisions related to tentative maps (Title 10, Chapter 1, Article 5, Section 10-1.504)

(3) Issuing decisions related to exceptions (Title 10, Chapter1, Article 9, Section 10-1.903)

(4) Conducting hearings related to minor subdivisions (Title 10, Chapter 1, Article 10, Section 10-1.1010)

(5) Adjudicating lot line adjustments (Title 10, Chapter 1, Article 11, Section 10-1.1101)

(6) Adjudicating condominium subdivisions (Title 10, Chapter 1, Article 12, Section 10-1.1204)

(7) Conducting appeal hearings regarding density bonus determinations issued by the Community Development Director. (Title 10, Chapter 2, Article 9, Section 10-2.2107 Title 10, Chapter 5, Article 9, Section 10-5.2107)

(8) Conducting appeal hearings regarding administrative design reviews (Title 10, Chapter 2, Article 12, Section 10-2.2500; Title 10, Chapter 5, Article12, Section 10-5.2500)

(9) Conducting hearings on Planning Commission design reviews (Title 10, Chapter 2, Article 12, Section 10-2.2502; Title 10, Chapter 5, Article 12, Section 10-5.2502))

(10) Conducting hearings on zoning amendments (Title 10, Chapter 2, Article 12, Section 10-2.2504; Title 10, Chapter 5, Article 12, Section 10-5.2504)

(11) Conducting hearings on general plans, specific plans, and Coastal LUP amendments (Title 10, Chapter 2, Article 12, Section 10-2.2505; Title 10, Chapter 5, Article 12, Section 10-5.2505)

(12) Conducting hearings on conditional use permits (Title 10, Chapter 2, Article 12, Section10-2.2506; Title 10, Chapter 5, Article 12, Section 10-5.2506)

(13) Conducting appeal hearings on administrative use permits (Title 10, Chapter 2, Article 12, Section 10-2.2507)

(14) Conducting appeal hearings regarding modification decisions issued by the Community Development Director (Title 10, Chapter 2, Article 12, Section 10-2.2508, Title 10, Chapter 5, Article 12, Section 10-5.2508)

(15) Conducting hearings on variances (Title 10, Chapter 2, Article 12, Section 10-2.2510; Title 10, Chapter 5, Article 12, Section 10-5.2510)

(16) Conducting hearings on planned development reviews (Title 10, Chapter 2, Article 12, Section 10-2.2514; Title 10, Chapter 5, Article 12, Section 10-5.2514)

(17) Conducting hearings on development agreements (Title 10, Chapter 2, Article, Section 10-2-2518; Title 10, Chapter 5, Article 12, Section 10-5.2518)

(18) Conducting appeal hearings on reasonable accommodations decisions issued by the Community Development Director. (Title 10, Chapter 2, Article 12, Section 10-2-2522; Title 10, Chapter 5, Article 12, Section 10-5.2522)

(19) Conducting hearings on coastal development permits (Title 10, Chapter 5, Article 10, Section 10-5.2212)

(20) Conducting appeal hearings on coastal development permits issued by the Community Development Director. (Title 10, Chapter 5, Article 10, Section 10-5.2222)

(b) The Commission shall advise the Mayor and City Council in all matters relating to planning, zoning and the physical development of the City, and in other such matters as directed by the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager."

SECTION 3. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof,

irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 5. This ordinance shall be published by one insertion in the official newspaper of said city or published in conformance with the alternative publication requirements pursuant to Redondo Beach City Charter §9.15 and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2025.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. 3301-25 was duly introduced at a regular meeting of the City Council held on the 7th day of October, 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the 14th day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Eleanor Manzano, CMC
City Clerk

ORDINANCE NO. 3302-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 13, SECTIONS 2-9.1301 AND 2-9.1302 PERTAINING TO THE BUDGET AND FINANCE COMMISSION

WHEREAS, the City of Redondo Beach employs a number of Commissions that serve as advisory and decision-making bodies that provide public input and expertise to the City Council on specific areas of interest; and

WHEREAS, the role of the Commissions has evolved through the years; and

WHEREAS, several sections of the Redondo Beach Municipal Code sections related to the City's Commissions have become outdated and no longer reflect the role they play for the City; and

WHEREAS, the evolution of Commission-related ordinances has resulted in duplicative and conflicting elements that complicate operations and are in need of revisions; and

WHEREAS, the City Council desires to clearly define the role of each commission; and

WHEREAS, the City Council desires to ensure the Redondo Beach Municipal Code accurately reflects the needs served by each Commission; and

WHEREAS, the City Council desires to eliminate conflicting elements of the Commission-related ordinances; and

WHEREAS, the City Council desires to clearly define objective attendance requirements for Commissioners.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 13, Section 2-9.1301 is hereby amended and shall read as follows:

"§ 2-9.1301 Appointment of members.
The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 13, Section 2-9.1302 is hereby amended and shall read as follows:

"§ 2-9.1302 Powers and duties.

The Commission shall be an advisory commission only. It shall:

(a) Maintain a continuous study of the City's finances, including sources of municipal revenue and methods of proper spending of public moneys, assist the City Manager and City Council in financial planning, and, upon City Council, City Manager, or Finance Director request, provide recommendations and advice on obtaining and financing permanent public improvements in the City; and

(b) Perform such other duties as directed by the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager."

SECTION 3. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 5. This ordinance shall be published by one insertion in the official newspaper of said city or published in conformance with the alternative publication requirements pursuant to Redondo Beach City Charter §9.15 and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2025.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. 3302-25 was duly introduced at a regular meeting of the City Council held on the 7th day of October, 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the 14th day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

ORDINANCE NO. 3303-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 14, SECTIONS 2-9.1402 AND 2-9.1403 PERTAINING TO THE CULTURAL ARTS COMMISSION

WHEREAS, the City of Redondo Beach employs a number of Commissions that serve as advisory and decision-making bodies that provide public input and expertise to the City Council on specific areas of interest; and

WHEREAS, the role of the Commissions has evolved through the years; and

WHEREAS, several sections of the Redondo Beach Municipal Code sections related to the City's Commissions have become outdated and no longer reflect the role they play for the City; and

WHEREAS, the evolution of Commission-related ordinances has resulted in duplicative and conflicting elements that complicate operations and are in need of revisions; and

WHEREAS, the City Council desires to clearly define the role of each commission; and

WHEREAS, the City Council desires to ensure the Redondo Beach Municipal Code accurately reflects the needs served by each Commission; and

WHEREAS, the City Council desires to eliminate conflicting elements of the Commission-related ordinances; and

WHEREAS, the City Council desires to clearly define objective attendance requirements for Commissioners.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 14, Section 2-9.1402 is hereby amended and shall read as follows:

"§ 2-9.1402 Appointment of members.
The Commission shall consist of seven members. To the extent practical, the members of the Commission shall be composed of: two members appointed from among professionals in the disciplines of architecture, landscape architecture, urban planning, engineering, design or other related cultural and arts disciplines, to the extent such

professionals are available in the City; two members appointed from a recognized arts or artists organization; and the remaining three members shall be appointed at-large."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 14, Section 2-9.1403 is hereby amended and shall read as follows:

"§ 2-9.1403 Powers and duties.

The Commission shall:

(a) Act as adviser to the City Council in all matters pertaining to public art in Redondo Beach. Public art in Redondo Beach shall be defined as artworks that are identified through a gift, City purchase, or artist commission, that are displayed in any publicly owned property or right-of-way area including parks, City buildings and facilities, streets, medians, sidewalks, plazas and in any other public location determined by the City Council;

(b) Make recommendations to the City Council for public art program guidelines, the artistic criteria for public art, the acquisition of public art, artwork commissioning and deaccession, the creation of public art infrastructure, and the preservation and maintenance of public art in the City;

(c) Make recommendations for a prioritized list of public art projects to be considered as part of the City's strategic planning and annual capital project and budgeting processes;

(d) Stimulate public interest in such public art programs and projects;

(e) Make recommendations to the City Council related to performing arts events and programs, including, but not limited to, theater, music, film, fine art, literature, poetry; and

(f) Perform such other duties as from time to time may be assigned to it by the City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager."

SECTION 3. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 5. This ordinance shall be published by one insertion in the official newspaper of said city or published in conformance with the alternative publication requirements pursuant to Redondo Beach City Charter §9.15, and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2025.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. 3303-25 was duly introduced at a regular meeting of the City Council held on the 7th day of October, 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the 14th day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

ORDINANCE NO. 3304-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 15, SECTIONS 2-9.1502 AND 2-9.1503 PERTAINING TO THE PUBLIC AMENITIES COMMISSION

WHEREAS, the City of Redondo Beach employs a number of Commissions that serve as advisory and decision-making bodies that provide public input and expertise to the City Council on specific areas of interest; and

WHEREAS, the role of the Commissions has evolved through the years; and

WHEREAS, several sections of the Redondo Beach Municipal Code sections related to the City's Commissions have become outdated and no longer reflect the role they play for the City; and

WHEREAS, the evolution of Commission-related ordinances has resulted in duplicative and conflicting elements that complicate operations and are in need of revisions; and

WHEREAS, the City Council desires to clearly define the role of each commission; and

WHEREAS, the City Council desires to ensure the Redondo Beach Municipal Code accurately reflects the needs served by each Commission; and

WHEREAS, the City Council desires to eliminate conflicting elements of the Commission-related ordinances; and

WHEREAS, the City Council desires to clearly define objective attendance requirements for Commissioners.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 2, Chapter 9, Article 15, Section 2-9.1502 is hereby amended and shall read as follows:

"§ 2-9.1502 Appointment of members.

(a) Membership. The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large.

(b) To the extent practicable, three members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, urban planning, archeology, or other historic preservation or related disciplines, such as American Studies, American Civilization, cultural geography, or anthropology. All members of the Public Amenities Commission shall have a demonstrated interest, competence, experience, or knowledge in historic preservation, art and literature, and the cultural heritage of the City."

SECTION 2. AMENDMENT OF CODE. Title 2, Chapter 9, Article 15, Section 2-9.1503 is hereby amended and shall read as follows:

"§ 2-9.1503 Powers and duties.
The Public Amenities Commission shall have the following powers and duties:

(a) Historical resource and amenities powers and duties:

(1) Provide recommendations related to public access to historical information, documents, records and pictures of the City of Redondo Beach;

(2) Recommend public information, educational, interpretive programs pertaining to historic resources;

(3) Make recommendations on the content of public plaques, signs and similar displays at properties with documented historic resources in the City of Redondo Beach.

(4) Recommend historic sites, buildings, etc. for application of historic site designations and placards. Upon approval by the City Council, support the appropriate application documents and filings.

(b) Preservation program and ordinance duties:

(1) Conduct public hearings, and make decisions regarding proposed designations and removal of designations of landmarks and historic districts;

(2) Review and advise the City Council on the currentness and completeness of the City's register of landmarks and historic districts within the City;

(3) Recommend appropriate system of markers for landmarks and historic districts;

(4) Adopt prescriptive standards to be used by the Commission in reviewing Certificates of Appropriateness;

(5) Review and render decisions regarding significant alterations, demolition, removal, and relocation proposals related to landmarks and properties within

historic districts in conjunction with applications for Certificates of Appropriateness pursuant to Chapter 4 of Title 10 of this Code;

(6) Review and make recommendations on various preservation-related documents intended to assist the owners of historic resources and the Commission in their review of applications. These may include a general information booklet describing historic styles, a rehabilitation manual or design guidelines;

(7) Recommend to the City Council a program of incentives for preservation of historic resources;

(8) Investigate and report to the City Council on the use of various Federal, State, local or private funding resources and mechanisms available to promote historic resource preservation within the City;

(9) Review and comment upon proposed modifications in regulation regarding land use, housing and redevelopment, municipal improvement, and other types of planning and programs undertaken by any agency of the City, the County or State, which directly affect landmarks and historic districts;

(10) Recommend consultants and studies, as the Commission deems desirable or necessary to conduct its role, and pending City Council approval to retain such consultants and studies, the Commission shall review the resulting work product;

(11) Cooperate with other local, County, State and Federal Government in the pursuit of the objectives of historic preservation;

(12) Provide written responses to requests from property owners seeking findings under the Preservation Ordinance related to the alteration, restoration, landscaping or maintenance of any historic resource within the City;

(c) Recreation and Parks duties:

(1) Act as adviser to the City Council in all matters pertaining to public recreation programs, including playgrounds and public recreation related entertainment;

(2) Review and provide recommendations to the City Council on the annual budget related to recreational programming across the City through the City Manager.

(3) Provide recommendations related to the development of recreation in the City, help stimulate public interest in such recreation program, and collaborate with schools located in the City and all other agencies relative to securing and developing a full and complete recreational programs;

(d) Library duties:

(1) Evaluate and provide recommendations for the development, extension, maintenance, and improvement of library facilities and library programs in the City.

(e) Any other duties or responsibilities as directed by City Council, City Manager, or staff liaison with the approval and/or at the direction of the City Manager."

SECTION 3. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 5. This ordinance shall be published by one insertion in the official newspaper of said city or published in conformance with the alternative publication requirements pursuant to Redondo Beach City Charter §9.15 and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2025.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. 3304-25 was duly introduced at a regular meeting of the City Council held on the 7th day of October, 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the 14th day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Eleanor Manzano, CMC
City Clerk

ORDINANCE NO. 3305-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 4, ARTICLES 1, 3, 4, 5 AND 6, SECTIONS 10-4.104, 10-4.302, 10-4,304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 and 10-4.601 PERTAINING TO HISTORIC RESOURCES PRESERVATION

WHEREAS, the City of Redondo Beach employs a number of Commissions that serve as advisory and decision-making bodies that provide public input and expertise to the City Council on specific areas of interest; and

WHEREAS, the role of the Commissions has evolved through the years; and

WHEREAS, several sections of the Redondo Beach Municipal Code sections related to the City's Commissions have become outdated and no longer reflect the role they play for the City; and

WHEREAS, the evolution of Commission-related ordinances has resulted in duplicative and conflicting elements that complicate operations and are in need of revisions; and

WHEREAS, the City Council desires to clearly define the role of each commission; and

WHEREAS, the City Council desires to ensure the Redondo Beach Municipal Code accurately reflects the needs served by each Commission; and

WHEREAS, the City Council desires to eliminate conflicting elements of the Commission-related ordinances; and

WHEREAS, the City Council desires to clearly define objective attendance requirements for Commissioners.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Title 10, Chapter 4, Article 1, Section 10-4.104 is hereby amended and shall read as follows:

"§ 10-4.104 Definitions.

For the purpose of this chapter, unless otherwise apparent from the context, certain words and phrases are defined as follows:

"Alteration" means any exterior change or modification of any landmark or of any improvement located on a property within an historic district including, but not limited to, exterior changes to or modifications of an improvement, or a structure or any of its architectural details or visual characteristics, including paint color and surface texture, grading, surface paving, and new structures.
Alteration, minor. "Minor alteration" means an alteration that has been determined to have limited potential to affect the defining character and architectural style of the subject structure or resource. In no case shall minor alterations include actions involving new construction or full or partial demolition of a resource, or actions requiring approval on the basis of a finding of economic hardship.

"Certificate of appropriateness" means a certificate approving such plans, specifications, design, or statements of work, for any proposed alteration, restoration, demolition, removal, or relocation, in whole or in part, of or to improvements relative to landmarks or any property within a historic district.

"Commission" means the Public Amenities Commission established by Chapter 9, Title 2 of this Code.

"Contributing building" means a building within an historic district that has a special character, special historic or aesthetic interest or value, and is incorporated into the district for that reason.

"Demolition" means any acts that destroy in whole or in part, a building, structure, or improvement.

"Exterior architectural feature" means the architectural style, design, general arrangement, components, natural features and all the outer surfaces of an improvement, including, but not limited to, the kind and texture of the building material, the type and style of all windows, doors, lights, signs, walls, fences, and other fixtures appurtenant to such improvement.

"Historic district" may be a geographic district or a thematic district. A "geographic district" means any geographic area, such as one or more blocks or block faces containing a multiple number of historically significant resources within the area. A "thematic district" means a compilation of historic resources that are not geographically linked, but rather are linked by similar characteristics that can be clearly articulated. In either kind of district the resources collectively have a special character or special historic, cultural, architectural, archeological, community or aesthetic value, or represent one or more architectural periods or styles typical to the history of the City. The resources may or may not have individual merit, but rather are significant because of qualification in a district.

"Historic resource" means any improvement, building, structure, landscape, sign, feature, site, place or area of scientific, aesthetic, educational, cultural, architectural, or historic significance to the citizens of the City.

"Improvement" means any building, structure, place, wall, fence, gate, sign, landscaping, or other object constituting a physical alteration of real property, or any part of such alteration.

"Landmark" means any improvement that has historical, cultural, aesthetic or architectural character or value, or which represents one or more architectural periods or styles typical to the history of the City and that has been designated as a landmark pursuant to this chapter.

"Minor Alterations Subcommittee" means a subcommittee of the Commission whose function is to review certificates of appropriateness involving minor alterations and to advise the Commission on matters of an architectural and design nature. The Minor Alterations Subcommittee shall consist of the following three members appointed by the chairperson of the Commission: the staff liaison to the Commission, and two members of the Commission, one of which shall be a professional from the field of architecture, if such a professional sits on the Commission.

"Noncontributing building" means a building within an historic district that does not possess the qualifications or characteristics of a contribution building due to such factors as age or alteration, but which has been included within the district because of its impact on the geographic integrity and overall character of the district.

"Ordinary maintenance" means any cleaning, painting, or similar work that does not result in the alteration of an improvement.

"Person" means any individual, association, partnership, firm, corporation, public agency, or political subdivision.

"Potential historic resource" means any improvement, building, structure, landscape, sign, feature, site, place or area that is: (1) listed in the City's Historic Resources Inventory with a National Register rating of 1-5 or a local survey rating of A or B; and/or (2) listed in the National Register of Historic Places or California Register; and/or (3) that has been evaluated pursuant to the California Environmental Quality Act and determined by the Community Development Director to meet the criteria listed in (1) and/or (2) above.

"Relocation" means the displacement of any improvement within the same site.

"Removal" means the displacement of any improvement from the site.

"Restoration" means the act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacement of missing earlier work."

SECTION 2. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.302 is hereby amended and shall read as follows:

“§ 10-4.302 Minimum eligibility requirements, landmark.

In order to be eligible for consideration as a landmark, an historic resource must be at least 50 years old; with the exception that an historic resource of at least 30 years of age may be eligible if the Commission determines that the resource is very exceptional, or that it is threatened by demolition, removal, relocation, or inappropriate alteration.”

SECTION 3. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.304 is hereby amended and shall read as follows:

“§ 10-4.304 Minimum eligibility requirements, historic district.

In order to be eligible for consideration as an historic district, at least 75% of the buildings in the proposed district (excluding accessory buildings) must be at least 50 years old or otherwise meet the requirement of Section 10-4.302. In addition, no more than 25% of the buildings in the proposed district (excluding accessory buildings) may be noncontributing. Noncontributing buildings may be included as part of an historic district only to the extent that the Commission determines them to be essential to the geographic integrity of the district. The Commission shall make determinations identifying any noncontributing buildings within an historic district as part of the review process.”

SECTION 4. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.307 is hereby amended and shall read as follows:

“§ 10-4.307 Owner’s withdrawal of consent.

A property owner who has signed an application for inclusion of his or her property in a proposed historic district may withdraw such consent by filing a written notice of withdrawal with the City Clerk at any time prior to the close of the public hearing thereon before the Commission or before the City Council on appeal, if any.”

SECTION 5. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.308 is hereby amended and shall read as follows:

“§ 10-4.308 Commission study and determination.

Upon acceptance of a completed application for the designation of a landmark or historic district, a public hearing shall be scheduled before the Commission to study the proposed designation and to determine its eligibility and qualifications. Following the public hearing, the Commission shall decide to approve, in whole or in part, or disapprove the designation. All decisions to approve or disapprove designations shall be made by resolution, and shall set forth the findings and reasons relied upon in making the determination.”

SECTION 6. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.309 is hereby amended and shall read as follows:

"§ 10-4.309 Notice of designation, City departments.

Notice of the designation of a landmark or an historic district shall be transmitted to all appropriate City departments and any other interested governmental and civic agencies. Each City department shall incorporate the notice of designation into its records, so that future decisions or permissions regarding or affecting a landmark or historic district shall be made with the knowledge of the designation. For projects to be carried out by the City, or subject to discretionary approval by the City, that have a direct adverse effect on a landmark or properties within an historic district as determined by the responsible department, notice shall be given to the Commission. The Commission may review such projects and provide comments and recommendations to the reviewing or decisionmaking body."

SECTION 7. AMENDMENT OF CODE. Title 10, Chapter 4, Article 3, Section 10-4.310 is hereby amended and shall read as follows:

"§ 10-4.310 Removal of designation.
(a) In the event of substantial destruction of a landmark or historic district, the owner or owners of a landmark or owners representing a majority or controlling interest in a minimum of 51% of the parcels in an historic district may apply for removal of designation. The Commission or City Council may also initiate removal in such circumstances. The removal of a designation for this reason shall be processed and decided in the same manner as designations as set forth in this article, with the additional requirement that the determination of substantial destruction shall be set forth in the findings of the Commission.

(b) The complete demolition or removal of a landmark shall result in the removal of the landmark designation.

(c) Once a landmark or historic district designation has been removed, affected properties shall no longer be subject to any provision or regulation of this chapter."

SECTION 8. AMENDMENT OF CODE. Title 10, Chapter 4, Article 4, Section 10-4.404 is hereby amended and shall read as follows:

"§ 10-4.404 Certificate of appropriateness for removal or demolition.

(a) Discretionary review of demolition permits. The demolition of a historic landmark, buildings in a historic district, or potential historic resource as described by this chapter is considered to be a discretionary permit and subject to the California Environmental Quality Act (CEQA) and Permit Streamlining Act. Therefore, a demolition permit shall not be issued pursuant to Title 9, Chapter 17, until the requirements of Article 4 herein have been met.

(b) Demolition review and conditions.

(1) The demolition of a landmark, structure located within an historic district, or potential historic resource shall be referred to the Commission for review and conditions.

(2) Where appropriate, the Commission may require that a memorial of the resources be incorporated into the proposed redevelopment of the site. Some examples are a photographic display, a book or pamphlet, an exhibit, re-use of original fixtures, and other methods deemed appropriate by the Commission.

(c) Concurrent processing of demolition permits and replacement plans.

(1) No permit to wholly or partially demolish, remove or relocate a historic landmark, building in a historic district, or potential historic resource shall be considered unless accompanied by complete applications for approvals necessary for the proposed new construction on the site.

(2) A demolition permit may not be issued until the building permit for the replacement structure is issued.

(3) Staff may refer the request for the replacement structure to the Commission for advisory direction.

(4) Exceptions may be granted to this section when compelled by public safety due to eminent hazard as determined by the Chief Building Official.

(d) Criteria for approval of certificates of appropriateness. The Commission, or the City Council upon appeal, shall issue a certificate of appropriateness only when it determines the following conditions to exist as applicable in each case:

(1) In the case of the whole or partial demolition or removal of a landmark or structure located within an historic district:

a. The structure and/or site is a hazard to public health or safety and repairs or stabilization are not physically possible; or

b. The site is required for a public use which will be of more benefit to the public than the historic resource, and there is no feasible alternative location for the public use; or

c. Removal of the resource to another site is not feasible or practical; or

d. For a building in an historic district, the proposed replacement structure will not detract from or adversely affect the character of the historic district; or

e. For a partial demolition or removal, such action will not result in the loss of the essential elements that make the resource significant.

(2) In the case where the applicant has requested consideration for approval of whole or partial demolition or removal on the basis of economic hardship:

a. It is not feasible to remove the resource to another site or otherwise preserve it; and

b. The denial of the proposed work will work an immediate and substantial hardship on the applicant because of condition peculiar to the particular improvement; and

c. The property cannot be put to a reasonable use or the owner cannot obtain a reasonable economic return therefrom without approval of the proposed work."

SECTION 9. AMENDMENT OF CODE. Title 10, Chapter 4, Article 5, Section 10-4.501 is hereby amended and shall read as follows:

"§ 10-4.501 Commission review of alterations.

Any alteration to be conducted at the site of a potential historic resource or district may be referred by staff to the Commission prior to commencing any such work when staff determines that such review will assist the property owner in maintaining the significance and/or architectural integrity of the resource and to address issues of appropriateness and designation. Certain alterations, listed below, are excluded:

(a) Repairing or replacing deteriorated materials with applications or use of exterior materials of the same kind, type, and texture already in use on the resource and/or consistent with the style or period for re-roofing, windows, siding material, chimneys and fireplaces;

(b) Accessory structures;

(c) Fencing; and/or

(d) Additions or deletions of awnings, shutters, canopies and similar incidental appurtenances."

SECTION 10. AMENDMENT OF CODE. Title 10, Chapter 4, Article 6, Section 10-4.601 is hereby amended and shall read as follows:

"§ 10-4.601 Appeals.

Any decision by the Commission to approve or disapprove a designation of a landmark or historic district, or to approve or disapprove a Certificate Of Appropriateness, or to remove or not remove a property from the potential historic resource list pursuant to Section 10-4.311, shall be final and conclusive unless, by 5:00 p.m. of the tenth (10th) day following such decision (or of the next working day if the tenth (10th) day falls on a weekend or holiday):

(a) A written appeal on the form designated by the City is filed by any interested party with the City Clerk requesting a public hearing before the City Council stating the grounds for the appeal and all required fees for said appeal are paid in full; or

(b) The Mayor or a member of the City Council requests a public hearing before the City Council stating the grounds for the appeal. Provided however that the City Council member or Mayor requesting the appeal shall disqualify him or herself from hearing the appeal unless he or she can certify in writing that the appeal is being requested as a result of public interest in the decision to be reviewed and he or she has no predisposition against or in favor of the project. The City Council as a whole shall be prohibited from voting to appeal any matter in which they will sit as the reviewing body.

Such appeal, or City Council request for a public hearing, shall be set for a public hearing by the City Clerk in a timely fashion."

SECTION 11. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 12. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 13. This ordinance shall be published by one insertion in the official newspaper of said city or published in conformance with the alternative publication requirements pursuant to Redondo Beach City Charter §9.15 and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2025.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. 3305-25 was duly introduced at a regular meeting of the City Council held on the 7th day of October, 2025, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the 14th day of October, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Eleanor Manzano, CMC
City Clerk

Article 1
Uniform Regulations

Note: Article 1 entitled "General Provisions," consisting of Sections 2-9.101 - 2-9.102, codified from Ordinance No. 2420 c.s., eff. 8-7-85, renumbered by Ordinance No. 2437 c.s., eff. 6-5-86 and Ordinance No. 2705 c.s., eff. 10-21-93, amended in its entirety by Ordinance No. 2797 c.s., eff. 4-17-97.

§ 2-9.100. Appointment and terms of members.

(a) The members of each board and commission shall serve for a term of four years, commencing October 1 and ending September 30 or as soon thereafter as his or her successor is appointed and qualified.

(b) The members of each board and commission shall be appointed by the Mayor, subject to confirmation by the City Council, within 60 days after the expiration of the four year term or within 60 days after a vacancy occurs. If the Mayor shall have failed to make an appointment within such period, any member of the Council may nominate an eligible person to fill such vacancy. Four affirmative votes of the Council to appoint such nominated person shall result in the appointment. Any appointment to fill an unexpired term shall be for such unexpired period.

(c) No person shall serve more than two full terms on the same board or commission. No person shall serve simultaneously on more than one board or commission.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

§ 2-9.101. Organization meetings, chairperson, meeting cancelations.

(a) Each board or commission shall meet as soon after the first day of October of every year as practical for the purpose of organizing. At such organization meeting, the boards and commissions shall organize themselves by electing one of its members to serve as chairperson for the ensuing year and one of its members as secretary. Each board or commission shall hold a regular meeting at least once each month, subject to the meeting cancelation procedures in subdivision (b) of this section. In addition to any such regular meetings, each board or commission shall hold whatever special meetings may be necessary or convenient to dispose of business without delay. All proceedings of any board or commission shall be open to the public.

(b) Regular monthly meetings may be canceled for lack of business only by a majority vote of commissioners or members, and only during the regular meeting that immediately precedes the meeting to be canceled. In order to cancel a meeting, the commissioners or members must publicly vote to cancel the next scheduled meeting during the “Adjournment” item on the commission agenda. No future meetings beyond the next scheduled meeting may be canceled in advance.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997, as amended by § 1, Ord. 3043 c.s., eff. November 7, 2009, § 1, Ord. 3062 c.s., eff. November 21, 2010, § 1, Ord. 3083 c.s., eff. September 16, 2011, § 1, Ord. 3096 c.s., eff. October 18, 2012, § 1, Ord. 3114 c.s., eff. December 5, 2013, § 1, Ord.

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3133 c.s., eff. August 7, 2015, § 1, Ord. 3159 c.s., eff. August 18, 2016, § 1, Ord. 3203 c.s., eff. August 21, 2020, and § 1, Ord. 3219 c.s., eff. October 21, 2021; Ord. 3270 c.s., eff. July 6, 2024)

§ 2-9.102. Procedure.

The following procedure shall be followed by boards and commissions, at public meetings:

(a) Each member of a board or commission shall vote unless he or she states the reasons for abstention for the record.

(b) Each board and commission shall maintain a true and correct record of all proceedings of such board or commission in books devoted solely to such purpose.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

§ 2-9.103. Proceedings.

Each board or commission may prescribe its own rules and regulations consistent with the provisions of this Code and in accordance with any ordinances or resolutions governing the operation of said commission. All of such rules or regulations shall be kept on file in the office of the City Clerk and shall be available at all times for inspection by the public. All boards and commissions shall have the same power as the City Council to compel the attendance of witnesses under oath and to issue or cause to be issued subpoenas for the attendance of such witnesses and any evidence deemed necessary by the board or commission.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

§ 2-9.104. Budget requirements.

The City Manager shall recommend in the annual budget sufficient appropriations of funds to provide for the required expenses of each board and commission to permit it to conduct its business in an efficient and proper manner.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

§ 2-9.105. Members' compensation.

No member of any board or commission shall receive any compensation for such services; provided, however, that all members shall be entitled to reimbursement for necessary traveling and other expenses when on business of the City on order of the board or commission and upon approval by the City Council.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

§ 2-9.106. Membership eligibility.

Membership on any City board or commission shall be limited to registered voters of the City, with the exception of the Youth Commission as defined in Article 6 of this chapter.

(§ 1, Ord. 2797 c.s., eff. April 17, 1997, as amended by § 1, Ord. 2858 c.s., eff. November 16, 2000)

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§ 2-9.107. Vacancies.

In the event that any member of any board or commission shall be absent from the regular meetings of such board or commission for a period of 60 days consecutively following the last regular meeting attended by such member, unless by permission of the City Council expressed in its official minutes, or in the event such member shall be convicted of a crime involving moral turpitude, or ceases to be a registered voter of the City, his or her office shall become vacant and shall be so declared by the City Council. Vacancies occurring in any board or commission shall be filled in the manner set forth in Section 2-9.100.
(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

§ 2-9.108. Oaths and affirmations.

The chairperson or chairperson pro tempore of each board or commission shall have the power to administer oaths and affirmations to any person appearing before any such board or commission during the course of an investigation or hearing.
(§ 1, Ord. 2797 c.s., eff. April 17, 1997)

§ 2-9.109. Removal of members.

The members of each board and commission may be removed from office by a vote of the majority of all members of the Council.
(§ 1, Ord. 3221 c.s., eff. October 21, 2021)

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Article 4
Public Works and Sustainability Commission

Note: Article 4 entitled "Environmental and Public Utilities Commission," consisting of Sections 2-9.401 - 2-9.403, codified from Ordinance No. 2573 c.s., eff. 3-22-90, as amended by Ordinance Nos. 2644 c.s., eff. 12-26-91; 2649 c.s., eff. 3-5-92 and renumbered by Ordinance No. 2705 c.s., eff. 10-21-93, was replaced in its entirety by Ordinance No. 2776 c.s., eff. 9-5-96.

§ 2-9.401. Created.

There is hereby created a Public Works and Sustainability Commission.
(§ 1, Ord. 2776 c.s., eff. September 5, 1996, as amended by § 1, Ord. 3250 c.s., eff. March 23, 2023)

§ 2-9.402. Appointment and terms of members.

(a) The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each council district and two members shall be appointed at large. Except in cases of practical difficulty, unnecessary hardship, or extreme differences, two members shall be persons experienced in construction, two members shall be physically handicapped persons, and one person shall be a public member. The Chief Building Official shall be an ex officio member of the Commission, but shall not be entitled to vote.

(b) The members shall serve for a term of four years, commencing on October 1 and ending September 30, or as soon thereafter as his or her successor is appointed and qualified.

(c) No person shall serve more than two full terms on the Commission. No person shall serve simultaneously on more than one board or commission.

(§ 1, Ord. 2776 c.s., eff. September 5, 1996, and Ord. 3271-24 c.s., eff. July 6, 2024)

§ 2-9.403. Powers and duties - Appeals.

(a) The Commission shall advise the Mayor and City Council in all matters relating to public works, capital improvement programs, solid waste and hazardous waste disposal, public utilities, traffic and transportation as directed by the City Council and in such other matters as may also be directed by the City Council.

(b) The Commission shall advise the Mayor and City Council on all environmental issues, including evaluating solutions to City problems and overall advancement through an environmental sustainability lens.

(c) Wherever any powers and duties are assigned to either the Environmental and Public Utilities Commission or the Traffic Commission by any of the provisions of this Code, the elements of the General Plan, or any resolution or directive of the City Council, such powers or duties shall be performed by the Public Works and Sustainability Commission.

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(d) The Commission shall also be responsible for hearing all appeals previously under the purview of the Handicapped Access Appeals Board to completion, which includes hearing written appeals brought by any person regarding action taken by the Building Division of the Community Development Department or the City in the enforcement of the requirements of Health and Safety Code, Part 5.5, including the exceptions contained in Section 19957. The Commission may approve or disapprove interpretation of any provision of Part 5.5 of the Health and Safety Code, and enforcement actions taken by the Building Division of the Community Development Department. All such approvals or disapprovals shall be final and conclusive as to the Community Development Department of the City, in the absence of fraud or abuse of discretion.

(e) Any interested person may appeal an order of the Chief Building Official within 20 days of the mailing of such order by the Chief Building Official. An appeal shall be in writing and must be received on or before the last day of the appeal period. This time limitation is mandatory and jurisdictional.

(f) Not less than 10 days prior to the date of hearing, the Commission shall cause to be posted notices of the time, date, and place of the hearing at a conspicuous place at the Redondo Beach City Hall, and to be visibly posted at a conspicuous place on not less than two locations on the project which is the subject of the appeal. The Commission may cause to be posted such notices at other locations likely to give notice to interested persons. In addition, the Commission shall give written notice by mail to any person who requests in writing special notice of any or all hearings to be held under this section. However, failure to so notify any person having made a request for notice shall not invalidate the decision or findings of the Commission.

(g) The Commission shall hold a hearing not less than 14 days, but not more than 21 days from the time of the filing of a written appeal from an action taken by the Building Division of the Community Development Department, and shall render its decision in writing, including its findings, within 14 days of the conclusion of the hearing.

(§ 1, Ord. 2776 c.s., eff. September 5, 1996, as amended by § 2, Ord. 3250 c.s., eff. March 23, 2023, andOrd. 3271-24 c.s., eff. July 6, 2024)

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Article 7
Harbor Commission

§ 2-9.701. Created.

There is hereby created a Harbor Commission (referred to in this article as "Commission") for the City consisting of eight members until September 30, 1991, or until a vacancy is declared by the Council, whichever first occurs, and thereafter the Commission shall consist of seven members.
(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as amended by § 1, Ord. 2351 c.s., eff. November 1, 1982, § 1, Ord. 2427 c.s. eff. October 16, 1985, § 1, Ord. 2509 c.s., eff. September 1, 1988, and § 1, Ord. 2564 c.s., eff. December 21, 1989, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993)

§ 2-9.702. Jurisdiction.

The jurisdiction of the Commission shall be limited to the harbor area as delineated on the map set forth in Section 2-9.714 of this article.
(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, and amended by § 1(13), Ord. 2844 c.s., eff. November 4, 1999)

§ 2-9.703. Appointment and terms of members.

Members of the Commission shall serve for a term of four years and shall hold office until their successors are appointed and qualified. The term of office shall commence October 1 and end September 30 four years hence. Appointments to the Commission shall be made in such a manner that an equal number of appointments shall expire every two years. The initial term of office for a member appointed pursuant to Section 704(a) of this article shall expire on September 30, 1991. Thereafter, all appointments and reappointments shall be for a period of four years.
(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as amended by § 2, Ord. 2351 c.s., eff. November 1, 1982, § 1, Ord. 2427 c.s., eff. October 16, 1985, and § 1, Ord. 2509 c.s., eff. September 1, 1988, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, and amended by § 1(14), Ord. 2844 c.s., eff. November 4, 1999)

§ 2-9.704. Qualifications for appointment.

Appointments to the Commission shall be in accordance with the following criteria:

(a) One member shall be a boat owner who regularly uses the boating facilities in King Harbor. The designee shall maintain boat ownership during his or her term of office. The sale of the boat, without the repurchase of another within one month after the sale, shall result in a vacancy in office. The boating representative is intended to represent and further the interests of the boaters in King Harbor.

(b) One member may be selected from a list of names submitted by any harbor association. Any list of names submitted by a harbor association shall be submitted to the City Clerk's Department no later than 30 days prior to the close of the deadline for Commissioner applications. The mayor may select a member from these groups, or select a member at-large.

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(c) Each of the remaining members of the Commission shall have training and experience in one of the following disciplines:

(1) A State-registered civil or structural engineer, or five years' practical experience in a related engineering field;

(2) A member of the Bar of the State;

(3) A State-licensed architect;

(4) A certified public accountant, or an officer of a financial institution;

(5) An oceanographer or marine engineer with five years' practical experience;

(6) A State-licensed real estate broker;

(7) A property manager with five years' practical experience;

(8) A State-licensed general contractor;

(9) A practicing economic or financial consultant with five years' experience;

(10) A commercial developer with five years' experience;

(11) An executive or owner/operator of a business;

(12) A management level employee with five years' practical experience with a public or governmental entity; and

(13) A management level employee with at least five years' experience in harbor recreational development.

No discipline shall be represented by more than one member.

(§ 3, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, and § 1, Ord. 2509 c.s., eff. September 1, 1988, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993; Ord. 3268-24 c.s., eff. 5/9/2024)

§ 2-9.705. Filling vacancies.

If any vacancy shall occur in the membership of the Commission, other than by expiration of the term of office, the vacancy shall be filled by the Mayor with the approval of the Council for the unexpired term of the vacated office.
(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by § 3, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993)

§ 2-9.706. Existing members: Expiration of terms.

The respective terms of office of all existing members of the Commission shall terminate on or after November 1, 1982, and upon the appointment and qualification of their successors.
(§ 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16,

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1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993)

§ 2-9.707. Appointment of a chairperson.

At the first meeting of the Commission in every fiscal year, the members of the Commission shall appoint one of their number as a chairperson and one of their number as a vice-chairperson, both of whom shall hold office for one year and until his or her successor is appointed.
(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 18, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

§ 2-9.708. Meetings and failure to attend.

(a) The Commission shall hold regular meetings at least once every month.

(b) In the event any member of the Commission shall absent him or herself from the regular meetings of the Commission for a period of 60 days consecutively following the last regular meeting attended by such member, unless by permission of the Council expressed in its official minutes, or in the event such member shall be convicted of a crime involving moral turpitude or ceases to be a qualified elector of the City, his or her office shall become vacant and shall be so declared by the Council.

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

§ 2-9.709. Powers and duties.

(a) The Commission shall hold hearings on all applications for conditional use permits and variances for the use and development of lands within the jurisdiction of the Commission as provided for in Section 10-2.2512 of Article 12 of Chapter 2 of Title 10 of this Code.

(b) The Commission shall hold hearings on any matter concerning the commercial or recreational development of the harbor.

(c) The Commission shall further the commercial and recreational development of the harbor.

(d) The Commission shall be advised and may recommend to the Council on all new lease and sublease arrangements with the City relating to harbor lands, facilities, or improvements.

(e) The Commission shall be advised and may report to the Council on all subleases with firms doing business within the jurisdiction of the Commission.

(f) The Commission shall be advised and may report to the Council on the assignment of all leases and subleases with the City relating to harbor lands, facilities, or improvements.

(g) The Commission shall advise the Council on any matter concerning the harbor when so requested by the Council.

(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff.

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November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as amended by § 1, Ord. 2790 c.s., eff. March 6, 1997, and § 1(15), Ord. 2844 c.s., eff. November 4, 1999, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

§ 2-9.710. Procedures for processing applications.

Applications for conditional use permits and variances shall be filed with the Waterfront and Economic Development Department and shall be processed in the manner set forth in Sections 10-2.2506 and 10-2.2510 of Article 12 of Chapter 2 of Title 10 of this Code.
(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, amended by § 1(16), Ord. 2844 c.s., eff. November 4, 1999, and § 1, Ord. 3104 c.s., eff. February 8, 2013, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

§ 2-9.711. Finality of decisions: Appeal of decisions.

(a) Decisions for the approval or denial of a permit or other entitlement by Harbor Commission may be appealed to the City Council, subject to the appeal procedures provided in the municipal code for the underlying permit/entitlement.

(b) In the event that there are no specific appeal procedures provided in the municipal code for the permit/entitlement, each and every person wishing to challenge the Harbor Commission's decision shall file an appeal by 5:00 p.m. of the tenth calendar day following the Harbor Commission's decision (or the next working day if the tenth calendar day falls on a weekend, holiday, or a day the City's offices are closed). In computing 10 calendar days, the day of the Harbor Commission's decision shall be excluded. The appeal must be submitted in writing and specify in detail the grounds for the appeal. All of the appellant's grounds for the appeal must have been: (1) listed in the written appeal; and (2) presented to Harbor Commission orally or in writing prior to the decision on the permit/entitlement ("exhaustion requirement"). The failure to comply with this exhaustion requirement shall be grounds for denial of those portions of the appeal which were not exhausted.

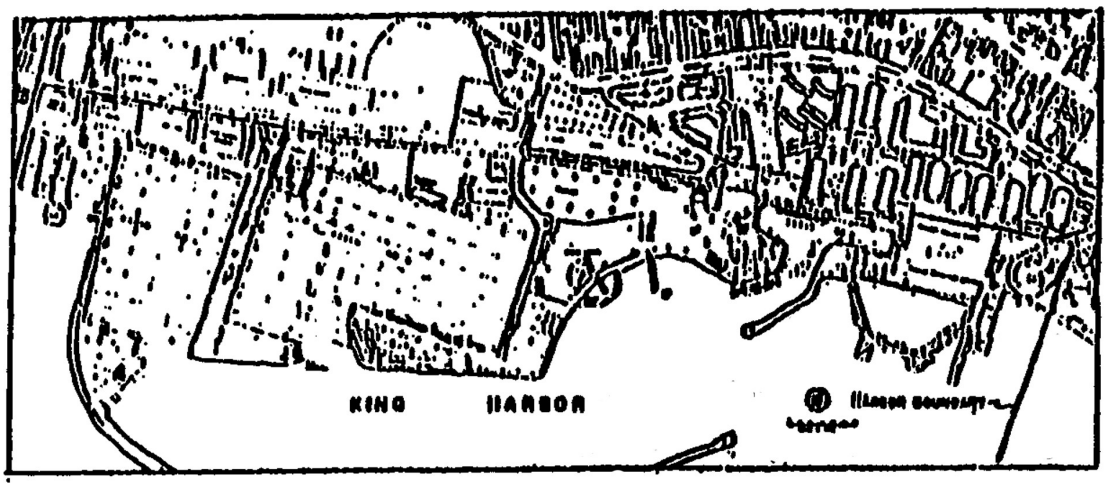
(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, and § 1, Ord. 2521 c.s., eff. December 1, 1988, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, repealed and replaced by § 1, Ord. 3125 c.s., eff. January 16, 2015, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

§ 2-9.712. Rules and regulations.

The Commission shall establish and publish such rules and regulations as it deems necessary for its government and for the faithful performance of its duties.
(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as amended by § 1, Ord. 2427 c.s., eff. October 16, 1985, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

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§ 2-9.714. Map of the harbor area.



(§ 1, Ord. 2327 c.s., eff. April 14, 1982, as renumbered by §§ 3 and 4, Ord. 2351 c.s., eff. November 1, 1982, as renumbered by § 1, Ord. 2705 c.s., eff. October 21, 1993, as renumbered by § 2, Ord. 3221 c.c., eff. October 21, 2021)

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Article 10
Planning Commission

§ 2-9.1001. Created.

There is hereby created a Planning Commission.
(§ 1, Ord. 2794 c.s., eff. April 17, 1997)

§ 2-9.1002. Appointment and terms of members.

(a) The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large.

(b) The original term of one member shall expire on September 30, 1998; the original term of two members shall expire on September 30, 1999; the original term of two members shall expire on September 30, 2000; and the original term of two members shall expire on September 30, 2001.

(§ 1, Ord. 2794 c.s., eff. April 17, 1997, as amended by § 1, Ord. 2806 c.s., eff. September 5, 1997)

§ 2-9.1003. Powers and duties.

(a) The Commission shall have such powers and duties as prescribed for planning commissions under any law of the State, ordinance of the City, resolution of the City Council or the Master Plan of the City.

(b) The Commission shall advise the Mayor and City Council in all matters relating to planning, zoning and the physical development of the City as directed by the City Council and in such other matters as may be directed by the City Council.

(§ 1, Ord. 2794 c.s., eff. April 17, 1997)

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Article 13
Budget and Finance Commission

§ 2-9.1301. Created.

There is hereby created a Budget and Finance Commission.
(§ 1, Ord. 2805 c.s., eff. September 5, 1997)

§ 2-9.1302. Appointment and terms of members.

(a) The Commission shall consist of seven members appointed by the Mayor, subject to approval by the City Council.

(b) The original term of one member shall expire on September 30, 1998; the original term of two members shall expire on September 30, 1999; the original term of two members shall expire on September 30, 2000; and the original term of two members shall expire on September 30, 2001.

(§ 1, Ord. 2805 c.s., eff. September 5, 1997)

§ 2-9.1303. Powers and duties.

The Commission shall be an advisory commission only. It shall:

(a) Maintain a continuous study of sources of municipal revenue and methods of proper spending of public moneys, assist the City Manager and City Council in financial planning, and recommend methods of obtaining and financing permanent public improvements in the City as from time to time may be suggested by the City Manager or the City Council; and

(b) Perform such other duties as directed by the City Manager or the City Council.

(§ 1, Ord. 2805 c.s., eff. September 5, 1997)

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Article 14
Public Art Commission

§ 2-9.1401. Cultural Arts Commission Created.

There is hereby created the Cultural Arts Commission.
(§ 1, Ord. 3030 c.s., eff. January 2, 2009; amended by Ord. 3278-24 c.s., eff. October 1, 2024)

§ 2-9.1402. Appointment and terms of members.

(a) The Commission shall consist of seven members. The members of the Commission shall be composed of: two members appointed from among professionals in the disciplines of architecture, landscape architecture, urban planning, engineering, design or other related cultural and arts disciplines, to the extent such professionals are available in the City; two members appointed from a recognized arts or artists organization; and the remaining three members shall be appointed at-large.

(b) The original term of each member shall expire on September 30, 2012, or as soon thereafter as his or her successor is appointed and qualified.

(c) Notwithstanding the term limits provided in Section 2-9.100 of the Redondo Beach Municipal Code, a maximum of two members may be appointed by the Mayor, subject to confirmation by the City Council, to serve for an additional two year term on a one-time basis.
(§ 1, Ord. 3030 c.s., eff. January 2, 2009, as amended by § 1, Ord. 3160 c.s., eff. September 2, 2016)

§ 2-9.1403. Powers and duties.

The Commission shall:

(a) Act as adviser to the City Council in all matters pertaining to public art in Redondo Beach. Public art in Redondo Beach shall be defined as artworks that are identified through a gift, City purchase, or artist commission, that are displayed in any publicly owned property or right-of-way area including parks, City buildings and facilities, streets, medians, sidewalks, plazas and in any other public location determined by the City Council;

(b) Make recommendations to the City Council for public art program guidelines, the artistic criteria for public art, the acquisition of public art, artwork commissioning and deaccession, the creation of public art infrastructure, and the preservation and maintenance of public art in the City;

(c) Make recommendations for a prioritized list of public art projects to be considered as part of the City's strategic planning and annual capital project and budgeting processes;

(d) Stimulate public interest in such public art programs and projects;

(e) Make recommendations to the City Council related to performing arts events and programs, including, but not limited to, theater, music, film, fine art, literature, poetry; and

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(f) Perform such other duties as from time to time may be assigned to it by the City Council.
(§ 1, Ord. 3030 c.s., eff. January 2, 2009, amended by Ord. 3278-24 c.s., eff. October 1, 2024)

§ 2-9.1404. Meetings.

Notwithstanding Section 2-9.101 of this Code, the Cultural Arts Commission shall not be required to hold monthly meetings, and instead shall hold a regular meeting at least once every other month and whatever special meetings may be necessary or convenient to dispose of business without delay.
(§ 1, Ord. 3030 c.s., eff. January 2, 2009, amended by Ord. 3278-24 c.s., eff. October 1, 2024)

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Article 15
Public Amenities Commission

§ 2-9.1501. Public Amenities Commission.

There is hereby created a Public Amenities Commission.
(Ord. 3272-24 c.s., eff. August 28, 2024)

§ 2-9.1502. Membership and terms.

(a) Membership. The Commission shall consist of seven members. Unless otherwise authorized by the City Council, one member shall be appointed from each Council district and two members shall be appointed at large.

(1) The Mayor, to the extent practicable, shall make reasonable efforts to reassign current commissioners from the former Historical, Library, Preservation, and Recreation & Parks Commissions with existing terms to a suitable Commission.

(2) To the extent practicable, three members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, urban planning, archeology, or other historic preservation or related disciplines, such as American Studies, American Civilization, cultural geography, or anthropology. All members of the Public Amenities Commission shall have a demonstrated interest, competence, experience, or knowledge in historic preservation, art and literature, and the cultural heritage of the City.

(b) Terms. The members of the Public Amenities Commission shall serve for terms commencing October 1 and ending September 30 or as soon thereafter as his or her successor is appointed. The term lengths shall be staggered as follows: three members' terms shall end two years from the date of appointment; four members' terms shall end four years from the date of appointment. The duration of each member's term shall be within the Mayor and City Council's discretion.

(c) The members of the Commission shall be appointed by the Mayor, subject to confirmation by the City Council, within 60 days after the expiration of the four-year term or within 60 days after a vacancy occurs. If the Mayor shall have failed to make an appointment within such period, any member of the Council may nominate an eligible person to fill such vacancy. Four affirmative votes of the Council to appoint such nominated person shall result in the appointment. Any appointment to fill an unexpired term shall be for such unexpired period.

(d) No person shall serve more than two full terms on the Commission, and no person shall serve simultaneously on more than one board or commission.
(Ord. 3272-24 c.s., eff. August 28, 2024)

§ 2-9.1503. Powers and duties.

The Public Amenities Commission shall have the following powers and duties:

(a) Historical resource and amenities powers and duties:

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(1) Investigate, maintain, and catalog all historical information, documents, records and pictures that would be of general interest to the City and its citizens;

(2) Compile records and recordings;

(3) Promote the keeping of a written historical record of the City in narrative form;

(4) Perform volunteer services at the Redondo Beach Historical Museum;

(5) Participate in, promote, and conduct public information, educational, interpretive programs pertaining to historic resources;

(b) Preservation program and ordinance duties:

(1) Study, review, conduct public hearings, and make decisions regarding proposed designations and removal of designations of landmarks and historic districts;

(2) Maintain a register of landmarks and historic districts within the City;

(3) Determine an appropriate system of markers for landmarks and historic districts;

(4) Adopt application and submittal requirements for Certificates of Appropriateness to alter, restore, demolish, remove, or relocate any landmark or any improvement located within a historic district and adopt prescriptive standards to be used by the Commission in reviewing such applications;

(5) Review and render decisions regarding all alteration, restoration, demolition, removal, and relocation proposals related to landmarks and properties within historic districts in conjunction with applications for Certificates of Appropriateness pursuant to Chapter 4 of Title 10 of this Code;

(6) Conduct, or cause to be conducted, a comprehensive survey of those properties within the boundaries of the City which have not been surveyed at the time the Commission is established;

(7) Prepare, or cause to be prepared, various preservation-related documents intended to assist the owners of historic resources and the Commission in their review of applications. These may include a general information booklet describing historic styles, a rehabilitation manual or design guidelines;

(8) Develop, or cause to be developed, and recommend to the City Council a program of incentives for preservation of historic resources;

(9) Investigate and report to the City Council on the use of various Federal, State, local or private funding resources and mechanisms available to promote historic resource preservation within the City;

(10) Review and comment upon proposed modifications in regulation regarding land use, housing and redevelopment, municipal improvement, and other types of planning and programs undertaken by any agency of the City, the County or State, which directly affect landmarks and historic districts;

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(11) Retain consultants and conduct studies, as the Commission deems desirable or necessary subject to prior approval of expenditures of City funds by the City Council;

(12) Cooperate with other local, County, State and Federal Government in the pursuit of the objectives of historic preservation;

(13) Render advice and guidance, upon the request of the property owner or occupant, on the alteration, restoration, landscaping or maintenance of any historic resource within the City;

(c) Recreation and Parks duties:

(1) Act as adviser to the City Council in all matters pertaining to public recreation, including playgrounds and entertainment;

(2) With the assistance of the Community Services Director, prepare an annual estimate or budget purposes for the funds necessary to carry on an adequate recreational program in the City and submit such estimate to the City Manager;

(3) Assist in every way with the development of recreation in the City, stimulate public interest in such recreation program and cooperate with schools located in the City and all other agencies relative to securing and developing a full and complete recreational program;

(d) Library duties:

(1) Plan a program for the development, extension, maintenance, and improvement of library facilities and park facilities in the City.

(e) Any other duties or responsibilities as directed by City Council.

(Ord. 3272-24 c.s., eff. August 28, 2024)

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ARTICLE 1
General Provisions

§ 10-4.101. Short title.

This chapter shall be known as the "preservation ordinance."
(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.102. Purpose and intent.

The purpose of this chapter is to promote the public health, safety, and general welfare by providing for the identification, protection, enhancement, perpetuation, and use of historic resources such as building, structures, sites, places and districts within the City that reflect special elements of the City's architectural, artistic, cultural, historical, political, and social heritage for the following reasons:

(a) To safeguard the City's heritage by encouraging the protection of landmarks representing significant elements of its history;

(b) To foster civic and neighborhood pride and a sense of identity based on an appreciation of the City's past and the recognition and use of historic resources;

(c) To enhance the visual character of the City by preserving diverse architectural styles reflecting phases of the City's history and by encouraging complementary contemporary design and construction;

(d) To strengthen the economy of the City by protecting and enhancing the City's attractions to residents, tourists, and visitors;

(e) To stabilize and improve property values within the City by recognizing historic landmarks and by protecting areas of historic buildings from encroachment by incompatible designs;

(f) To promote the enjoyment and use of historic resources appropriate for the education and recreation of the people of the City;

(g) To integrate the preservation of historic resources and the extraction of relevant data from such resources into public and private land management and development processes;

(h) To conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment; and

(i) To take whatever steps are reasonable and necessary to safeguard the property rights of owners whose property is declared to be a landmark or is located in an historic district.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.103. Area of application.

This chapter shall apply to all historic resources, publicly and privately owned, within the corporate limits of the City of Redondo Beach.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

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§ 10-4.104. Definitions.

For the purpose of this chapter, unless otherwise apparent from the context, certain words and phrases are defined as follows:

"Alteration" means any exterior change or modification of any landmark or of any improvement located on a property within an historic district including, but not limited to, exterior changes to or modifications of an improvement, or a structure or any of its architectural details or visual characteristics, including paint color and surface texture, grading, surface paving, and new structures.

Alteration, minor. "Minor alteration" means an alteration that has been determined to have limited potential to affect the defining character and architectural style of the subject structure or resource. In no case shall minor alterations include actions involving new construction or full or partial demolition of a resource, or actions requiring approval on the basis of a finding of economic hardship.

"Certificate of appropriateness" means a certificate approving such plans, specifications, design, or statements of work, for any proposed alteration, restoration, demolition, removal, or relocation, in whole or in part, of or to improvements relative to landmarks or any property within a historic district.

"Commission" means the Preservation Commission established by Chapter 9, Title 2 of this Code.

"Contributing building" means a building within an historic district that has a special character, special historic or aesthetic interest or value, and is incorporated into the district for that reason.

"Demolition" means any acts that destroy in whole or in part, a building, structure, or improvement.

"Exterior architectural feature" means the architectural style, design, general arrangement, components, natural features and all the outer surfaces of an improvement, including, but not limited to, the kind and texture of the building material, the type and style of all windows, doors, lights, signs, walls, fences, and other fixtures appurtenant to such improvement.

"Historic district" may be a geographic district or a thematic district. A "geographic district" means any geographic area, such as one or more blocks or block faces containing a multiple number of historically significant resources within the area. A "thematic district" means a compilation of historic resources that are not geographically linked, but rather are linked by similar characteristics that can be clearly articulated. In either kind of district the resources collectively have a special character or special historic, cultural, architectural, archeological, community or aesthetic value, or represent one or more architectural periods or styles typical to the history of the City. The resources may or may not have individual merit, but rather are significant because of qualification in a district.

"Historic resource" means any improvement, building, structure, landscape, sign, feature, site, place or area of scientific, aesthetic, educational, cultural, architectural, or historic significance to the citizens of the City.

"Improvement" means any building, structure, place, wall, fence, gate, sign, landscaping, or other object constituting a physical alteration of real property, or any part of such alteration.

"Landmark" means any improvement that has historical, cultural, aesthetic or architectural

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character or value, or which represents one or more architectural periods or styles typical to the history of the City and that has been designated as a landmark pursuant to this chapter.

"Minor Alterations Subcommittee" means a subcommittee of the Preservation Commission whose function is to review certificates of appropriateness involving minor alterations and to advise the Commission on matters of an architectural and design nature. The Minor Alterations Subcommittee shall consist of the following three members appointed by the chairperson of the Commission: the staff liaison to the Commission, and two members of the Commission, one of which shall be a professional from the field of architecture, if such a professional sits on the Commission.

"Noncontributing building" means a building within an historic district that does not possess the qualifications or characteristics of a contribution building due to such factors as age or alteration, but which has been included within the district because of its impact on the geographic integrity and overall character of the district.

"Ordinary maintenance" means any cleaning, painting, or similar work that does not result in the alteration of an improvement.

"Person" means any individual, association, partnership, firm, corporation, public agency, or political subdivision.

"Potential historic resource" means any improvement, building, structure, landscape, sign, feature, site, place or area that is: (1) listed in the City's Historic Resources Inventory with a National Register rating of 1-5 or a local survey rating of A or B; and/or (2) listed in the National Register of Historic Places or California Register; and/or (3) that has been evaluated pursuant to the California Environmental Quality Act and determined by the Community Development Director to meet the criteria listed in (1) and/or (2) above.

"Relocation" means the displacement of any improvement within the same site.

"Removal" means the displacement of any improvement from the site.

"Restoration" means the act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacement of missing earlier work.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 1(60), Ord. 2844 c.s., eff. November 4, 1999, §§ 2, 3, Ord. 2933 c.s., eff. June 3, 2004, and § 1, Ord. 3107 c.s., eff. February 8, 2013)

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ARTICLE 2
Landmark and Historic District Designation Criteria

§ 10-4.201. Designation criteria.

For the purposes of this chapter, an historic resource may be designated a landmark, and an area may be designated an historic district pursuant to Article 3 of this chapter, if it meets one or more of the following criteria:

(a) It exemplifies or reflects special elements of the City's cultural, social, economic, political, aesthetic, engineering, or architectural history; or

(b) It is identified with persons or events significant in local, state or national history; or

(c) It embodies distinctive characteristics of a style, type, period, or method of construction, or is a valuable example of the use of indigenous materials or craftsmanship; or

(d) It is representative of the notable work of a builder, designer, or architect; or

(e) Its unique location or singular physical characteristic(s) represents an established and familiar visual feature or landmark of a neighborhood, community, or the City.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

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ARTICLE 3
Designation of Landmarks and Historic Districts

§ 10-4.301. Nomination requirements, landmark.

Nominations of an historic resources as a landmark shall be made only by application of the property owner or property owners representing a majority or controlling interest in the property on which the resource is located, and the owner or owners representing a majority or controlling interest in the improvement if such improvement has been legally severed.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.302. Minimum eligibility requirements, landmark.

In order to be eligible for consideration as a landmark, an historic resource must be at least 50 years old; with the exception that an historic resource of at least 30 years of age may be eligible if the Preservation Commission determines that the resource is very exceptional, or that it is threatened by demolition, removal, relocation, or inappropriate alteration.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.303. Nomination requirements, historic district.

The initiation of a proposed historic district may arise from a property owner or group of property owners in a potential historic district, or by the City based on information of a historic survey. When such an initiation is proposed, the City will assist in preparing the defining characteristics of a geographical district or a thematic district, whichever the case may be. Only those properties for which the property owners submit a nomination to be included in a proposed or existing district will be considered to be within the district. The district boundary will not include any property without the written consent of the property owner of said property.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 1, Ord. 2638 c.s., eff. September 5, 1991, and § 4, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.304. Minimum eligibility requirements, historic district.

In order to be eligible for consideration as an historic district, at least 75% of the buildings in the proposed district (excluding accessory buildings) must be at least 50 years old or otherwise meet the requirement of Section 10-4.302. In addition, no more than 25% of the buildings in the proposed district (excluding accessory buildings) may be noncontributing. Noncontributing buildings may be included as part of an historic district only to the extent that the Preservation Commission determines them to be essential to the geographic integrity of the district. The Preservation Commission shall make determinations identifying any noncontributing buildings within an historic district as part of the review process.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.305. Delay of work pending hearing.

Once a completed application has been accepted for the designation of a landmark or an historic district, no building, alteration, demolition, removal, or relocation permits for any historic resource, improvement, building, or structure relative to a proposed landmark or within a

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proposed historic district shall be issued until a final determination is made regarding the proposed designation, except as provided under Article 6 of this chapter.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.306. Notice.

Notice of the date, place, time and purpose of hearings shall be given by first class mail to the owner(s) of all nominated resource(s) at least 10 days prior to the date of the public hearing, using the names and addresses of such owners as shown on the latest equalized assessment rolls and shall be advertised in a newspaper of general circulation at least 10 days prior to the hearing. Failure to send any notice by mail to any property owner where the address of such owner is not a matter of public record shall not invalidate any proceedings in connection with the proposed designation. The Preservation Commission may also give such other notice as they deem desirable and practicable.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.307. Owner's withdrawal of consent.

A property owner who has signed an application for inclusion of his or her property in a proposed historic district may withdraw such consent by filing a written notice of withdrawal with the City Clerk at any time prior to the close of the public hearing thereon before the Preservation Commission or before the City Council on appeal, if any.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 1, Ord. 2638 c.s., eff. September 5, 1991)

§ 10-4.308. Commission study and determination.

Upon acceptance of a completed application for the designation of a landmark or historic district, a public hearing shall be scheduled before the Preservation Commission to study the proposed designation and to determine its eligibility and qualifications. Following the public hearing, the Commission shall decide to approve, in whole or in part, or disapprove the designation. All decisions to approve or disapprove designations shall be made by resolution, and shall set forth the findings and reasons relied upon in making the determination.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 5, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.309. Notice of designation, City departments.

Notice of the designation of a landmark or an historic district shall be transmitted to all appropriate City departments and any other interested governmental and civic agencies. Each City department shall incorporate the notice of designation into its records, so that future decisions or permissions regarding or affecting a landmark or historic district shall be made with the knowledge of the designation. For projects to be carried out by the City, or subject to discretionary approval by the City, that have a direct adverse effect on a landmark or properties within an historic district as determined by the responsible department, notice shall be given to the Preservation Commission. The Preservation Commission may review such projects and provide comments and recommendations to the reviewing or decision-making body.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

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§ 10-4.310. Removal of designation.

(a) In the event of substantial destruction of a landmark or historic district, the owner or owners of a landmark or owners representing a majority or controlling interest in a minimum of 51% of the parcels in an historic district may apply for removal of designation. The Preservation Commission or City Council may also initiate removal in such circumstances. The removal of a designation for this reason shall be processed and decided in the same manner as designations as set forth in this article, with the additional requirement that the determination of substantial destruction shall be set forth in the findings of the Commission.

(b) The complete demolition or removal of a landmark shall result in the removal of the landmark designation.

(c) Once a landmark or historic district designation has been removed, affected properties shall no longer be subject to any provision or regulation of this chapter.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989)

§ 10-4.311. Removal of a property from the potential historic resource list.

The property owner of a property identified by the City as a potential historic resource may request that the property be removed from the list if he or she provides specific written and verifiable documentation refuting that the property meets the criteria for designation as a landmark as described herein. An example would be that documentation is discovered that an unknown architect designed a property that was thought to have been designed by a famous architect, or the structure has been altered to an extent that the historic integrity has been lost. The Commission shall review the request for removal following the same procedures identified in Sections 10-4.306, 10-4.308 and 10-4.309 herein.

(§ 6, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.312. Use of California Historical Building Code.

All repairs, alterations, restorations, or changes in use of existing buildings and structures designated as landmarks or included as part of an historic district, or otherwise considered a historic resource under state law, may conform to the standards of the California Historical Building Code as an alternative to complying with building standards as set forth in Title 9 of this Code, notwithstanding the fact that such buildings may be nonconforming.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by §§ 6, 7, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.313. Historic property variances.

Historic variances may be applied to local landmarks and contributors in historic districts. The landmark constitutes a property condition for the purposes of determining whether the property owner is denied privileges enjoyed by other property owners in the vicinity and within the same zoning district. Procedures and requirements of Section 10-2.2516 of the Zoning Ordinance and 10-5.2516 of the Coastal Plan Implementing Ordinance must be followed for the variance process.

(§ 8, Ord. 2933 c.s., eff. June 3, 2004)

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§ 10-4.314. Adaptive reuse.

A Historic Overlay Zone (H) may be created pursuant to Section 10-2.1400-1420 of the Zoning Ordinance and Section 5.1400-1420 of the Coastal Plan Implementing Ordinance. An H zone may contain development standards, uses (including adaptive re-uses), and other provisions that are unique to the zone.
(§ 8, Ord. 2933 c.s., eff. June 3, 2004)

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ARTICLE 4
Certificate of Appropriateness Required

§ 10-4.401. Actions requiring certificate of appropriateness.

(a) For landmarks or properties within an historic district, no person shall alter, restore, demolish, remove, or relocate any exterior improvement or architectural feature that is either a contributing characteristic of the resource or visible from any public right-of-way; or alter, restore, place, erect, remove, or relocate any permanent sign visible from a public right-of-way; or alter, restore, place, erect, remove, or relocate any interior characteristic that was identified as contributing during the designation without being granted a certificate of appropriateness, except as provided under Article 7 of this chapter. Approval of such work shall be required even if no other permits or entitlements are required by the City.

(b) For potential historic resources, no person shall demolish, remove, or relocate any exterior improvement or architectural feature that is either a contributing characteristic of the resource or visible from any public right-of-way without being granted a certificate of appropriateness, except as provided under Article 7 of this chapter. Approval of such work shall be required even if no other permits or entitlements are required by the City.

(c) Minor alterations. The Commission may, by resolution, adopt a list of those types of alterations that are subject to approval of a certificate of appropriateness that are deemed to be "minor" in nature. The Commission may modify the list of minor alterations from time to time by resolution as circumstances warrant. Applications for certificates of appropriateness involving only minor alterations shall be reviewed pursuant to procedures in Section 10-4.402(e).

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 3, Ord. 2740 c.s., eff. March 23, 1995, and § 9, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.402. Review procedures for certificates of appropriateness.

The following procedures shall be followed in processing applications for certificates of appropriateness.

(a) Application. An application shall be filed by the applicant with the Preservation Commission.

(b) Application materials. Such application shall be accompanied by such materials as are required by the Commission and the Community Development Department that are reasonably necessary for the proper review of the proposed project.

(c) Noticing.

(1) Minor alterations. No public noticing shall be required for applications for certificates of appropriateness involving only minor alterations.

(2) All applications other than minor alterations. For applications involving other than minor alterations, public notice shall be provided as determined by resolution of the Preservation Commission. Such resolution shall include at a minimum that where the property is part of an historic district there shall be mailed notice not less than 10 days prior to the date of such hearing to persons owning all other properties within the

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historic district.

(d) Economic hardship. In cases where the applicant intends to seek approval on the basis of economic hardship, the following material shall be submitted as part of the application:

(1) For all property:

a. Form of ownership or operation of the property, whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture, or other method;

b. The amount paid for the property, the date of purchase and the party from whom purchased, including a description of the relationship, if any, between the owner and the person from whom the property was purchased;

c. Remaining balance on any mortgage or other financing secured by the property;

d. Estimated market value of the property both in its current condition, and after completion of the proposed demolition, relocation, or removal, to be presented through an appraisal by a qualified professional expert;

e. A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the structure and its suitability for rehabilitation;

f. An estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility or reuse of the existing structure on the property;

g. The assessed value of the land and improvements thereon according to the two most recent assessments;

h. Real estate taxes for the previous two years;

i. Annual debt service, if any, for the previous (2) two years;

j. All appraisals obtained within the previous two years by the owner or applicant in connection with his purchase, financing or ownership of the property;

k. All listing of the property for sale or rent, price asked and offers received, if any; and

i. Any consideration by the owner as to profitable adaptive uses for the property.

ii. For income-producing property:

A. Annual gross income from the property for the previous two years;

B. Itemized operating and maintenance expenses from the previous two years;

C. Annual cash flow, if any, for the previous two years.

(e) Review of applications involving minor alterations. Applications for certificates of

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appropriateness involving only minor alterations shall be reviewed by the Minor Alterations Subcommittee of the Commission, subject to the following provisions:

(1) The Minor Alterations Subcommittee shall complete its review and mail notice to the applicant of its decision to approve or conditionally approve the application or to forward the application to the Preservation Commission for a decision. The notice of decision shall state the findings and reasons relied upon in reaching the decision.

(2) Decisions of the Minor Alterations Subcommittee to approve or conditionally approve an application must be by an affirmative vote of all members of the Subcommittee present. If there are any dissenting votes the application shall automatically be forwarded to the Preservation Commission for a decision unless the application is withdrawn by written request of the applicant.

(3) Where the decision of the Subcommittee is to conditionally approve the application, the decision of the Subcommittee shall be final and conclusive unless, within 10 days of the date of notice of the decision, the applicant files with the Planning Division a written appeal setting forth all the points of disagreement with the Subcommittee.

(4) Where the application has been forwarded or appealed to the Preservation Commission, the application shall be heard by the Commission at its next available regular, special, or additional meeting. Decisions of the Commission shall be in writing and shall state the findings and reasons relied upon in reaching the decision.

(f) Review of other applications. Applications for certificates of appropriateness other than for minor alterations shall be reviewed by the Preservation Commission, subject to the following provisions:

(1) Decisions of the Commission shall be in writing and shall state the findings and reasons relied upon in reaching the decision.

(2) For applications for all work, the Commission shall decide to approve, approve with conditions, or deny a certificate of appropriateness.

(3) For applications seeking approval on the basis of a finding of economic hardship, the Commission shall first review the application on the basis of criteria contained in Sections 10-4.403(a) through (d) and/or 10-4.404(d)1. If the applicable conditions are determined to not exist, then the application shall be reviewed on the basis of the criteria contained in Sections 10-4.403(e) and/or 10-4.404(d)(2).

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 4, Ord. 2740 c.s., eff. March 23, 1995, § 11, Ord. 2933 c.s., eff. June 3, 2004, and § 1, Ord. 3108 c.s., eff. February 8, 2013)

§ 10-4.403. Criteria for approval of certificates of appropriateness for other than demolition or removal.

The Minor Alterations Subcommittee, Commission, or the City Council upon appeal, shall issue a certificate of appropriateness only when it determines the following conditions to exist as applicable in each case:

(a) In the case of a landmark, the proposed work (other than demolition or removal):

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(1) Conforms to the prescriptive standards adopted by the Commission; and

(2) Will not detrimentally alter, destroy or adversely affect any exterior improvement or exterior architectural feature; and

(3) Will retain the essential elements that make the resource significant.

(b) In the case of all properties located within an historic district, the proposed work (other than demolition or removal):

(1) Conforms to the prescriptive standards adopted by the Commission; and

(2) Will not adversely affect the character of the district.

(c) In the case of properties supporting contributing buildings within an historic district, the proposed work (other than demolition or removal):

(1) Will not detrimentally alter, destroy, or adversely affect any exterior improvement or exterior architectural feature; and

(2) Will retain the essential elements that make the resource significant.

(d) In the case of construction of a new building, structure, or improvement on a site where a landmark is located or on a property within an historic district:

(1) The exterior of such improvements will not adversely affect and will be compatible with the external appearance of the existing designated improvements, buildings and structures on such site or within such district.

(e) In the case where the applicant has requested consideration for approval on the basis of economic hardship:

(1) It is not feasible to remove the resource to another site or otherwise preserve it; and

(2) The denial of the proposed work will work an immediate and substantial hardship on the applicant because of condition peculiar to the particular improvement; and

(3) The property cannot be put to a reasonable use or the owner cannot obtain a reasonable economic return therefrom without approval of the proposed work.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 5, Ord. 2740 c.s., eff. March 23, 1995, and §§ 12, 13, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.404. Certificate of appropriateness for removal or demolition.

(a) Discretionary review of demolition permits. The demolition of a historic landmark, buildings in a historic district, or potential historic resource as described by this chapter is considered to be a discretionary permit and subject to the California Environmental Quality Act (CEQA) and Permit Streamlining Act. Therefore, a demolition permit shall not be issued pursuant to Title 9, Chapter 17, until the requirements of Article 4 herein have been met.

(b) Demolition review and conditions.

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(1) The demolition of a landmark, structure located within an historic district, or potential historic resource shall be referred to the Preservation Commission for review and conditions.

(2) Where appropriate, the Commission may require that a memorial of the resources be incorporated into the proposed redevelopment of the site. Some examples are a photographic display, a book or pamphlet, an exhibit, re-use of original fixtures, and other methods deemed appropriate by the Commission.

(c) Concurrent processing of demolition permits and replacement plans.

(1) No permit to wholly or partially demolish, remove or relocate a historic landmark, building in a historic district, or potential historic resource shall be considered unless accompanied by complete applications for approvals necessary for the proposed new construction on the site.

(2) A demolition permit may not be issued until the building permit for the replacement structure is issued.

(3) Staff may refer the request for the replacement structure to the Preservation Commission for advisory direction.

(4) Exceptions may be granted to this section when compelled by public safety due to eminent hazard as determined by the Chief Building Official.

(d) Criteria for approval of certificates of appropriateness. The Commission, or the City Council upon appeal, shall issue a certificate of appropriateness only when it determines the following conditions to exist as applicable in each case:

(1) In the case of the whole or partial demolition or removal of a landmark or structure located within an historic district:

a. The structure and/or site is a hazard to public health or safety and repairs or stabilization are not physically possible; or

b. The site is required for a public use which will be of more benefit to the public than the historic resource, and there is no feasible alternative location for the public use; or

c. Removal of the resource to another site is not feasible or practical; or

d. For a building in an historic district, the proposed replacement structure will not detract from or adversely affect the character of the historic district; or

e. For a partial demolition or removal, such action will not result in the loss of the essential elements that make the resource significant.

(2) In the case where the applicant has requested consideration for approval of whole or partial demolition or removal on the basis of economic hardship:

a. It is not feasible to remove the resource to another site or otherwise preserve it; and

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b. The denial of the proposed work will work an immediate and substantial hardship on the applicant because of condition peculiar to the particular improvement; and

c. The property cannot be put to a reasonable use or the owner cannot obtain a reasonable economic return therefrom without approval of the proposed work.

(§ 14, Ord. 2933 c.s., eff. June 3, 2004, as amended by § 1, Ord. 3102 c.s., eff. February 8, 2013)

§ 10-4.405. Expiration of certificate of appropriateness.

A certificate of appropriateness shall lapse and become void 36 months (or shorter period if specified as a condition of approval) from the date of final approval, unless a building permit (if required) has been issued and the work authorized by the Certificate has commenced prior to such expiration date and is diligently pursued to completion. Upon request of the property owner, a Certificate of Appropriateness may be extended by the Preservation Commission for an additional period of up to 12 months. The Preservation Commission may approve, approve with conditions, or deny any request for extension.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by §§ 14, 15, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.406. Revocation of certificate of appropriateness.

A Certificate of Appropriateness may be revoked or modified for reasons of: (1) noncompliance with any terms or conditions of the Certificate; (2) noncompliance with any provisions of this chapter; or (3) a finding of fraud or misrepresentation used in the process of obtaining the Certificate. Revocation proceedings may be initiated by motion of the Preservation Commission or City Council. Once revocation proceedings have been initiated, all work being done in reliance upon such Certificate or associated permits shall be immediately suspended until a final determination is made regarding the revocation. The decision to revoke a Certificate of Appropriateness shall be made by the Preservation Commission following a public hearing, with written notice provided to the property owner at least 10 days prior thereto.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 14, Ord. 2933 c.s., eff. June 3, 2004)

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ARTICLE 5
Advisory Review—Potential Historic Resources

§ 10-4.501. Commission review of alterations.

Any alteration to be conducted at the site of a potential historic resource or district may be referred by staff to the Preservation Commission prior to commencing any such work when staff determines that such review will assist the property owner in maintaining the significance and/or architectural integrity of the resource and to address issues of appropriateness and designation. Certain alterations, listed below, are excluded:

(a) Repairing or replacing deteriorated materials with applications or use of exterior materials of the same kind, type, and texture already in use on the resource and/or consistent with the style or period for re-roofing, windows, siding material, chimneys and fireplaces;

(b) Accessory structures;

(c) Fencing; and/or

(d) Additions or deletions of awnings, shutters, canopies and similar incidental appurtenances.

(§ 16, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.502. Recommendations.

In the course of its review, the Commission shall assist and guide the property owner(s) of potential historic resources and districts with regard to proposed alterations on an advisory basis with the intention of finding solutions and directing the owner toward designation and/or appropriate changes that safeguard the resource. To facilitate the process, staff or the Commission may refer the matter to the Minor Alterations Subcommittee.

(§ 16, Ord. 2933 c.s., eff. June 3, 2004)

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ARTICLE 6
Appeals

§ 10-4.601. Appeals.

Any decision by the Preservation Commission to approve or disapprove a designation of a landmark or historic district, or to approve or disapprove a Certificate Of Appropriateness, or to remove or not remove a property from the potential historic resource list pursuant to Section 10-4.311, shall be final and conclusive unless, by 5:00 p.m. of the tenth (10th) day following such decision (or of the next working day if the tenth (10th) day falls on a weekend or holiday):

(a) A written appeal on the form designated by the City is filed by any interested party with the City Clerk requesting a public hearing before the City Council stating the grounds for the appeal and all required fees for said appeal are paid in full; or

(b) The Mayor or a member of the City Council requests a public hearing before the City Council stating the grounds for the appeal. Provided however that the City Council member or Mayor requesting the appeal shall disqualify him or herself from hearing the appeal unless he or she can certify in writing that the appeal is being requested as a result of public interest in the decision to be reviewed and he or she has no predisposition against or in favor of the project. The City Council as a whole shall be prohibited from voting to appeal any matter in which they will sit as the reviewing body.

Such appeal, or City Council request for a public hearing, shall be set for a public hearing by the City Clerk in a timely fashion.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by §§ 16, 17, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.602. Notice of public hearing before the City Council for appeals.

Notice of public hearing before the City Council to consider an appeal of the decision of the Preservation Commission shall be given in the same manner as set forth for the original application.
(§ 17, Ord. 2933 c.s., eff. June 3, 2004)

§ 10-4.603. Decision of the City Council.

The decision of the City Council on all applications shall be final and conclusive.
(§ 17, Ord. 2933 c.s., eff. June 3, 2004)

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ARTICLE 7
Maintenance and Repair

§ 10-4.701. Ordinary maintenance and repair.

Nothing in this chapter shall be construed to prevent the ordinary maintenance or repair of any exterior improvement or exterior architectural feature that does not involve a change in design, material or external appearance thereof, nor does this chapter prevent the alteration, restoration, demolition, removal, or relocation of any such improvement or architectural feature when the Chief Building Official certifies to the Commission that such action is required for the public safety due to an unsafe or dangerous condition and cannot be accomplished under the California Historical Building Code.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 16, Ord. 2933 c.s., eff. June 3, 2004, and § 1, Ord. 3102 c.s., eff. February 8, 2013)

§ 10-4.702. Duty to keep in good repair.

The owner, occupant or other person in actual charge of a landmark or a building, structure, or improvement that is located within an historic district shall keep in good repair the exterior portions of all such buildings, structures, or improvements, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior improvement or exterior architectural feature.
(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 16, Ord. 2933 c.s., eff. June 3, 2004)

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ARTICLE 8
Enforcement

§ 10-4.801. Enforcement.

(a) It shall be the duty of the Chief Building Official or the Official's delegate to administer and enforce the provisions of this chapter.

(b) Methods of enforcement. In Addition to the regulations of this chapter, other regulations of the Redondo Beach Municipal Code, and other provisions of law which govern the appeal or disapproval of applications for permits, licenses or Certificates of Appropriateness covered by this chapter, the Chief Building Official shall have the authority to implement the enforcement thereof by serving notice requiring the removal of any violation of this chapter upon the owner, agent, occupant or tenant of the improvement, building, structure or land.

(c) Methods of enforcement. In addition to the foregoing remedies, the City Attorney may institute any necessary legal proceedings to enforce the provisions of this chapter, including the ability to maintain an action for injunctive relief to restrain or enjoin or to cause the correction or removal of any violation of this chapter, or for an injunction in appropriate cases.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by § 16, Ord. 2933 c.s., eff. June 3, 2004, and § 1, Ord. 3102 c.s., eff. February 8, 2013)

§ 10-4.802. Penalties.

(a) For any action or development covered by this chapter that is undertaken without the issuance of a Certificate of Appropriateness or that is undertaken without full compliance with the terms and conditions of an issued Certificate of Appropriateness, the Chief Building Official shall order the action stopped by written notice. It shall be a misdemeanor for any person to carry out any work on any building, structure, improvement, or property in violation of a notice stopping such work or in violation of this chapter.

(b) In addition to other penalties, in the event a historic landmark, property within a district, property listed on the National Register or California Register, or Potential Historic Resource is demolished without approvals pursuant to Articles 4, and 5 herein, no building permit shall be issued for any use of the site for five years.

(§ 2, Ord. 2554 c.s., eff. August 31, 1989, as amended by §§ 16, 18, Ord. 2933 c.s., eff. June 3, 2004, and § 1, Ord. 3102 c.s., eff. February 8, 2013)

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Administrative Report

P.1., **File #** 25-1125 **Meeting Date:** 9/2/2025

To: MAYOR AND CITY COUNCIL

From: JAMES A. LIGHT, MAYOR
LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING CHANGES TO THE RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS, REDONDO BEACH MUNICIPAL CODES RELATED TO CITY BOARDS AND COMMISSIONS, AND THE POSSIBLE CREATION OF AN ON-CALL POLICE, FIRE, AND HOMELESS SERVICES COMMISSION

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

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

REVIEW AND PROVIDE DIRECTION ON THE POSSIBLE CREATION OF ON-CALL POLICE, FIRE, AND HOMELESS SERVICES COMMISSION

EXECUTIVE SUMMARY

At the April 1, 2025 City Council meeting, Mayor Light volunteered to draft an updated meeting code of conduct for review and consideration by the City Council. At the time, the Council was focused on potential changes related to the conduct of Commissioners and the specific role each Commission serves in the City. During discussion of the item, outgoing City Attorney Mike Webb provided a briefing that pointed out the City Council had not formally adopted procedural standards for the conduct of meetings. He recommended tailoring Rosenberg's Rules of Order as a potential solution. As the Mayor's volunteer drafting of the rules progressed, additional source documents were identified that had conflicting information, were outdated, or had never been formally adopted by the Council.

The draft documents provided to Council as part of this item seek to address policy concerns, the lack of comprehensive procedural rules, inconsistencies in related ordinances, and previous draft recommendations from staff that were never acted upon. These drafts were circulated to the City

Attorney's Office, City Clerk's Office, and the appropriate liaison Departments for review prior to being provided to the City Council.

This item serves as an opportunity to introduce these documents for Council discussion and to gather feedback prior to agendizing the items for consideration of approval. Changes to the Redondo Beach Municipal Code (RBMC) would be made via ordinance. Final adoption of the changes would require at least two more meetings to allow for introduction and second reading of the ordinance, with any adopted changes taking effect 30 days thereafter. Ideally, the resulting ordinances would be finalized and adopted prior to Commissioner trainings, which are scheduled to take place in October and November.

This item contains a number of items for City Council consideration, including:

- New Draft Rules of Conduct and Decorum for City Council and Commission Meetings
    - Model Agenda for City Council and Commission Meetings
    1. Scripts for Chairs to address disruptions to public meetings
- Draft Ordinances to amend, add, and delete Redondo Beach Municipal Code (RBMC) Sections related to:
    - Uniform Regulation of Commissions
    1. Public Works, Traffic, Safety, And Sustainability Commission
    2. Harbor Commission
    3. Planning Commission
    4. Budget and Finance Commission
    5. Cultural Arts Commission
    6. Public Amenities Commission
    7. Historic Resources Preservation
- A Draft Ordinance related to the creation of an on-call Police, Fire, and Homeless Services Commission

Staff recommends that the City Council discuss, provide input, and consider action on the above items.

BACKGROUND

The "Rules of Conduct for the City Council" were last updated in April 2022. Through the 2022 strategic planning process the Council added an objective to review the Code of Conduct for Commissioners and present recommendations to the City Council. No action was ultimately taken to change the Rules of Conduct.

At the March 2023 Strategic Planning meeting, the Council updated the objective to "update the Code of Conduct Policy for City Council and Commissioners…and present the revised policy to City Council for consideration and approval." Subsequent to the establishment of this objective, the Council expressed concerns with three main items:

- City Council and Commissioner civility
- Definitively bounding the scope of commissions
- Establishing the means to control public disruptions

On April 1, 2025, the former City Attorney, Michael W. Webb, advised that the City Council never adopted comprehensive rules for the conduct of public meetings. Thus, when the Council asked for procedural guidance, the City Attorney could only opine on how the Council acted historically, or based on common procedural rules that were never formally adopted. The City Attorney closed with the recommendation to pursue the adoption of a tailored version of Rosenberg's Rules of Order, with Mayor Light volunteering to lead the drafting effort.

While research the item, multiple resources were provided that impacted the final recommendations. These included:

- The existing Rules of Conduct for City Council Meetings
- The Commissioner Handbook
- The Municipal Code and Charter
- The Agenda Instructions
- Several documents previously generated by staff but never acted upon
- City of Gardena scripts related to dealing with unruly members of the public
- Rosenberg's Rules of Order

The Project Objectives are depicted in first column of Figure 1 and the Existing Documentation is depicted in the second column.

Figure 1: Tasking Overview

Mayor Light subsequently made efforts to address each project objective. During this process, the existing documentation was found to contain some conflicting, or outdated, information, and some of Council's Project Objectives were not addressed.

As a result, the task expanded to ensure that all of the policy documents were aligned and complimentary and that new policies were defined to address the stated objectives. The resulting Recommendations (Column 3 of Figure 1) and documentation includes:

- Updates to and expansion of the Rules of Conduct embodied in the draft "City Council Rules of Conduct and Decorum," which includes the conduct of Commissioners and members of the public
- A draft update to the standard Agenda that includes additional Rules of Conduct for members of the public
- Scripts to address situations with disruptive members of the public
- Recommended updates to the RBMC

As the project progressed, several recommendations required immediate action by the City Council to align with the commencement of the Commissioner appointment process in June of 2025. As a result, the Council has already acted to enact recommended changes to the Youth Commission and to dissolve the Public Safety Commission. The expanded draft Rules for Public Participation have been posted at each City Council meeting. The Mayor has also utilized draft scripts to introduce and define the steps that should be taken when members of the public are disruptive. These rules and

scripts were reviewed by the Police Chief, the City Attorney, and the City Manager prior to public posting and can be amended by the City Council as part of this item, if desired.

As a result of the disbandment of the Public Safety Commission, the Mayor added the safety related tasks brought up by the Council during their deliberations on the matter to the scope of the amended ordinance for the Public Works and Safety Commission. It should be noted that this does not preempt the Council referral to consider establishing an on-call Police, Fire, and Homeless Services Commission.

The documents before the Council for discussion have undergone review by the City Attorney's Office and appropriate commission liaisons. They are now being presented to the Council for review and direction, with formal consideration of approval and adoption taking place at subsequent meetings. In addition to providing input on the draft documents, the Mayor is asking the City Council to provide guidance on the following items:

- Start times for Closed Session and Open Session Meetings
- Appropriate metric for Commissioner attendance (4 absences over the preceding 12-month period is currently included)
- Council's desire to allow for continued electronic public participation

Lastly, on July 8, 2025, the Council approved a referral to staff to agendize a discussion item regarding the possible creation of an on-call Police, Fire, and Homeless Services Commission. The referral indicated the Commission would be narrowly tailored to consider only issues that are substantively impacting the quality of life, public safety, or privacy of the community. The Commission would meet on an as-needed, on-call basis, to address issues that are referred for their consideration by the respective City Department Heads and the City Council. A draft ordinance pertaining to the Commission is attached for consideration.

COORDINATION

The drafted documents were coordinated with the City Manager's Office, the City Attorney's Office, and the applicable Commission liaisons.

FISCAL IMPACT

There is no fiscal impact associated with the proposed changes.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Draft City Council Rules of Conduct and Decorum
  - Appendix A - Draft Agenda
  - 1 Appendix B - Draft Scripts for Disruptive Members of the Public
- Draft Ord - Amending Title 2, Chapter 9, Article 1, Sections 2-9.100, 2-9.101, 2-9.102, 2-9.103, and 2-9.107, and Adding Sections 2-9.110 and 2-9.111 and Deleting in its Entirety Section 2-9.108 Pertaining to Uniform Regulations Of Commissions

1 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 1, Sections 2-9.100, 2-9.101, 2-9.102, 2-9.103, 2-9.107, and 2-9.108 Pertaining to the Uniform Regulations of Commissions

2 Draft Ord - Amending Title 2, Chapter 9, Article 4, Sections 2-9.401, 2-9.402, and 2-9.403 Pertaining to the Public Works, Traffic Safety, and Sustainability Commission
3 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 4, Sections 2-9.401, 2-9.402, and 2 -9.403 Pertaining to the Public Works and Sustainability Commission
4 Draft Ord - Amending Title 2, Chapter 9, Article 7, Sections 2-9.702 and Amending Sections 2-9.704 and 2-9.709 and Renumbering to 2-9.703 and 2-9.704 Respectively, and Deleting Sections 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709 and 2-9.712 and Renumbering Sections 2-9.710 to 2-9.705; 2-9.711 to 2-9.706; and 2-9.714 To 2-9.707 Pertaining to the Harbor Commission
5 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 7, Sections 2-9.702, 2-9.704, 2-9.709, 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709 and 2-9.712 Pertaining to the Harbor Commission
6 Draft Ord - Amending Title 2, Chapter 9, Article 10, Sections 2-9.1002 and 2-9.1003 Pertaining to the Planning Commission
- RBMC - Existing Code Sections - Title 2, Chapter 9, Article 10, Sections 2-9.1002 and 2-9.1003 Pertaining to the Planning Commission
- Draft Ord - Amending Title 2, Chapter 9, Article 13, Sections 2-9.1301 and 2-9.1302 Pertaining to the Budget And Finance Commission
- RBMC - Existing Code Sections - Title 2, Chapter 9, Article 13, Sections 2-9.1301 and 2-9.1302 Pertaining to the Budget And Finance Commission
- Draft Ord - Amending Title 2, Chapter 9, Article 14, Sections 2-9.1402 and 2-9.1403 Pertaining to the Cultural Arts Commission

1 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 14, Sections 2-9.1402 and 2-9.1403 Pertaining to the Cultural Arts Commission
2 Draft Ord - Amending Title 2, Chapter 9, Article 15, Sections 2-9.1502 and 2-9.1503 Pertaining to the Public Amenities Commission
3 RBMC - Existing Code Sections - Title 2, Chapter 9, Article 15, Sections 2-9.1502 and 2-9.1503 Pertaining to the Public Amenities Commission
4 Draft Ord - Amending Title 10, Chapter 4, Articles 1, 3, 4, 5 and 6, Sections 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 and 10-4.601 Pertaining to Historic Resources Preservation
5 RBMC - Existing Code Sections - Title 10, Chapter 4, Articles 1, 3, 4, 5 and 6, Sections 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 and 10-4.601 Pertaining to Historic Resources Preservation
6 Ord - Draft Ordinance Adding Sections 2-9.1601 through 2-9.1604 of the Redondo Beach Municipal Code Regarding the Police, Fire, and Homeless Services Commission

Administrative Report

P.1., **File #** 25-1243 **Meeting Date:** 9/9/2025

To: MAYOR AND CITY COUNCIL

From: JAMES A. LIGHT, MAYOR
LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING CHANGES TO THE RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS AND VARIOUS REDONDO BEACH MUNICIPAL CODE SECTIONS PERTAINING TO CITY BOARDS AND COMMISSIONS

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

REVIEW AND PROVIDE DIRECTION ON DRAFT ORDINANCES TO UPDATE THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE UNIFORM REGULATIONS OF COMMISSIONS, PUBLIC WORKS AND SUSTAINABILITY COMMISSION, HARBOR COMMISSION, PLANNING COMMISSION, BUDGET AND FINANCE COMMISSION, CULTURAL ARTS COMMISSION, PUBLIC AMENITIES COMMISSION, AND HISTORIC RESOURCES PRESERVATION

EXECUTIVE SUMMARY

At the April 1, 2025 City Council meeting, Mayor Light volunteered to draft an updated meeting code of conduct for review and consideration by the City Council. At the time, the Council was focused on potential changes related to the conduct of Commissioners and the specific role each Commission serves in the City. During discussion of the item, outgoing City Attorney Michael W. Webb provided a briefing that pointed out the City Council had not formally adopted procedural standards for the conduct of meetings. He recommended tailoring Rosenberg's Rules of Order as a potential solution. As the Mayor progressed in drafting the rules, additional source documents were identified that had conflicting information, were outdated, or had not been formally adopted.

The Mayor provided draft documents to the City Council for review at the September 2, 2025 meeting that if approved would help address policy concerns, the lack of comprehensive procedural rules, inconsistencies in related ordinances, and draft recommendations from staff that were never acted upon.

The item provided a number of documents for City Council consideration, including:

- New Draft Rules of Conduct and Decorum for City Council and Commission Meetings
    - A Model Agenda for City Council and Commission Meetings
    1. Scripts for Chairs to address disruptions to public meetings

- Draft Ordinances to amend, add, and delete Redondo Beach Municipal Code (RBMC) Sections pertaining to:
    - Uniform Regulation of Commissions
    1 Public Works, Traffic, Safety, And Sustainability Commission
    2 Harbor Commission
    3 Planning Commission
    4 Budget and Finance Commission
    5 Cultural Arts Commission
    6 Public Amenities Commission
    7 Historic Resources Preservation

After extensive discussion, the City Council approved a motion to allow Councilmembers Behrendt and Obagi to work with the Mayor to further review and redline the documents provided at the September 2nd meeting and present their edits to the City Council for consideration on September 9th. Additionally, the City Council decided not to pursue the formation of an on-call Police, Fire, and Homeless Services Commission.

At this time, staff recommends the City Council discuss the redlined documents and provide further input and direction.

BACKGROUND

The "Rules of Conduct for the City Council" were last updated in April 2022. Through the 2022 strategic planning process the Council added an objective to review the Code of Conduct for Commissioners and present recommendations to the City Council. No action was ultimately taken to change the Rules of Conduct.

At the March 2023 Strategic Planning meeting, the Council updated the objective to "update the Code of Conduct Policy for City Council and Commissioners…and present the revised policy to City Council for consideration and approval." Subsequent to the establishment of this objective, the Council expressed concerns with three main items:

- City Council and Commissioner civility
- Definitively bounding the scope of commissions
- Establishing the means to control public disruptions

On April 1, 2025, the former City Attorney, Michael W. Webb, advised that the City Council never adopted comprehensive rules for the conduct of public meetings. Thus, when the Council asked for procedural guidance, the City Attorney could only opine on how the Council acted historically, or based on common procedural rules that were never formally adopted. The City Attorney closed with the recommendation to pursue the adoption of a tailored version of Rosenberg's Rules of Order, with Mayor Light volunteering to lead the drafting effort.

While researching the item, multiple resources were provided to the Mayor that impacted the initial recommendations. These included:

- The existing Rules of Conduct for City Council Meetings
- The Commissioner Handbook

- The Municipal Code and Charter
- The Agenda Instructions
- Several documents previously generated by staff but never acted upon
- City of Gardena scripts related to dealing with unruly members of the public
- Rosenberg's Rules of Order

The Project Objectives are depicted in first column of Figure 1 and the Existing Documentation is depicted in the second column.

Figure 1: Tasking Overview

Mayor Light subsequently made efforts to address each project objective. During this process, the existing documentation was found to contain some conflicting, or outdated, information, and some of Council's Project Objectives were not addressed.

As a result, the task expanded to ensure that all of the policy documents were aligned and complimentary and that new policies were defined to address the stated objectives. The resulting Recommendations (Column 3 of Figure 1) and documentation includes:

- Updates to and expansion of the Rules of Conduct embodied in the draft "City Council Rules of Conduct and Decorum," which includes the conduct of Commissioners and members of the public
- A draft update to the standard Agenda that includes additional Rules of Conduct for members of the public
- Scripts to address situations with disruptive members of the public
- Recommended updates to the RBMC

As the project progressed, several recommendations required immediate action by the City Council to align with the commencement of the Commissioner appointment process in June of 2025. As a result, the Council has already enacted recommended changes to the Youth Commission and dissolve the Public Safety Commission. The expanded draft Rules for Public Participation have also been posted at each subsequent City Council meeting. The Mayor has also utilized draft scripts to introduce and define the steps that should be taken when members of the public are disruptive. These rules and scripts were reviewed by the Police Chief, the City Attorney, and the City Manager prior to public posting and can be amended by the City Council as part of this item, if desired.

As a result of the disbandment of the Public Safety Commission, the Mayor added the safety related tasks brought up by the Council to the scope of the amended ordinance for the Public Works and Sustainability Commission.

The documents were presented to Council following review by the City Attorney's Office and appropriate Commission liaisons. The documents were then reviewed by the City Council Subcommittee and are now being presented to the Council for review and direction. In addition to providing input on the draft documents, the Mayor also requested that the Council provide guidance on the following items:

- Start times for Closed Session and Open Session Meetings
- Appropriate metric for Commissioner attendance (4 absences over the preceding 12-month period is currently included)
- Council's desire to allow for continued electronic public participation

These issues were discussed by the City Council on September 2, 2025. This item provides an opportunity for the Council to consider the redlined changes to the documents proposed by Councilmembers Behrendt and Obagi, in consultation with the Mayor, and provide further direction on their final preparation and future consideration of adoption.

COORDINATION

The drafted documents were coordinated with Councilmembers Behrendt and Obagi, the Mayor, City Manager's Office, the City Attorney's Office, and the applicable Commission liaisons.

FISCAL IMPACT

There is no fiscal impact associated with the proposed changes.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Draft City Council Rules of Conduct and Decorum (Redlined)
  - Appendix A - Draft Agenda
  1. Appendix B - Draft Scripts for Disruptive Members of the Public
- RBMC - Existing Code Sections - Chapter 9, Article 1 - Uniform Regulations (Redlined)
1. RBMC - Existing Code Sections - Chapter 9, Article 4 - Public Works and Sustainability Commission (Redlined)
2. RBMC - Existing Code Sections - Chapter 9, Article 7 - Harbor Commission (Redlined)
3. RBMC - Existing Code Sections - Chapter 9, Article 10 - Planning Commission (Redlined)
4. RBMC - Existing Code Sections - Chapter 9, Article 13 - Budget and Finance Commission (Redlined)
5. RBMC - Existing Code Sections - Chapter 9, Article 14 - Public Art Commission (Redlined)
6. RBMC - Existing Code Sections - Chapter 9, Article 15 - Public Amenities Commission (Redlined)
7. RBMC - Existing Code Sections - Chapter 10, Articles 1-8 - Historic Resources Preservation (Redlined)
8. Administrative Report - City Council, September 2, 2025

Administrative Report

M.1., **File #** 25-1286 **Meeting Date:** 9/16/2025

To: MAYOR AND CITY COUNCIL

From: JAMES A. LIGHT, MAYOR
LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING CHANGES TO THE RULES OF CONDUCT AND DECORUM FOR CITY COUNCIL AND COMMISSION MEETINGS AND VARIOUS REDONDO BEACH MUNICIPAL CODE SECTIONS PERTAINING TO CITY BOARDS AND COMMISSIONS

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

REVIEW AND PROVIDE DIRECTION ON DRAFT ORDINANCES TO UPDATE THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO THE UNIFORM REGULATIONS OF COMMISSIONS, PUBLIC WORKS AND SUSTAINABILITY COMMISSION, HARBOR COMMISSION, PLANNING COMMISSION, BUDGET AND FINANCE COMMISSION, CULTURAL ARTS COMMISSION, PUBLIC AMENITIES COMMISSION, AND HISTORIC RESOURCES PRESERVATION

EXECUTIVE SUMMARY

This item was continued for discussion from the September 9, 2025 regular City Council meeting. It provides an opportunity for the Council to further discuss edits to Draft Rules of Conduct and Decorum for City Council and Commission Meetings presented by the Mayor on September 2, 2025, as well as redline edits to existing Redondo Beach Municipal Code (RBMC) sections provided by Mayor Pro Tem Behrendt on September 9. These documents include:

- New and Further Revised Draft Rules of Conduct and Decorum for City Council and Commission Meetings, including additional edits following the September 9, 2025 version presented by Mayor Pro Tem Behrendt (to be delivered as a Blue Folder Item)
    - A Model Agenda for City Council and Commission Meetings (to be delivered as a Blue Folder Item)
    1. Scripts for Chairs to address disruptions to public meetings (to be delivered as a Blue Folder Item)

- Redlined RBMC Sections comparing the version presented on September 9, 2025 by Mayor Pro Tem Behrendt to an updated draft:
    - Uniform Regulation of Commissions

1 Public Works, Traffic, Safety, And Sustainability Commission
2 Harbor Commission
3 Planning Commission
4 Budget and Finance Commission
5 Cultural Arts Commission
6 Public Amenities Commission
7 Historic Resources Preservation

- Redlined RBMC Sections comparing the existing RBMC sections to an updated draft from Mayor Pro Tem Behrendt:
  - Uniform Regulation of Commissions

1 Public Works, Traffic, Safety, And Sustainability Commission
2 Harbor Commission
3 Planning Commission
4 Budget and Finance Commission
5 Cultural Arts Commission
6 Public Amenities Commission
7 Historic Resources Preservation

At this time, staff recommends the City Council discuss the updated documents and provide further input and direction.

BACKGROUND

The “Rules of Conduct for the City Council” were last updated in April 2022. Through the 2022 strategic planning process the Council added an objective to review the Code of Conduct for Commissioners and present recommendations to the City Council. No action was ultimately taken to change the Rules of Conduct.

At the March 2023 Strategic Planning meeting, the Council updated the objective to “update the Code of Conduct Policy for City Council and Commissioners…and present the revised policy to City Council for consideration and approval.” Subsequent to the establishment of this objective, the Council expressed concerns with three main items:

- City Council and Commissioner civility
- Definitively bounding the scope of commissions
- Establishing the means to control public disruptions

On April 1, 2025, the former City Attorney, Michael W. Webb, advised that the City Council never adopted comprehensive rules for the conduct of public meetings. Thus, when the Council asked for procedural guidance, the City Attorney could only opine on how the Council acted historically, or based on common procedural rules that were never formally adopted. The City Attorney closed with the recommendation to pursue the adoption of a tailored version of Rosenberg’s Rules of Order, with Mayor Light volunteering to lead the drafting effort.

While researching the item, multiple resources were provided to the Mayor that impacted the initial recommendations. These included:

- The existing Rules of Conduct for City Council Meetings
- The Commissioner Handbook
- The Municipal Code and Charter
- The Agenda Instructions
- Several documents previously generated by staff but never acted upon
- City of Gardena scripts related to dealing with unruly members of the public
- Rosenberg's Rules of Order

The Project Objectives are depicted in first column of Figure 1 and the Existing Documentation is depicted in the second column.

Figure 1: Tasking Overview

Mayor Light subsequently made efforts to address each project objective. During this process, the existing documentation was found to contain some conflicting, or outdated, information, and some of Council's Project Objectives were not addressed.

As a result, the task expanded to ensure that all of the policy documents were aligned and complimentary and that new policies were defined to address the stated objectives. The resulting Recommendations (Column 3 of Figure 1) and documentation includes:

- Updates to and expansion of the Rules of Conduct embodied in the draft "City Council Rules of Conduct and Decorum," which includes the conduct of Commissioners and members of the public
- A draft update to the standard Agenda that includes additional Rules of Conduct for members of the public
- Scripts to address situations with disruptive members of the public
- Recommended updates to the RBMC

As the project progressed, several recommendations required immediate action by the City Council to align with the commencement of the Commissioner appointment process in June of 2025. As a result, the Council has already enacted recommended changes to the Youth Commission and dissolve the Public Safety Commission. The expanded draft Rules for Public Participation have also been posted at each subsequent City Council meeting. The Mayor has also utilized draft scripts to introduce and define the steps that should be taken when members of the public are disruptive. These rules and scripts were reviewed by the Police Chief, the City Attorney, and the City Manager prior to public posting and can be amended by the City Council as part of this item, if desired.

As a result of the disbandment of the Public Safety Commission, the Mayor added the safety related tasks brought up by the Council to the scope of the amended ordinance for the Public Works and Sustainability Commission.

The documents were presented to Council following review by the City Attorney's Office and appropriate Commission liaisons. The documents were then reviewed by the City Council Subcommittee and are now being presented to the Council for review and direction. In addition to

providing input on the draft documents, the Mayor also requested that the Council provide guidance on the following items:

- Start times for Closed Session and Open Session Meetings
- Appropriate metric for Commissioner attendance (4 absences over the preceding 12-month period is currently included)
- Council's desire to allow for continued electronic public participation

These items were initially discussed by the City Council on September 2, 2025, and again on September 9, 2025. The discussion was continued to the September 16, 2025 meeting. This item provides an opportunity for the Council to consider the redlined changes to the documents proposed by Mayor Pro Tem Behrendt, in consultation with the Mayor, and to provide further direction on their final preparation and future consideration of adoption.

COORDINATION

The drafted documents were coordinated with Mayor Pro Tem Behrendt, the Mayor, City Manager's Office, the City Attorney's Office, and the applicable Commission liaisons.

FISCAL IMPACT

There is no fiscal impact associated with the proposed changes.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Versions Comparing the September 9, 2025 Version to an Updated Draft:

- RBMC - Chapter 9, Article 1 - Uniform Regulations
- RBMC - Chapter 9, Article 4 - Public Works and Sustainability Commission
- RBMC - Chapter 9, Article 7 - Harbor Commission
- RBMC - Chapter 9, Article 10 - Planning Commission
- RBMC - Chapter 9, Article 13 - Budget and Finance Commission
- RBMC - Chapter 9, Article 14 - Cultural Arts Commission
- RBMC - Chapter 9, Article 15 - Public Amenities Commission
- RBMC - Chapter 10, Articles 1-8 - Historic Resources Preservation

Versions Comparing the Existing RBMC Sections to an Updated Draft:

- RBMC - Chapter 9, Article 1 - Uniform Regulations
- RBMC - Chapter 9, Article 4 - Public Works and Sustainability Commission
- RBMC - Chapter 9, Article 7 - Harbor Commission
- RBMC - Chapter 9, Article 10 - Planning Commission
- RBMC - Chapter 9, Article 13 - Budget and Finance Commission
- RBMC - Chapter 9, Article 14 - Cultural Arts Commission
- RBMC - Chapter 9, Article 15 - Public Amenities Commission
- RBMC - Chapter 10, Articles 1-8 - Historic Resources Preservation

Also Included

- Administrative Report - City Council, September 9, 2025
- Administrative Report - City Council, September 2, 2025

Administrative Report

H.17., **File #** 25-1356 **Meeting Date:** 10/7/2025

To: **MAYOR AND CITY COUNCIL**

From: JAMES A. LIGHT, MAYOR
LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

INTRODUCE BY TITLE ONLY ORDINANCE 3298-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 1 SECTIONS 2-9.100, 2-9.101, 2-9.102, 2-9.103, 2-9.106, 2-9.107, AND SECTION 2-9.109 AND ADDING SECTIONS 2-9.110 AND 2-9.111 AND DELETING IN ITS ENTIRETY SECTION 2-9.108 PERTAINING TO THE UNIFORM REGULATIONS OF COMMISSIONS. FOR INTRODUCTION AND FIRST READING

INTRODUCE BY TITLE ONLY ORDINANCE 3299-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING REDONDO BEACH MUNICIPAL CODE TITLE 2, CHAPTER 9, ARTICLE 4, SECTIONS 2-9.401, 2-9.402, AND 2-9.403 PERTAINING TO THE PUBLIC WORKS, SAFETY, AND SUSTAINABILITY COMMISSION. FOR INTRODUCTION AND FIRST READING

INTRODUCE BY TITLE ONLY ORDINANCE 3300-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 7, SECTION 2-9.702 AND AMENDING SECTIONS 2-9.704, AND 2-9.709, AND RENUMBERING TO 2-9.703 AND 2-9.704, RESPECTIVELY, AND DELETING SECTIONS 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709, 2-9.712 AND 2-9.714; AND RENUMBERING SECTIONS 2-9.710 TO 2-9.705; AND 2 -9.711 TO 2-9.706 PERTAINING TO THE HARBOR COMMISSION. FOR INTRODUCTION AND FIRST READING

INTRODUCE BY TITLE ONLY ORDINANCE 3301-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING REDONDO BEACH MUNICIPAL CODE TITLE 2, CHAPTER 9, ARTICLE 10, SECTIONS 2-9.1002 AND 2-9.1003 PERTAINING TO THE PLANNING COMMISSION. FOR INTRODUCTION AND FIRST READING

INTRODUCE BY TITLE ONLY ORDINANCE 3302-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 13, SECTIONS 2-9.1301 AND 2-9.1302 PERTAINING TO THE BUDGET AND FINANCE COMMISSION. FOR INTRODUCTION AND FIRST READING

INTRODUCE BY TITLE ONLY ORDINANCE 3303-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 14,

SECTIONS 2-9.1402 AND 2-9.1403 PERTAINING TO THE CULTURAL ARTS COMMISSION. FOR INTRODUCTION AND FIRST READING

INTRODUCE BY TITLE ONLY ORDINANCE 3304-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 2, CHAPTER 9, ARTICLE 15, SECTIONS 2-9.1502 AND 2-9.1503 PERTAINING TO THE PUBLIC AMENITIES COMMISSION. FOR INTRODUCTION AND FIRST READING

INTRODUCE BY TITLE ONLY ORDINANCE 3305-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10, CHAPTER 4, ARTICLES 1, 3, 4, 5 AND 6, SECTIONS 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10 -4.404, 10-4.501 AND 10-4.601 PERTAINING TO HISTORIC RESOURCES PRESERVATION. FOR INTRODUCTION AND FIRST READING

EXECUTIVE SUMMARY

This item provides for the first reading and adoption of a number of ordinances prepared to update sections of the Redondo Beach Municipal Code (RBMC) related to City Commissions. The changes were first introduced by the Mayor on September 2, 2025, then refined by a Council Subcommittee of Mayor Pro Tem Behrendt and Councilmember Obagi, and discussed again by the City Council on September 9, 2025 and September 16, 2025.

The ordinances proposed with this report reflect the subsequent and collaborative updates made by Mayor Pro Tem Behrendt, the Mayor, the City Attorney's Office, relevant Commission liaisons, and City staff. The documents presented for City Council consideration include:

- Ordinances revising the RBMC to incorporate approved revisions to the following:
    - Uniform Regulation of Commissions
    - Public Works and Sustainability Commission
    - Harbor Commission
    - Planning Commission
    - Budget and Finance Commission
    - Cultural Arts Commission
    - Public Amenities Commission
    - Historic Resources Preservation Commission

The proposed updates would ensure consistency across City Commissions, clarify the roles and responsibilities of Commissioners, and simplify the administration of City Commissions, which provide a vital conduit for public participation in the City's decision-making process.

BACKGROUND

The proposed Ordinances represent a continuation of efforts initiated by Mayor Light in 2024 to enhance the City's Commission structure by consolidating, amending, and eliminating Commissions to more accurately reflect the current needs of the City. Several changes have already been made, including:

- Consolidating existing City Commissions
- Expanding Commissions' ability to cancel their next regularly scheduled meeting as needed
- Consolidating functions from unstaffed City Boards to active Commissions

- Revising the composition and qualifications for the Youth Commission
- Dissolution of the Public Safety Commission, with safety-related responsibilities proposed for reassignment to the Public Works and Sustainability Commission

This item provides the City Council an opportunity to further refine the RMBC with respect to the Uniform Regulations of Commissions, Public Works and Sustainability Commission, Harbor Commission, Budget and Finance Commission, Cultural Arts Commission, Public Amenities Commission, and clean-up to update references to Historic Resources Preservation.

These items were discussed on September 2, 9, and 16, 2025, with the results of these proceedings being reflected in the Ordinances currently being presented for consideration of approval.

If approved, the proposed Ordinances would revise the RBMC to reflect the current duties and responsibilities of the City's appointed Commissioners in an effort to clarify expectations, simplify administration for these vital public bodies, and ensure their success moving forward.

The changes are designed to strengthen the governance framework for City Commissions, promote transparency, and ensure consistency across all advisory bodies.

COORDINATION

The drafted documents were coordinated by Mayor Pro Tem Behrendt, the Mayor, City Manager's Office, the City Attorney's Office, and the applicable Commission liaisons.

FISCAL IMPACT

There is no fiscal impact associated with this item.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

Proposed Ordinances

- Ord 3298-25 - Amending RBMC Title 2, Chapter 9, Article 1, Sections 2-9.100, 2-9.101, 2-9.102, 2-9.103, 2-9.106, 2-9.107, and Section 2-9.109 and Adding Sections 2-9.110 and 2-9.111 and Deleting in its Entirety Section 2-9.108 Pertaining to the Uniform Regulations of Commissions
- Ord 3299-25 - Amending RBMC Title 2, Chapter 9, Article 4, Sections 2-9.401, 2-9.402, and 2-9.403 Pertaining to the Public Works, Safety, and Sustainability Commission
- Ord 3300-25 - Amending RBMC Title 2, Chapter 9, Article 7, Section 2-9.702 and Amending Sections 2-9.704 and 2-9.709, and Renumbering to 2-9.703 and 2-9.704 Respectively, and Deleting Sections 2-9.705, 2-9.706, 2-9.707, 2-9.708, 2-9.709, 2-9.712, and 2-9.714; and Renumbering Sections 2-9.710 to 2-9.705; and 2-9.711 to 2-9.706 Pertaining to the Harbor Commission
- Ord 3301-25 - Amending RBMC Title 2, Chapter 9, Article 10, Sections 2-9.1002 and 2-9.1003 Pertaining to the Planning Commission
- Ord 3302-25 - Amending RBMC Title 2, Chapter 9, Article 13, Sections 2-9.1301 and 2-9.1302 Pertaining to the Budget And Finance Commission
- Ord 3303-25 - Amending RBMC Title 2, Chapter 9, Article 14, Sections 2-9.1402 and 2-9.1403

Pertaining to the Cultural Arts Commission

- Ord 3304-25 - Amending RBMC Title 2, Chapter 9, Article 15, Sections 2-9.1502 and 2-9.1503 Pertaining to the Public Amenities Commission
- Ord 3305-25 - Amending RBMC Title 10, Chapter 4, Articles 1, 3, 4, 5 and 6, Sections 10-4.104, 10-4.302, 10-4.304, 10-4.307, 10-4.308, 10-4.309, 10-4.310, 10-4.404, 10-4.501 and 10-4.601 Pertaining to Historic Resources Preservation

Existing RBMC Sections

- RBMC - Chapter 9, Article 1 - Uniform Regulations
- RBMC - Chapter 9, Article 4 - Public Works and Sustainability Commission
- RBMC - Chapter 9, Article 7 - Harbor Commission
- RBMC - Chapter 9, Article 10 - Planning Commission
- RBMC - Chapter 9, Article 13 - Budget and Finance Commission
- RBMC - Chapter 9, Article 14 - Cultural Arts Commission
- RBMC - Chapter 9, Article 15 - Public Amenities Commission
- RBMC - Chapter 10, Articles 1-8 - Historic Resources Preservation

Also Included

- Administrative Report - City Council, September 2, 2025
- Administrative Report - City Council, September 9, 2025
- Administrative Report - City Council, September 16, 2025

Administrative Report

H.7., **File #** 25-1452 **Meeting Date:** 10/14/2025

To: **MAYOR AND CITY COUNCIL**

From: JOY A. FORD, CITY ATTORNEY
STEPHANIE JOHNSON, QUALITY OF LIFE PROSECUTOR

TITLE

APPROVE LEASES AND ADDENDUMS FOR THIRTEEN (13) SINGLE ROOM OCCUPANCY UNITS LOCATED AT 126 WEST D STREET, WILMINGTON, CALIFORNIA 90744 BETWEEN THE CITY OF REDONDO BEACH AND SWAMI INTERNATIONAL TO SERVE AS BRIDGE HOUSING FOR PEOPLE EXPERIENCING HOMELESSNESS FROM THE BEACH CITIES FOR THE AMOUNT NOT TO EXCEED $239,150 FOR THE TERM OF OCTOBER 18, 2025 THROUGH JUNE 30, 2026

EXECUTIVE SUMMARY

As part of the Enhanced Response to Homelessness Program, the City leases eighteen (18) Single Room Occupancy (SRO) units from Swami International (Swami) in a city within Service Planning Area (SPA) 8. These SROs serve as bridge housing to give people experiencing homelessness a safe place to stay while working on the steps to obtain permanent housing. Thirteen (13) of the eighteen (18) leases are up for renewal. On October 7, 2025, City Council approved a Memorandum of Understanding (MOU) with the South Bay Cities Council of Governments (SBCCOG) to accept $339,150 in Measure A Local Solution Funds for Homeless Court, SROs and motel stays. Exhibit 4 of the MOU delineates a proposed budget for the Redondo Beach SRO/Motel beds not to exceed $239,150. Measure A Local Solution Funds will cover all eighteen (18) leases through June 30, 2026. Staff recommends that the Mayor and City Council approve the new leases for the thirteen (13) units that are set to expire on October 17, 2025.

BACKGROUND

On December 15, 2020, City Council approved five (5) leases with Swami for five units at 126 West D Street in Wilmington. The units are single occupancy rooms with a shared laundry space, kitchen and bathrooms. Since then, the City has used these SROs as bridge housing to help people experiencing homelessness get off the streets while searching for permanent housing. Like the Pallet Shelter, bridge housing has proven to help expedite the process of obtaining permanent housing for people experiencing homelessness. Bridge housing brings stabilization to people experiencing homelessness and helps them acclimate to a more structured lifestyle that will allow them to take the necessary steps towards permanent housing. For example, they no longer have to stay up at night to protect themselves and their property and can make the necessary appointments during daytime hours. In addition, staying at bridge housing makes it easier for housing navigators to locate their clients, and housing navigators no longer have to spend hours driving around to find them. Redondo Beach has a 52% success rate of exits to permanent housing from these SROs. Although not as

high as the 57% success rate of the Redondo Beach Pallet Shelter, it is still better than the 17% of exits from shelter to permanent housing in all of SPA 8.

The SBCCOG has secured new Measure A Local Solutions Funds for up to eighteen (18) SRO units totaling $239,150 and the City entered into an agreement to accept this funding on October 7, 2025. This funding will support all eighteen (18) units through June 30, 2026. The lease term for these thirteen (13) units will commence October 18, 2025 and terminate June 30, 2026. Monthly rent is $1,037.40 per unit with insurance costs at $13.50 monthly per unit. The month of October 2025 will be pro-rated. This totals $116,036.70 for the eight-month lease term.

The lease term for the other five (5) units is set to expire on January 31, 2026 and staff will seek renewal of those five (5) units through June 30, 2026 at a later time. Monthly rent for the five (5) units will be $1,078.35 per unit. It is anticipated that insurance costs will go up to $14.50 monthly per unit in 2026. It is expected that the costs for the five (5) units for a five-month lease term will total $27,321.25. The City will need to assess whether renewal of all eighteen (18) SRO units is viable and necessary before the June 30, 2026 lease expiration date based on Measure A funding renewals and the expansion of the Pallet Shelter.

As a reminder, the City will be jointly and severally liable for any damages or injuries caused by any of the tenants who reside in any of the units being rented. Normally, the City would not take on liability for third parties. However, we would not be able to get housing in another city without doing so. Service providers such as Exodus and Harbor Interfaith enter into these agreements when placing someone in hotels or other temporary housing and pay for damages, if any should occur. These incidents are rare because they carefully choose who is placed in such collaborative housing or hotels. The City would depend on our Housing Navigators to carefully select lower-risk individuals to occupy the SRO units. In addition, the City is paying renter's insurance, as outlined above, for each unit and will cover a $100,000 policy of Liability to Landlord Insurance. This cost is covered by Measure A funding.

Staff recommends that the Mayor and Council approve the new leases for thirteen (13) SRO units for the term of October 18, 2025 through June 30, 2026.

COORDINATION

The City Attorney's Office coordinated with the SBCCOG and Swami International in preparing this report.

FISCAL IMPACT

The new monthly rental rate for the thirteen (13) units set to expire on October 17, 2025 will be $1,037.40 with a monthly charge of $13.50 for renter's insurance. The costs for these thirteen (13) units will be funded through Measure A Local Solution Funds received from the SBCCOG.

Submitted by:

Joy A. Ford, City Attorney

ATTACHMENTS

- Lease Agreement with Swami International for Unit 3
- Lease Agreement with Swami International for Unit 6
- Lease Agreement with Swami International for Unit 8
- Lease Agreement with Swami International for Unit 9
- Remaining Lease Agreements will be blue foldered

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 12/24)

Date 10/18/2025, City of Redondo Beach ("Tenant") and Sunshine 11, LP. Rental Property Owner ("RPO"), Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 126 W. D Street Unit 3, Wilmington, CA 90744 ("Premises").

B. The Premises are for the sole use as a personal residence by the following named person(s) only: _____.

Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than **14 (or _____) days** without Housing Provider's written consent.

C. The following personal property, maintained pursuant to **paragraph 11**, is included: _____ or ☐ (if checked) the personal property on the attached addendum is included.

D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 10/18/2025 ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

☐ **A. Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

☒ **B. Lease:** This Agreement shall terminate on (date) 06/30/2026 at 11:59 ☐ AM/ ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

A. Tenant agrees to pay $1,037.40 per month for the term of the Agreement.

B. Rent is payable in advance on the **1st (or _____) day** of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

(1) Rent shall be paid by ☐ personal check, ☒ money order, ☒ cashier's check, made payable to Sunshine 11, LP., ☐ wire/electronic payment to _____, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.

(2) Rent shall be delivered to (name) Swami International Property Management (whose phone number is) (310)769-6669 at (address) 2030 W Rosecrans Ave, Gardena, CA 90249-2932 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of 8am and 5pm on the following days Monday - Friday).

(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☒ money order, or ☒ cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay $950.00 as a security deposit.

(The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)

B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.

C. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.

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D. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

F. No interest will be paid on security deposit unless required by local law.

G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ wire/ electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from 10/18/2025 to 10/31/2025 (date)	$518.70		$518.70		
Security Deposit	$950.00	$950.00			
Other					
Other					
Total	$1,468.70	$950.00	$518.70		

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or** 3 **) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $_____ or 6.000 % of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

☐ **A.** Parking is permitted as follows: _____
_____.
The right to parking ☐ is ☐ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR ☒ **B.** Parking is not permitted on the real property of which the Premises is a part.

8. STORAGE: (Check A or B)

☐ **A.** Storage is permitted as follows: _____
The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional $_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☐ **B.** Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: _____.
except Water, Trash, Electrical & Gas, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

☐ **A.** **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

☐ **B.** **Gas Meter:** The Premises does not have a separate gas meter.

☐ **C.** **Electric Meter:** The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).
(Check all that apply:)
☐ **A.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
☐ **B.** **(i)** Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. **(ii)** Tenant shall complete and return the MII to Housing Provider within **3 (or ____) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.
☐ **C.** Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or _____) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
☐ **D.** Other: _____ .

11. MAINTENANCE USE AND REPORTING:
A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
B. ☒ Housing Provider ☐ Tenant ☐ HOA shall water the garden, landscaping, trees and shrubs, except: _____ .
C. ☒ Housing Provider ☐ Tenant ☐ HOA shall maintain the garden, landscaping, trees and shrubs, except: _____ .
D. ☐ Housing Provider ☒ Tenant shall maintain *Common areas to be kept clean & clear of any bulky/stored items at all times* .
E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.
F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
G. **PERIODIC PEST CONTROL:** ☐ Housing Provider ☐ Tenant shall pay for periodic pest control by the following service provider: _____. This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: $ _____ per _____.
H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: _____ .
I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, ☐ except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:
A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
B. The Premises or common areas may be subject to a local non-smoking ordinance.
C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____.

15. RULES/REGULATIONS:
A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
B. **(If applicable, check one)**
☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within ____ days or _____ .
OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant, or Housing Provider shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. **(Check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☒ 10/18/2025):

☒ 1 key(s) to Premises,	☐ _____ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox,	☐ _____,
☒ 1 key(s) to common area(s),	☐ _____,

B. Tenant acknowledges that locks to the Premises ☒ have, ☐ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.

(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.

(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:**

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
24. **POSSESSION:**
    A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or _____) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.
    OR (2) ☐ Tenant is already in possession of the Premises.
    B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.
25. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
    A. Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____.
    B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
    C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).
26. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.
27. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
28. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.
29. **INSURANCE:**
    A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**
    B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.
    C. ☒ Tenant shall obtain liability insurance, in an amount not less than $*100,000.00* for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: **(i)** as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and **(ii)** as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.
30. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☒ Portable Dishwasher ☒ Portable Washing Machine.
31. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
32. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: *Sunshine 11, LP.*
2030 W. Rosecrans Ave
Gardena, CA 90249

Tenant: *City of Redondo Beach*
415 Diamond Street
Redondo Beach, CA 90277

33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
34. **REPRESENTATION**
    A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
    B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.
35. **MEDIATION:**
    A. Consistent with **paragraphs 35B** and **35C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
    B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
    C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $*500.00*), except as provided in **paragraph 35A**.
37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
38. **DISCLOSURES:**
    A. [X] **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
    B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
    C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
    D. [ ] **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
    E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
    F. [ ] **OTHER MATERIAL FACTS:** _____
    _____
    _____
    G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:
Housing Provider's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the Housing Provider; or ☐ both the Tenant and Housing Provider (Dual Agent).
Housing Provider's Agent _____ License Number _____
Is (check one): ☐ the Housing Provider's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).
Tenant's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the Tenant; or ☐ both the Tenant and Housing Provider (Dual Agent).
Tenant's Agent _____ License Number _____
Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).

B. DISCLOSURE: ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. TERMINATION OF AGENCY RELATIONSHIP:
(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MII).

42. BROKER COMPENSATION:

A. EXISTING WRITTEN AGREEMENTS: Upon execution of this Agreement:
(1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).
(2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).

B. ☐ OWNER AGREEMENT TO PAY TENANT'S BROKER: In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:
(1) **Fixed term lease: (i)** _____ percent of the total rent payments due under the term specified in **paragraph 2B**; or **(ii)** ☐ $ _____; or **(iii)** ☐ _____;
(2) **For month-to-month rental: (i)** _____ percent of _____; or **(ii)** ☐ $ _____ or **(iii)** ☐ _____;
(3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;
(4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and
(5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.

C. ☐ PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS: RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2)** and **42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker		
Housing Provider's Broker		
Housing Provider		
Property Manager (see **paragraph 49**)		

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. RECEIPT: If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS: Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.

46. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement: ☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☒ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD); ☒ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Parking and Storage Disclosure (C.A.R. Form PSD); ☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); ☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC); ☒ Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);
☒ Other Documents/Addenda: *House Rules & Regulations*
☐ Other Terms: _____

47. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

48. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/ translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):
☐ Housing Provider's Brokerage Firm in Real Estate Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section
☒ Property Management firm immediately below

Real Estate Broker (Property Manager) Swami International DRE Lic # 01938053
(Agent) _____ DRE Lic # _____
Address 2030 W. Rosecrans Ave, Gardena, CA 90249 Telephone # (310)769-6669

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

50. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY TENANT: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____ .

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**
(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of Tenant: City of Redondo Beach
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address 126 W. D Street Unit 3 City Wilmington State CA Zip 90744
Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____
Printed name of Tenant: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and **(iii)** waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

51. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

A. ☐ ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____ .

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Housing Provider: *Sunshine 11, LP.*

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address *2030 W Rosecrans Ave* City *Gardena* State *CA* Zip *90249*

Telephone *(310)769-6669* Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. BROKER COMPENSATION: Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

Real Estate Broker (Housing Provider's Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

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EQUAL HOUSING OPPORTUNITY

BED BUG DISCLOSURE

California Civil Code §1954.603

(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated *10/18/2025*, on property known as *126 W. D Street Unit 3, Wilmington, CA 90744*, in which *City of Redondo Beach* is referred to as "Tenant" and *Sunshine 11, LP.* is referred to as "Housing Provider".

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
   - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
   - Molted bed bug skins, white, sticky eggs, or empty eggshells.
   - Very heavily infested areas may have a characteristically sweet odor.
   - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Redondo Beach

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Sunshine 11, LP.

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated ***10/18/2025***, on property known as ***126 W. D Street Unit 3, Wilmington, CA 90744***, in which ***City of Redondo Beach*** is referred to as ("Tenant") and ***Sunshine 11, LP.*** is referred to as ("Housing Provider").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. **The Property is not located in a special flood hazard area or an area of potential flooding.**

OR ☐ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

   A. The owner has actual knowledge of that fact.
   B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
   C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
   D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Redondo Beach

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Sunshine 11, LP.

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)

(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated *10/18/2025* on property known as *126 W. D Street Unit 3, Wilmington, CA 90744* in which *City of Redondo Beach* is referred to as "Tenant" and *Sunshine 11, LP.* is referred to as "Housing Provider".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
   - **A.** Default in payment of rent.
   - **B.** Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

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C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
G. Assigning or subletting the premises in violation of the Tenant's lease.
H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. "No-fault" Reasons:

A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. Just Cause Notices:

A. Curable "At-Fault" Reasons: Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
B. Tenant Payments Pursuant to "No-Fault" Eviction: (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. **(2)** In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (Signature) _____ Date _____
City of Redondo Beach
Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Sunshine 11, LP.
Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***10/18/2025***, on property located at (Street Address) ***126 W. D Street Unit 3*** (Unit/Apartment) _____ (City) ***Wilmington*** (State) ***CA*** (Zip Code) ***90744*** ("Premises"), between ***City of Redondo Beach*** ("Tenant") and ***Sunshine 11, LP.*** ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

1. **TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:**
   - **A.** Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
   - **B.** Housing Provider **shall** comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
     (1) If the Premises is located in a rental property that contains 16 or more residential units; **OR**
     (2) If the Premises is located in a rental property that contains 15 or fewer residential units **and** BOTH of the following apply:
       (i) Housing Provider owns more than one residential rental property, regardless of the number of units; **AND**
       (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
   - **C.** Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

   ☐ **Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.

   Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.
3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.
4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.
5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies) ☐ TransUnion, ☐ Equifax, ☐ Experian, ☐ Other: _____ _____, ☐ Other: _____.
6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: _____ _____;

   OR B. ☐ This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.
7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: _____ _____;

   OR B. ☐ Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: _____ _____.
8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

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9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING: If Tenant opts-in to positive rental information reporting:

A. Tenant shall pay Housing Provider a monthly service fee of $_____ (not to exceed $10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.

OR B. [X] No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR [ ] by first-class mail OR [ ] by email.

Housing Provider (Signature): _____ ***Sunshine 11, LP.*** Date: _____

Housing Provider (Signature): _____ Date: _____

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): _____ ***City of Redondo Beach*** Date: _____

Tenant (Signature): _____ Date: _____

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

10. OPT-IN to positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): _____ ***City of Redondo Beach*** Date: _____

Tenant (Signature): _____ Date: _____

OR

11. OPT-OUT of positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): _____ ***City of Redondo Beach*** Date: _____

Tenant (Signature): _____ Date: _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as “no children” or “English-speakers only”).
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***City of Redondo Beach*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ ***Sunshine 11, LP.*** Date _____

Seller/Housing Provider _____ Date _____

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EQUAL HOUSING OPPORTUNITY

Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com City of Redondo

Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout





Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

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Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.

2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.

3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

For more information, visit CDPH website (www.cdph.ca.gov/Pages/contact_us.aspx)

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LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form LPD, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other: _____, dated *10/18/2025*, on property known as: *126 W. D Street Unit 3, Wilmington, CA 90744* ("Property") in which *City of Redondo Beach* is referred to as Buyer or Tenant and *Sunshine 11, LP.* is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE): Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:

A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: _____

B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: _____

C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Housing Provider *Sunshine 11, LP.* Date

Seller or Housing Provider Date

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2. LISTING AGENT'S ACKNOWLEDGMENT:

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ By _____

Agent (Broker representing Seller or Housing Provider) (Please print) | Associate-Licensee or Broker Signature | Date

---

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:

A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1** above
(2) (if initialed) _____/_____ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

B. I have received the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*."

C. If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

D. For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

_____ Date _____ Date

Buyer or Tenant | Buyer or Tenant

City of Redondo Beach

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4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ By _____

Agent (Broker obtaining the Offer) (Please print) | Associate-Licensee or Broker Signature | Date

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EQUAL HOUSING OPPORTUNITY

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated *10/18/2025* , on property located at (Street Address) *126 W. D Street Unit 3* (Unit/Apartment) _____ (City) *Wilmington* (State) *CA* (Zip Code) *90744* ("Premises"), in which *City of Redondo Beach* is referred to as "Tenant" and *Sunshine 11, LP.* is referred to as "Housing Provider"

1. **MOLD AND VENTILATION NOTIFICATION AND AGREEMENT:** Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that **(i)** mold can grow if the Premises is not properly maintained; **(ii)** moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; **(iii)** if moisture is allowed to accumulate, it can lead to the growth of mold, and **(iv)** mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to: _____
   - **A.** Maintain the Premises free of dirt, debris and moisture that can harbor mold;
   - **B.** Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
   - **C.** Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
   - **D.** Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
   - **E.** Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans;
   - **F.** Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
   - **G.** Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities;
   - **H.** Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises;
   - **I.** Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
   - **J.** Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.
2. (If checked, ☐ the Premises was previously treated for elevated levels of mold that were detected.)
3. ☒ MOLD AND DAMPNESS: Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) *City of Redondo Beach* Date _____

Tenant (Signature) _____ Date _____

Housing Provider (Signature) *Sunshine 11, LP.* Date _____

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM No. *One*

(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other _____, dated *October 18, 2025*, on property known as *126 W. D Street Unit 3 Wilmington, CA 90744* ("Property/Premises"), between *City of Redondo Beach* ("Buyer/Tenant") and *Sunshine 11, LP.* ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
- To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

Tenant must provide proof of renters insurance with first months rent at the lease signing. If no proof is provided at lease signing, the tenant will automatically be enrolled in a $100,000 policy of Liability to Landlord Insurance ONLY (NOT RENTERS INSURANCE, WHICH PROTECTS YOUR PERSONAL BELONGINGS) that will be charged on a monthly basis at $10.50 plus a $3.00 admin fee (subject to change).

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant *City of Redondo Beach* Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider *Sunshine 11, LP.* Date _____

Seller/Housing Provider _____ Date _____

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ADM REVISED 6/25 (PAGE 1 OF 1)

EQUAL HOUSING OPPORTUNITY

HOUSE RULES AND REGULATIONS

A. GENERAL

1. This Agreement is an Addendum and incorporated by reference into the Rental Agreement between Landlord and Resident.
2. Landlord may adopt new rules and regulations or amendments to those rules upon giving thirty (30) days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident's rights. They will be equally enforced. Resident is responsible for the conduct of all guests and the adherence to these rules and regulations at all times.

B. NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons that will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall ensure that all musical instruments, television sets, stereos, radios, etc., are played at a volume which will not disturb other persons or residents.
3. Resident is responsible for the activities and conduct of Resident, occupants of their unit and their guests, including behavior within their unit, outside of the unit, on the common grounds, parking areas, or any recreation facilities. The activities and conduct or Resident and Resident's guests shall not annoy or disturb other persons or residents.
4. No lounging, visiting or loud talking that may be disturbing to other Residents will be allowed in the common areas between the hours of 10:00 p.m. and 7:00 a.m..

C. CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from objectionable odors at all times.
2. Residents shall assist management in keeping the outside and common areas clean.
3. Resident shall not permit the littering of papers, cigarette butts or trash in and around the unit.
4. Resident shall ensure that no trash or other materials are accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Resident shall ensure that garbage is placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should not be placed adjacent to the containers. Resident shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the Resident in accordance with State and local laws.
6. Resident may not leave items in the hallways or other common areas. All furniture must be kept inside the unit. Unsightly items must be kept out of vision.
7. Clothing, curtains, rugs, etc., shall not be shaken or hung outside of any window, ledge, or balcony.
8. No car washing or car repairs are allowed at the property.

D. SAFETY

1. Security is the responsibility of each Resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety, or for injury or damage caused by the criminal acts of other persons. Landlord does not provide private protection services for Residents.
2. Resident shall ensure that all doors are locked during Resident's absence.
3. Resident shall ensure that all appliances be turned off before leaving the unit.
4. When leaving for an extended period, resident shall notify Landlord how long Resident will be away.
5. Prior to any planned absence, Resident shall give Landlord authority to allow entry into unit to any person or provide Landlord with the name of any person or entity permitted by Resident to enter unit.
6. Smoking in bed is prohibited.

7. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
8. The use of charcoal barbecues is prohibited unless consent is obtained from the Landlord.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items, are left in the halls, stairways, or about the building unattended.

E. MAINTENANCE, REPAIRS AND ALTERATIONS

1. If the unit is supplied with smoke detection device(s) upon occupancy, it shall be the responsibility of the Resident to regularly test the detector(s) to ensure that the device(s) is/are in operable condition. The Resident will inform Landlord immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law.
2. Resident shall advise Landlord, in writing, of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or, for normal problems, within business hours. Repair requests should be made as soon as the defect is noted.
3. Service requests should be made in writing, addressed and delivered to Landlord, and not directly to maintenance personnel.
4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Residents' negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid immediately by Resident upon demand by Landlord.
5. Resident shall make no alterations or improvements without the consent of Landlord, including painting or wallpaper, shelving or flooring. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

F. VEHICLES AND PARKING

1. Resident shall only use assigned parking spaces and shall ensure that their guests park only in unassigned areas or designated guest parking at all times, and will not park in another resident's designated parking space. Vehicles parking in unauthorized areas or in another resident's space may be towed away at the expense of the vehicle's owner.
2. Inoperable, abandoned, unregistered vehicles or vehicles leaking fluids are subject to tow pursuant to California Vehicle Code section 22658.
3. All vehicles on the premises must be operational, registered, insured and free from leaking fluids. There shall be no vehicle repairs or maintenance performed, nor any washing of vehicles, on or about the premises.
4. No Resident shall keep, maintain or allow to remain on the premises for a period in excess of seven (7) days, any non-working, inoperable or non-functioning vehicle of any kind. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code section 3479 and may, at Landlord's option, be the basis for terminating the tenancy herein.
5. Garages, if provided, are to be used for the parking of operable, registered vehicles only and not for the storage of other personal property.

The undersigned Resident(s) acknowledge having read and understood the foregoing, and receipt of a duplicate

Resident	Date	Resident	Date
Resident	Date	Resident	Date

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 12/24)

Date 10/18/2025, City of Redondo Beach ("Tenant") and Sunshine 11, LP. Rental Property Owner ("RPO"), Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 126 W. D Street Unit 6, Wilmington, CA 90744 ("Premises").

B. The Premises are for the sole use as a personal residence by the following named person(s) only: _____.

Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than **14 (or _____) days** without Housing Provider's written consent.

C. The following personal property, maintained pursuant to **paragraph 11**, is included: _____ or ☐ (if checked) the personal property on the attached addendum is included.

D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 10/18/2025 ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

☐ **A. Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

☒ **B. Lease:** This Agreement shall terminate on (date) 06/30/2026 at 11:59 ☐ AM/ ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

A. Tenant agrees to pay $1,037.40 per month for the term of the Agreement.

B. Rent is payable in advance on the **1st (or _____) day** of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

(1) Rent shall be paid by ☐ personal check, ☒ money order, ☒ cashier's check, made payable to Sunshine 11, LP., ☐ wire/electronic payment to _____, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.

(2) Rent shall be delivered to (name) Swami International Property Management (whose phone number is) (310)769-6669 at (address) 2030 W Rosecrans Ave, Gardena, CA 90249-2932 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of 8am and 5pm on the following days Monday - Friday).

(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☒ money order, or ☒ cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay $950.00 as a security deposit.

(The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)

B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.

C. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.

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D. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

F. No interest will be paid on security deposit unless required by local law.

G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ wire/ electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from 10/18/2025 to 10/31/2025 (date)	$518.70		$518.70		
Security Deposit	$950.00	$950.00			
Other					
Other					
Total	$1,468.70	$950.00	$518.70		

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or** 3 **) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $_____ or 6.000 % of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

☐ **A.** Parking is permitted as follows: _____

_____.

The right to parking ☐ is ☐ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR ☒ **B.** Parking is not permitted on the real property of which the Premises is a part.

8. STORAGE: (Check A or B)

☐ **A.** Storage is permitted as follows: _____

The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional $_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☐ **B.** Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: _____. except Water, Trash, Electrical & Gas, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

☐ **A. Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

☐ **B. Gas Meter:** The Premises does not have a separate gas meter.

☐ **C. Electric Meter:** The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).
(Check all that apply:)
☐ **A.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
☐ **B.** **(i)** Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. **(ii)** Tenant shall complete and return the MII to Housing Provider within **3 (or ____) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.
☐ **C.** Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or _____) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
☐ **D.** Other: _____ .

11. MAINTENANCE USE AND REPORTING:
A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
B. ☒ Housing Provider ☐ Tenant ☐ HOA shall water the garden, landscaping, trees and shrubs, except: _____ .
C. ☒ Housing Provider ☐ Tenant ☐ HOA shall maintain the garden, landscaping, trees and shrubs, except: _____ .
D. ☐ Housing Provider ☒ Tenant shall maintain *Common areas to be kept clean & clear of any bulky/stored items at all times* .
E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.
F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
G. **PERIODIC PEST CONTROL:** ☐ Housing Provider ☐ Tenant shall pay for periodic pest control by the following service provider: _____. This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: $ _____ per _____.
H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: _____ .
I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, ☐ except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:
A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
B. The Premises or common areas may be subject to a local non-smoking ordinance.
C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____.

15. RULES/REGULATIONS:
A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
B. **(If applicable, check one)**
☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within ____ days or _____ .
OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant, or Housing Provider shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. **(Check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☒ 10/18/2025):

☒ 1 key(s) to Premises,	☐ _____ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox,	☐ _____,
☒ 1 key(s) to common area(s),	☐ _____,

B. Tenant acknowledges that locks to the Premises ☒ have, ☐ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.

(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.

(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:**

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
24. **POSSESSION:**
    A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or _____) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.
    OR (2) ☐ Tenant is already in possession of the Premises.
    B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.
25. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
    A. Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____.
    B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
    C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).
26. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.
27. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
28. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.
29. **INSURANCE:**
    A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**
    B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.
    C. ☒ Tenant shall obtain liability insurance, in an amount not less than $*100,000.00* for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: **(i)** as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and **(ii)** as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.
30. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☒ Portable Dishwasher ☒ Portable Washing Machine.
31. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
32. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: *Sunshine 11, LP.*
2030 W. Rosecrans Ave
Gardena, CA 90249

Tenant: *City of Redondo Beach*
415 Diamond Street
Redondo Beach, CA 90277

33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
34. **REPRESENTATION**
    A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
    B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.
35. **MEDIATION:**
    A. Consistent with **paragraphs 35B** and **35C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
    B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
    C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $*500.00*), except as provided in **paragraph 35A**.
37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
38. **DISCLOSURES:**
    A. [X] **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
    B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
    C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
    D. [ ] **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
    E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
    F. [ ] **OTHER MATERIAL FACTS:** _____
    _____
    _____
    G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:
Housing Provider's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the Housing Provider; or ☐ both the Tenant and Housing Provider (Dual Agent).
Housing Provider's Agent _____ License Number _____
Is (check one): ☐ the Housing Provider's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).
Tenant's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the Tenant; or ☐ both the Tenant and Housing Provider (Dual Agent).
Tenant's Agent _____ License Number _____
Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).

B. DISCLOSURE: ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. TERMINATION OF AGENCY RELATIONSHIP:
(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MII).

42. BROKER COMPENSATION:

A. EXISTING WRITTEN AGREEMENTS: Upon execution of this Agreement:
(1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).
(2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).

B. ☐ OWNER AGREEMENT TO PAY TENANT'S BROKER: In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:
(1) **Fixed term lease: (i)** _____ percent of the total rent payments due under the term specified in **paragraph 2B**; or **(ii)** ☐ $ _____; or **(iii)** ☐ _____;
(2) **For month-to-month rental: (i)** _____ percent of _____; or **(ii)** ☐ $ _____ or **(iii)** ☐ _____;
(3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;
(4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and
(5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.

C. ☐ PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS: RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2)** and **42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker		
Housing Provider's Broker		
Housing Provider		
Property Manager (see **paragraph 49**)		

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. RECEIPT: If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS: Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.

46. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement: ☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☒ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD); ☒ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Parking and Storage Disclosure (C.A.R. Form PSD); ☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); ☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC); ☒ Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);
☒ Other Documents/Addenda: *House Rules & Regulations*
☐ Other Terms: _____

47. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

48. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):
☐ Housing Provider's Brokerage Firm in Real Estate Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section
☒ Property Management firm immediately below
Real Estate Broker (Property Manager) *Swami International* DRE Lic # *01938053*
(Agent) _____ DRE Lic # _____
Address *2030 W. Rosecrans Ave, Gardena, CA 90249* Telephone # *(310)769-6669*

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

50. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY TENANT: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____ .

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**
(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of Tenant: *City of Redondo Beach*
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address *126 W. D Street Unit 6* City *Wilmington* State *CA* Zip *90744*
Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____
Printed name of Tenant: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and **(iii)** waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

51. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

A. ☐ ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____
_____.

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of Housing Provider: *Sunshine 11, LP.*
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address *2030 W Rosecrans Ave* City *Gardena* State *CA* Zip *90249*
Telephone *(310)769-6669* Text _____ E-mail _____

(Signature) By, _____ Date: _____
Printed name of Housing Provider: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone _____ Text _____ E-mail _____
☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. BROKER COMPENSATION: Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) _____ DRE Lic. # _____
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

Real Estate Broker (Housing Provider's Firm) _____ DRE Lic. # _____
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

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EQUAL HOUSING OPPORTUNITY

BED BUG DISCLOSURE

California Civil Code §1954.603

(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated *10/18/2025*, on property known as *126 W. D Street Unit 6, Wilmington, CA 90744*, in which *City of Redondo Beach* is referred to as "Tenant" and *Sunshine 11, LP.* is referred to as "Housing Provider".

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
   - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
   - Molted bed bug skins, white, sticky eggs, or empty eggshells.
   - Very heavily infested areas may have a characteristically sweet odor.
   - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Redondo Beach

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Sunshine 11, LP.

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated ***10/18/2025***, on property known as ***126 W. D Street Unit 6, Wilmington, CA 90744***, in which ***City of Redondo Beach*** is referred to as ("Tenant") and ***Sunshine 11, LP.*** is referred to as ("Housing Provider").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. **The Property is not located in a special flood hazard area or an area of potential flooding.**

OR ☐ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

   A. The owner has actual knowledge of that fact.
   B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
   C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
   D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Redondo Beach

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Sunshine 11, LP.

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)

(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated *10/18/2025* on property known as *126 W. D Street Unit 6, Wilmington, CA 90744* in which *City of Redondo Beach* is referred to as "Tenant" and *Sunshine 11, LP.* is referred to as "Housing Provider".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
   - **A.** Default in payment of rent.
   - **B.** Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

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C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
G. Assigning or subletting the premises in violation of the Tenant's lease.
H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. "No-fault" Reasons:

A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. Just Cause Notices:

A. Curable "At-Fault" Reasons: Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
B. Tenant Payments Pursuant to "No-Fault" Eviction: (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. **(2)** In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (Signature) _____ Date _____
City of Redondo Beach
Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Sunshine 11, LP.
Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***10/18/2025***, on property located at (Street Address) ***126 W. D Street Unit 6*** (Unit/Apartment) _____ (City) ***Wilmington*** (State) ***CA*** (Zip Code) ***90744*** ("Premises"), between ***City of Redondo Beach*** ("Tenant") and ***Sunshine 11, LP.*** ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

1. **TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:**
   - **A.** Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
   - **B.** Housing Provider **shall** comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
     (1) If the Premises is located in a rental property that contains 16 or more residential units; **OR**
     (2) If the Premises is located in a rental property that contains 15 or fewer residential units **and** BOTH of the following apply:
       (i) Housing Provider owns more than one residential rental property, regardless of the number of units; **AND**
       (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
   - **C.** Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

   ☐ **Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.

   Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.
3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.
4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.
5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies) ☐ TransUnion, ☐ Equifax, ☐ Experian, ☐ Other: _____ _____, ☐ Other: _____.
6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: _____;

   OR B. ☐ This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.
7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: _____;

   OR B. ☐ Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: _____.
8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

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9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING: If Tenant opts-in to positive rental information reporting:

A. Tenant shall pay Housing Provider a monthly service fee of $_____ (not to exceed $10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.

OR B. [X] No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR [ ] by first-class mail OR [ ] by email.

Housing Provider (Signature): _____ ***Sunshine 11, LP.*** Date: _____

Housing Provider (Signature): _____ Date: _____

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): _____ ***City of Redondo Beach*** Date: _____

Tenant (Signature): _____ Date: _____

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

10. OPT-IN to positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): _____ ***City of Redondo Beach*** Date: _____

Tenant (Signature): _____ Date: _____

OR

11. OPT-OUT of positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): _____ ***City of Redondo Beach*** Date: _____

Tenant (Signature): _____ Date: _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as “no children” or “English-speakers only”).
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***City of Redondo Beach*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ ***Sunshine 11, LP.*** Date _____

Seller/Housing Provider _____ Date _____

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EQUAL HOUSING OPPORTUNITY

Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com City of Redondo

Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout





Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

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Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.

2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.

3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

For more information, visit CDPH website (www.cdph.ca.gov/Pages/contact_us.aspx)

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LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form LPD, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other: _____, dated *10/18/2025*, on property known as: *126 W. D Street Unit 6, Wilmington, CA 90744* ("Property") in which *City of Redondo Beach* is referred to as Buyer or Tenant and *Sunshine 11, LP.* is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE): Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:

A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: _____

B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: _____

C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Housing Provider *Sunshine 11, LP.* Date

Seller or Housing Provider Date

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2. LISTING AGENT'S ACKNOWLEDGMENT:

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ By _____

Agent (Broker representing Seller or Housing Provider) (Please print) | Associate-Licensee or Broker Signature | Date

---

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:

A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1** above
(2) (if initialed) _____/_____ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

B. I have received the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*."

C. If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

D. For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

_____ Date _____ Date

Buyer or Tenant | Buyer or Tenant

City of Redondo Beach

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4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ By _____

Agent (Broker obtaining the Offer) (Please print) | Associate-Licensee or Broker Signature | Date

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EQUAL HOUSING OPPORTUNITY

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated *10/18/2025*, on property located at (Street Address) *126 W. D Street Unit 6* (Unit/Apartment) _____ (City) *Wilmington* (State) *CA* (Zip Code) *90744* ("Premises"), in which *City of Redondo Beach* is referred to as "Tenant" and *Sunshine 11, LP.* is referred to as "Housing Provider"

1. **MOLD AND VENTILATION NOTIFICATION AND AGREEMENT:** Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that **(i)** mold can grow if the Premises is not properly maintained; **(ii)** moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; **(iii)** if moisture is allowed to accumulate, it can lead to the growth of mold, and **(iv)** mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to: _____
   - **A.** Maintain the Premises free of dirt, debris and moisture that can harbor mold;
   - **B.** Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
   - **C.** Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
   - **D.** Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
   - **E.** Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans;
   - **F.** Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
   - **G.** Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities;
   - **H.** Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises;
   - **I.** Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
   - **J.** Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.
2. (If checked, ☐ the Premises was previously treated for elevated levels of mold that were detected.)
3. ☒ MOLD AND DAMPNESS: Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) *City of Redondo Beach* Date _____

Tenant (Signature) _____ Date _____

Housing Provider (Signature) *Sunshine 11, LP.* Date _____

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM No. *One*

(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other _____, dated *October 18, 2025*, on property known as *126 W. D Street Unit 6 Wilmington, CA 90744* ("Property/Premises"), between *City of Redondo Beach* ("Buyer/Tenant") and *Sunshine 11, LP.* ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
- To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

Tenant must provide proof of renters insurance with first months rent at the lease signing. If no proof is provided at lease signing, the tenant will automatically be enrolled in a $100,000 policy of Liability to Landlord Insurance ONLY (NOT RENTERS INSURANCE, WHICH PROTECTS YOUR PERSONAL BELONGINGS) that will be charged on a monthly basis at $10.50 plus a $3.00 admin fee (subject to change).

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant *City of Redondo Beach* Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider *Sunshine 11, LP.* Date _____

Seller/Housing Provider _____ Date _____

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EQUAL HOUSING OPPORTUNITY

HOUSE RULES AND REGULATIONS

A. GENERAL

1. This Agreement is an Addendum and incorporated by reference into the Rental Agreement between Landlord and Resident.
2. Landlord may adopt new rules and regulations or amendments to those rules upon giving thirty (30) days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident's rights. They will be equally enforced. Resident is responsible for the conduct of all guests and the adherence to these rules and regulations at all times.

B. NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons that will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall ensure that all musical instruments, television sets, stereos, radios, etc., are played at a volume which will not disturb other persons or residents.
3. Resident is responsible for the activities and conduct of Resident, occupants of their unit and their guests, including behavior within their unit, outside of the unit, on the common grounds, parking areas, or any recreation facilities. The activities and conduct or Resident and Resident's guests shall not annoy or disturb other persons or residents.
4. No lounging, visiting or loud talking that may be disturbing to other Residents will be allowed in the common areas between the hours of 10:00 p.m. and 7:00 a.m..

C. CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from objectionable odors at all times.
2. Residents shall assist management in keeping the outside and common areas clean.
3. Resident shall not permit the littering of papers, cigarette butts or trash in and around the unit.
4. Resident shall ensure that no trash or other materials are accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Resident shall ensure that garbage is placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should not be placed adjacent to the containers. Resident shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the Resident in accordance with State and local laws.
6. Resident may not leave items in the hallways or other common areas. All furniture must be kept inside the unit. Unsightly items must be kept out of vision.
7. Clothing, curtains, rugs, etc., shall not be shaken or hung outside of any window, ledge, or balcony.
8. No car washing or car repairs are allowed at the property.

D. SAFETY

1. Security is the responsibility of each Resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety, or for injury or damage caused by the criminal acts of other persons. Landlord does not provide private protection services for Residents.
2. Resident shall ensure that all doors are locked during Resident's absence.
3. Resident shall ensure that all appliances be turned off before leaving the unit.
4. When leaving for an extended period, resident shall notify Landlord how long Resident will be away.
5. Prior to any planned absence, Resident shall give Landlord authority to allow entry into unit to any person or provide Landlord with the name of any person or entity permitted by Resident to enter unit.
6. Smoking in bed is prohibited.

7. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
8. The use of charcoal barbecues is prohibited unless consent is obtained from the Landlord.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items, are left in the halls, stairways, or about the building unattended.

E. MAINTENANCE, REPAIRS AND ALTERATIONS

1. If the unit is supplied with smoke detection device(s) upon occupancy, it shall be the responsibility of the Resident to regularly test the detector(s) to ensure that the device(s) is/are in operable condition. The Resident will inform Landlord immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law.
2. Resident shall advise Landlord, in writing, of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or, for normal problems, within business hours. Repair requests should be made as soon as the defect is noted.
3. Service requests should be made in writing, addressed and delivered to Landlord, and not directly to maintenance personnel.
4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Residents' negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid immediately by Resident upon demand by Landlord.
5. Resident shall make no alterations or improvements without the consent of Landlord, including painting or wallpaper, shelving or flooring. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

F. VEHICLES AND PARKING

1. Resident shall only use assigned parking spaces and shall ensure that their guests park only in unassigned areas or designated guest parking at all times, and will not park in another resident's designated parking space. Vehicles parking in unauthorized areas or in another resident's space may be towed away at the expense of the vehicle's owner.
2. Inoperable, abandoned, unregistered vehicles or vehicles leaking fluids are subject to tow pursuant to California Vehicle Code section 22658.
3. All vehicles on the premises must be operational, registered, insured and free from leaking fluids. There shall be no vehicle repairs or maintenance performed, nor any washing of vehicles, on or about the premises.
4. No Resident shall keep, maintain or allow to remain on the premises for a period in excess of seven (7) days, any non-working, inoperable or non-functioning vehicle of any kind. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code section 3479 and may, at Landlord's option, be the basis for terminating the tenancy herein.
5. Garages, if provided, are to be used for the parking of operable, registered vehicles only and not for the storage of other personal property.

The undersigned Resident(s) acknowledge having read and understood the foregoing, and receipt of a duplicate

Resident	Date	Resident	Date
Resident	Date	Resident	Date

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 12/24)

Date 10/18/2025, City of Redondo Beach ("Tenant") and Sunshine 11, LP. Rental Property Owner ("RPO"), Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 126 W. D Street Unit 8, Wilmington, CA 90744 ("Premises").

B. The Premises are for the sole use as a personal residence by the following named person(s) only: _____.

Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than **14 (or _____) days** without Housing Provider's written consent.

C. The following personal property, maintained pursuant to **paragraph 11**, is included: _____ or ☐ (if checked) the personal property on the attached addendum is included.

D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 10/18/2025 ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

☐ **A. Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

☒ **B. Lease:** This Agreement shall terminate on (date) 06/30/2026 at 11:59 ☐ AM/ ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

A. Tenant agrees to pay $1,037.40 per month for the term of the Agreement.

B. Rent is payable in advance on the **1st (or _____) day** of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

(1) Rent shall be paid by ☐ personal check, ☒ money order, ☒ cashier's check, made payable to Sunshine 11, LP., ☐ wire/electronic payment to _____, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.

(2) Rent shall be delivered to (name) Swami International Property Management (whose phone number is) (310)769-6669 at (address) 2030 W Rosecrans Ave, Gardena, CA 90249-2932 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of 8am and 5pm on the following days Monday - Friday).

(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☒ money order, or ☒ cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay $950.00 as a security deposit.

(The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)

B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.

C. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.

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D. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

F. No interest will be paid on security deposit unless required by local law.

G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ wire/ electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from 10/18/2025 to 10/31/2025 (date)	$518.70		$518.70		
Security Deposit	$950.00	$950.00			
Other					
Other					
Total	$1,468.70	$950.00	$518.70		

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or** 3 **) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $_____ or 6.000 % of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

☐ **A.** Parking is permitted as follows: _____

_____.

The right to parking ☐ is ☐ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR ☒ **B.** Parking is not permitted on the real property of which the Premises is a part.

8. STORAGE: (Check A or B)

☐ **A.** Storage is permitted as follows: _____

The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional $_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☐ **B.** Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: _____. except Water, Trash, Electrical & Gas, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

☐ **A. Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

☐ **B. Gas Meter:** The Premises does not have a separate gas meter.

☐ **C. Electric Meter:** The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).
(Check all that apply:)
☐ **A.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
☐ **B.** **(i)** Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. **(ii)** Tenant shall complete and return the MII to Housing Provider within **3 (or ____) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.
☐ **C.** Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or _____) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
☐ **D.** Other: _____ .

11. MAINTENANCE USE AND REPORTING:
A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
B. ☒ Housing Provider ☐ Tenant ☐ HOA shall water the garden, landscaping, trees and shrubs, except: _____ .
C. ☒ Housing Provider ☐ Tenant ☐ HOA shall maintain the garden, landscaping, trees and shrubs, except: _____ .
D. ☐ Housing Provider ☒ Tenant shall maintain *Common areas to be kept clean & clear of any bulky/stored items at all times* .
E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.
F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
G. **PERIODIC PEST CONTROL:** ☐ Housing Provider ☐ Tenant shall pay for periodic pest control by the following service provider: _____. This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: $ _____ per _____.
H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: _____ .
I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, ☐ except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:
A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
B. The Premises or common areas may be subject to a local non-smoking ordinance.
C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____.

15. RULES/REGULATIONS:
A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
B. **(If applicable, check one)**
☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within ____ days or _____ .
OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant, or Housing Provider shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. **(Check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☒ 10/18/2025):

☒ 1 key(s) to Premises,	☐ _____ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox,	☐ _____,
☒ 1 key(s) to common area(s),	☐ _____,

B. Tenant acknowledges that locks to the Premises ☒ have, ☐ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.

(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.

(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:**

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
24. **POSSESSION:**
    A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or _____) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.
    OR (2) ☐ Tenant is already in possession of the Premises.
    B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.
25. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
    A. Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____.
    B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
    C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).
26. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.
27. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
28. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.
29. **INSURANCE:**
    A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**
    B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.
    C. ☒ Tenant shall obtain liability insurance, in an amount not less than $*100,000.00* for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: **(i)** as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and **(ii)** as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.
30. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☒ Portable Dishwasher ☒ Portable Washing Machine.
31. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
32. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: *Sunshine 11, LP.*
2030 W. Rosecrans Ave
Gardena, CA 90249

Tenant: *City of Redondo Beach*
415 Diamond Street
Redondo Beach, CA 90277

33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
34. **REPRESENTATION**
    A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
    B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.
35. **MEDIATION:**
    A. Consistent with **paragraphs 35B** and **35C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
    B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
    C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $*500.00*), except as provided in **paragraph 35A**.
37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
38. **DISCLOSURES:**
    A. [X] **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
    B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
    C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
    D. [ ] **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
    E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
    F. [ ] **OTHER MATERIAL FACTS:** _____
    _____
    _____
    G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:
Housing Provider's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the Housing Provider; or ☐ both the Tenant and Housing Provider (Dual Agent).
Housing Provider's Agent _____ License Number _____
Is (check one): ☐ the Housing Provider's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).
Tenant's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the Tenant; or ☐ both the Tenant and Housing Provider (Dual Agent).
Tenant's Agent _____ License Number _____
Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).

B. DISCLOSURE: ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. TERMINATION OF AGENCY RELATIONSHIP:
(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MII).

42. BROKER COMPENSATION:

A. EXISTING WRITTEN AGREEMENTS: Upon execution of this Agreement:
(1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).
(2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).

B. ☐ OWNER AGREEMENT TO PAY TENANT'S BROKER: In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:
(1) **Fixed term lease: (i)** _____ percent of the total rent payments due under the term specified in **paragraph 2B**; or **(ii)** ☐ $ _____; or **(iii)** ☐ _____;
(2) **For month-to-month rental: (i)** _____ percent of _____; or **(ii)** ☐ $ _____ or **(iii)** ☐ _____;
(3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;
(4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and
(5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.

C. ☐ PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS: RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2)** and **42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker		
Housing Provider's Broker		
Housing Provider		
Property Manager (see **paragraph 49**)		

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. RECEIPT: If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS: Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.

46. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement: ☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☒ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD); ☒ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Parking and Storage Disclosure (C.A.R. Form PSD); ☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); ☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC); ☒ Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);
☒ Other Documents/Addenda: *House Rules & Regulations*
☐ Other Terms: _____

47. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

48. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):
☐ Housing Provider's Brokerage Firm in Real Estate Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section
☒ Property Management firm immediately below
Real Estate Broker (Property Manager) *Swami International* DRE Lic # *01938053*
(Agent) _____ DRE Lic # _____
Address *2030 W. Rosecrans Ave, Gardena, CA 90249* Telephone # *(310)769-6669*

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

50. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY TENANT: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____ .

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**
(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of Tenant: *City of Redondo Beach*
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address *126 W. D Street Unit 8* City *Wilmington* State *CA* Zip *90744*
Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____
Printed name of Tenant: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and **(iii)** waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

Premises: *126 W. D Street Unit 8, Wilmington, CA 90744* Date: *10/18/2025*

51. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

A. ☐ ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____
_____.

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of Housing Provider: *Sunshine 11, LP.*
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address *2030 W Rosecrans Ave* City *Gardena* State *CA* Zip *90249*
Telephone *(310)769-6669* Text _____ E-mail _____

(Signature) By, _____ Date: _____
Printed name of Housing Provider: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone _____ Text _____ E-mail _____
☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. BROKER COMPENSATION: Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) _____ DRE Lic. # _____
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

Real Estate Broker (Housing Provider's Firm) _____ DRE Lic. # _____
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

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EQUAL HOUSING OPPORTUNITY

BED BUG DISCLOSURE

California Civil Code §1954.603
(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated *10/18/2025*, on property known as *126 W. D Street Unit 8, Wilmington, CA 90744*, in which *City of Redondo Beach* is referred to as "Tenant" and *Sunshine 11, LP.* is referred to as "Housing Provider".

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
   - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
   - Molted bed bug skins, white, sticky eggs, or empty eggshells.
   - Very heavily infested areas may have a characteristically sweet odor.
   - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Redondo Beach

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Sunshine 11, LP.

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated ***10/18/2025***, on property known as ***126 W. D Street Unit 8, Wilmington, CA 90744***, in which ***City of Redondo Beach*** is referred to as ("Tenant") and ***Sunshine 11, LP.*** is referred to as ("Housing Provider").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. **The Property is not located in a special flood hazard area or an area of potential flooding.**

OR ☐ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

   A. The owner has actual knowledge of that fact.
   B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
   C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
   D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Redondo Beach

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Sunshine 11, LP.

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)

(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated *10/18/2025* on property known as *126 W. D Street Unit 8, Wilmington, CA 90744* in which *City of Redondo Beach* is referred to as "Tenant" and *Sunshine 11, LP.* is referred to as "Housing Provider".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
   - **A.** Default in payment of rent.
   - **B.** Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

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C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
G. Assigning or subletting the premises in violation of the Tenant's lease.
H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. "No-fault" Reasons:
A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. Just Cause Notices:
A. Curable "At-Fault" Reasons: Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
B. Tenant Payments Pursuant to "No-Fault" Eviction: (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. **(2)** In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (Signature) _____ Date _____
City of Redondo Beach
Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Sunshine 11, LP.
Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***10/18/2025***, on property located at (Street Address) ***126 W. D Street Unit 8*** (Unit/Apartment) _____ (City) ***Wilmington*** (State) ***CA*** (Zip Code) ***90744*** ("Premises"), between ***City of Redondo Beach*** ("Tenant") and ***Sunshine 11, LP.*** ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

1. **TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:**
   - **A.** Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
   - **B.** Housing Provider **shall** comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
     (1) If the Premises is located in a rental property that contains 16 or more residential units; **OR**
     (2) If the Premises is located in a rental property that contains 15 or fewer residential units **and** BOTH of the following apply:
       (i) Housing Provider owns more than one residential rental property, regardless of the number of units; **AND**
       (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
   - **C.** Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

   ☐ **Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.

   Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.
3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.
4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.
5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies) ☐ TransUnion, ☐ Equifax, ☐ Experian, ☐ Other: _____ _____, ☐ Other: _____.
6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: _____;

   OR B. ☐ This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.
7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: _____;

   OR B. ☐ Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: _____.
8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

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9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING: If Tenant opts-in to positive rental information reporting:

A. Tenant shall pay Housing Provider a monthly service fee of $_____ (not to exceed $10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.

OR B. [X] No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR [ ] by first-class mail OR [ ] by email.

Housing Provider (Signature): _____ ***Sunshine 11, LP.*** Date: _____

Housing Provider (Signature): _____ Date: _____

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): _____ ***City of Redondo Beach*** Date: _____

Tenant (Signature): _____ Date: _____

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

10. OPT-IN to positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): _____ ***City of Redondo Beach*** Date: _____

Tenant (Signature): _____ Date: _____

OR

11. OPT-OUT of positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): _____ ***City of Redondo Beach*** Date: _____

Tenant (Signature): _____ Date: _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as “no children” or “English-speakers only”).
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***City of Redondo Beach*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ ***Sunshine 11, LP.*** Date _____

Seller/Housing Provider _____ Date _____

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Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com City of Redondo

Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout





Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

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Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.

2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.

3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

For more information, visit CDPH website (www.cdph.ca.gov/Pages/contact_us.aspx)

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LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form LPD, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other: _____, dated *10/18/2025*, on property known as: *126 W. D Street Unit 8, Wilmington, CA 90744* ("Property") in which *City of Redondo Beach* is referred to as Buyer or Tenant and *Sunshine 11, LP.* is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE): Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:

A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: _____

B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: _____

C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Housing Provider *Sunshine 11, LP.* Date

Seller or Housing Provider Date

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2. LISTING AGENT'S ACKNOWLEDGMENT:

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ By _____

Agent (Broker representing Seller or Housing Provider) (Please print) | Associate-Licensee or Broker Signature | Date

---

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:

A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1** above
(2) (if initialed) _____/_____ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

B. I have received the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*."

C. If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

D. For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

_____ Date _____ Date

Buyer or Tenant | Buyer or Tenant

City of Redondo Beach

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4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ By _____

Agent (Broker obtaining the Offer) (Please print) | Associate-Licensee or Broker Signature | Date

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EQUAL HOUSING OPPORTUNITY

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated *10/18/2025*, on property located at (Street Address) *126 W. D Street Unit 8* (Unit/Apartment) _____ (City) *Wilmington* (State) *CA* (Zip Code) *90744* ("Premises"), in which *City of Redondo Beach* is referred to as "Tenant" and *Sunshine 11, LP.* is referred to as "Housing Provider"

1. **MOLD AND VENTILATION NOTIFICATION AND AGREEMENT:** Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that **(i)** mold can grow if the Premises is not properly maintained; **(ii)** moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; **(iii)** if moisture is allowed to accumulate, it can lead to the growth of mold, and **(iv)** mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to: _____
   - **A.** Maintain the Premises free of dirt, debris and moisture that can harbor mold;
   - **B.** Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
   - **C.** Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
   - **D.** Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
   - **E.** Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans;
   - **F.** Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
   - **G.** Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities;
   - **H.** Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises;
   - **I.** Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
   - **J.** Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.
2. (If checked, ☐ the Premises was previously treated for elevated levels of mold that were detected.)
3. ☒ MOLD AND DAMPNESS: Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) *City of Redondo Beach* Date _____

Tenant (Signature) _____ Date _____

Housing Provider (Signature) *Sunshine 11, LP.* Date _____

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM No. *One*

(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other _____, dated *October 18, 2025*, on property known as *126 W. D Street Unit 8 Wilmington, CA 90744* ("Property/Premises"), between *City of Redondo Beach* ("Buyer/Tenant") and *Sunshine 11, LP.* ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
- To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

Tenant must provide proof of renters insurance with first months rent at the lease signing. If no proof is provided at lease signing, the tenant will automatically be enrolled in a $100,000 policy of Liability to Landlord Insurance ONLY (NOT RENTERS INSURANCE, WHICH PROTECTS YOUR PERSONAL BELONGINGS) that will be charged on a monthly basis at $10.50 plus a $3.00 admin fee (subject to change).

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant *City of Redondo Beach* Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider *Sunshine 11, LP.* Date _____

Seller/Housing Provider _____ Date _____

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ADM REVISED 6/25 (PAGE 1 OF 1)

EQUAL HOUSING OPPORTUNITY

HOUSE RULES AND REGULATIONS

A. GENERAL

1. This Agreement is an Addendum and incorporated by reference into the Rental Agreement between Landlord and Resident.
2. Landlord may adopt new rules and regulations or amendments to those rules upon giving thirty (30) days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident's rights. They will be equally enforced. Resident is responsible for the conduct of all guests and the adherence to these rules and regulations at all times.

B. NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons that will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall ensure that all musical instruments, television sets, stereos, radios, etc., are played at a volume which will not disturb other persons or residents.
3. Resident is responsible for the activities and conduct of Resident, occupants of their unit and their guests, including behavior within their unit, outside of the unit, on the common grounds, parking areas, or any recreation facilities. The activities and conduct or Resident and Resident's guests shall not annoy or disturb other persons or residents.
4. No lounging, visiting or loud talking that may be disturbing to other Residents will be allowed in the common areas between the hours of 10:00 p.m. and 7:00 a.m..

C. CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from objectionable odors at all times.
2. Residents shall assist management in keeping the outside and common areas clean.
3. Resident shall not permit the littering of papers, cigarette butts or trash in and around the unit.
4. Resident shall ensure that no trash or other materials are accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Resident shall ensure that garbage is placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should not be placed adjacent to the containers. Resident shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the Resident in accordance with State and local laws.
6. Resident may not leave items in the hallways or other common areas. All furniture must be kept inside the unit. Unsightly items must be kept out of vision.
7. Clothing, curtains, rugs, etc., shall not be shaken or hung outside of any window, ledge, or balcony.
8. No car washing or car repairs are allowed at the property.

D. SAFETY

1. Security is the responsibility of each Resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety, or for injury or damage caused by the criminal acts of other persons. Landlord does not provide private protection services for Residents.
2. Resident shall ensure that all doors are locked during Resident's absence.
3. Resident shall ensure that all appliances be turned off before leaving the unit.
4. When leaving for an extended period, resident shall notify Landlord how long Resident will be away.
5. Prior to any planned absence, Resident shall give Landlord authority to allow entry into unit to any person or provide Landlord with the name of any person or entity permitted by Resident to enter unit.
6. Smoking in bed is prohibited.

7. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
8. The use of charcoal barbecues is prohibited unless consent is obtained from the Landlord.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items, are left in the halls, stairways, or about the building unattended.

E. MAINTENANCE, REPAIRS AND ALTERATIONS

1. If the unit is supplied with smoke detection device(s) upon occupancy, it shall be the responsibility of the Resident to regularly test the detector(s) to ensure that the device(s) is/are in operable condition. The Resident will inform Landlord immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law.
2. Resident shall advise Landlord, in writing, of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or, for normal problems, within business hours. Repair requests should be made as soon as the defect is noted.
3. Service requests should be made in writing, addressed and delivered to Landlord, and not directly to maintenance personnel.
4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Residents' negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid immediately by Resident upon demand by Landlord.
5. Resident shall make no alterations or improvements without the consent of Landlord, including painting or wallpaper, shelving or flooring. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

F. VEHICLES AND PARKING

1. Resident shall only use assigned parking spaces and shall ensure that their guests park only in unassigned areas or designated guest parking at all times, and will not park in another resident's designated parking space. Vehicles parking in unauthorized areas or in another resident's space may be towed away at the expense of the vehicle's owner.
2. Inoperable, abandoned, unregistered vehicles or vehicles leaking fluids are subject to tow pursuant to California Vehicle Code section 22658.
3. All vehicles on the premises must be operational, registered, insured and free from leaking fluids. There shall be no vehicle repairs or maintenance performed, nor any washing of vehicles, on or about the premises.
4. No Resident shall keep, maintain or allow to remain on the premises for a period in excess of seven (7) days, any non-working, inoperable or non-functioning vehicle of any kind. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code section 3479 and may, at Landlord's option, be the basis for terminating the tenancy herein.
5. Garages, if provided, are to be used for the parking of operable, registered vehicles only and not for the storage of other personal property.

The undersigned Resident(s) acknowledge having read and understood the foregoing, and receipt of a duplicate

Resident	Date	Resident	Date
Resident	Date	Resident	Date

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 12/24)

Date 10/18/2025, City of Redondo Beach ("Tenant") and Sunshine 11, LP. Rental Property Owner ("RPO"), Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. PROPERTY:

A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 126 W. D Street Unit 9, Wilmington, CA 90744 ("Premises").

B. The Premises are for the sole use as a personal residence by the following named person(s) only: _____.

Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than **14 (or _____) days** without Housing Provider's written consent.

C. The following personal property, maintained pursuant to **paragraph 11**, is included: _____ or ☐ (if checked) the personal property on the attached addendum is included.

D. The Premises may be subject to a local rent or eviction control ordinance, or both.

2. TERM: The term begins on (date) 10/18/2025 ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

☐ **A. Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

☒ **B. Lease:** This Agreement shall terminate on (date) 06/30/2026 at 11:59 ☐ AM/ ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

A. Tenant agrees to pay $1,037.40 per month for the term of the Agreement.

B. Rent is payable in advance on the **1st (or _____) day** of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

(1) Rent shall be paid by ☐ personal check, ☒ money order, ☒ cashier's check, made payable to Sunshine 11, LP., ☐ wire/electronic payment to _____, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.

(2) Rent shall be delivered to (name) Swami International Property Management (whose phone number is) (310)769-6669 at (address) 2030 W Rosecrans Ave, Gardena, CA 90249-2932 (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of 8am and 5pm on the following days Monday - Friday).

(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☒ money order, or ☒ cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay $950.00 as a security deposit.

(The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)

B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.

C. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.

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D. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

E. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

F. No interest will be paid on security deposit unless required by local law.

G. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ wire/ electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from 10/18/2025 to 10/31/2025 (date)	$518.70		$518.70		
Security Deposit	$950.00	$950.00			
Other					
Other					
Total	$1,468.70	$950.00	$518.70		

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or** 3 **) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $_____ or 6.000 % of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

☐ **A.** Parking is permitted as follows: _____.

The right to parking ☐ is ☐ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR ☒ **B.** Parking is not permitted on the real property of which the Premises is a part.

8. STORAGE: (Check A or B)

☐ **A.** Storage is permitted as follows: _____

The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional $_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☐ **B.** Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: _____. except Water, Trash, Electrical & Gas, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

☐ **A. Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

☐ **B. Gas Meter:** The Premises does not have a separate gas meter.

☐ **C. Electric Meter:** The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).
(Check all that apply:)
☐ **A.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).
☐ **B.** **(i)** Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. **(ii)** Tenant shall complete and return the MII to Housing Provider within **3 (or ____) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.
☐ **C.** Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within **3 (or _____) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
☐ **D.** Other: _____ .

11. MAINTENANCE USE AND REPORTING:
A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
B. ☒ Housing Provider ☐ Tenant ☐ HOA shall water the garden, landscaping, trees and shrubs, except: _____ .
C. ☒ Housing Provider ☐ Tenant ☐ HOA shall maintain the garden, landscaping, trees and shrubs, except: _____ .
D. ☐ Housing Provider ☒ Tenant shall maintain *Common areas to be kept clean & clear of any bulky/stored items at all times* .
E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.
F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
G. **PERIODIC PEST CONTROL:** ☐ Housing Provider ☐ Tenant shall pay for periodic pest control by the following service provider: _____. This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: $ _____ per _____.
H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: _____ .
I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, ☐ except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:
A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
B. The Premises or common areas may be subject to a local non-smoking ordinance.
C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____.

15. RULES/REGULATIONS:
A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
B. **(If applicable, check one)**
☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within ____ days or _____ .
OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant, or Housing Provider shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. **(Check one)**

☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☒ 10/18/2025):

☒ 1 key(s) to Premises,	☐ _____ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox,	☐ _____,
☒ 1 key(s) to common area(s),	☐ _____,

B. Tenant acknowledges that locks to the Premises ☒ have, ☐ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.

(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.

(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:**

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
24. **POSSESSION:**
    A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or _____) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.
    OR (2) ☐ Tenant is already in possession of the Premises.
    B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.
25. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
    A. Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph 25C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____.
    B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
    C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).
26. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.
27. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
28. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.
29. **INSURANCE:**
    A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**
    B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.
    C. ☒ Tenant shall obtain liability insurance, in an amount not less than $*100,000.00* for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: **(i)** as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and **(ii)** as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.
30. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☒ Portable Dishwasher ☒ Portable Washing Machine.
31. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
32. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider: *Sunshine 11, LP.*
2030 W. Rosecrans Ave
Gardena, CA 90249

Tenant: *City of Redondo Beach*
415 Diamond Street
Redondo Beach, CA 90277

33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
34. **REPRESENTATION**
    A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
    B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.
35. **MEDIATION:**
    A. Consistent with **paragraphs 35B** and **35C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
    B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
    C. Housing Provider and Tenant agree to mediate disputes or claims involving Owner's Agent/Broker, Tenant's Agent/Broker, or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $*500.00*), except as provided in **paragraph 35A**.
37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
38. **DISCLOSURES:**
    A. [X] **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
    B. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
    C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
    D. [ ] **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
    E. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
    F. [ ] **OTHER MATERIAL FACTS:** _____
    _____
    _____
    G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:
Housing Provider's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the Housing Provider; or ☐ both the Tenant and Housing Provider (Dual Agent).
Housing Provider's Agent _____ License Number _____
Is (check one): ☐ the Housing Provider's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).
Tenant's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the Tenant; or ☐ both the Tenant and Housing Provider (Dual Agent).
Tenant's Agent _____ License Number _____
Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).

B. DISCLOSURE: ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. TERMINATION OF AGENCY RELATIONSHIP:
(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MII).

42. BROKER COMPENSATION:

A. EXISTING WRITTEN AGREEMENTS: Upon execution of this Agreement:
(1) **TENANT COMPENSATION TO TENANT'S BROKER:** If applicable, Tenant agrees to pay compensation as specified in a separate written agreement between Tenant and Broker (C.A.R. Form TRBC or LCA).
(2) **OWNER COMPENSATION TO OWNER OR TENANT'S BROKER:** If applicable, Owner agrees to pay compensation as specified in a separate written agreement between Owner and Broker(s) (C.A.R. Form LL or LCA).

B. ☐ OWNER AGREEMENT TO PAY TENANT'S BROKER: In consideration for Tenant entering into this Lease/Rental agreement, Owner agrees to pay Tenant's Broker as follows:
(1) **Fixed term lease: (i)** _____ percent of the total rent payments due under the term specified in **paragraph 2B**; or **(ii)** ☐ $ _____; or **(iii)** ☐ _____;
(2) **For month-to-month rental: (i)** _____ percent of _____; or **(ii)** ☐ $ _____ or **(iii)** ☐ _____;
(3) **Payment is conditioned on** Tenant taking possession of the Premises or being prevented from doing so by Housing Provider;
(4) **Payments made by Owner shall be credited** against any obligation of Tenant to pay Tenant's Broker pursuant to a separate written agreement; and
(5) **Third-party beneficiary:** Owner acknowledges and agrees that Tenant's Broker is a third-party beneficiary of this agreement and may pursue Owner for failure to pay the amount specified in **paragraph 42B**.

C. ☐ PAYMENT OF COMPENSATION OUT OF TENANT MOVE-IN FUNDS: RPO authorizes Tenant to deduct any amount for Tenant's Broker and Housing Provider's Broker compensation out of Tenant's move-in funds still due under **paragraph 5** and make payment directly to Tenant's Broker and Housing Provider's Broker. Any amount paid pursuant to this paragraph shall be credited against the amounts specified in **paragraph 5**. RPO shall be responsible for any compensation due Brokers under **paragraphs 42A(2)** and **42B** that are not covered by this paragraph. Tenant is instructed to make payment as follows:

Payment made to:	Amount	Due Date
Tenant's Broker		
Housing Provider's Broker		
Housing Provider		
Property Manager (see **paragraph 49**)		

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. RECEIPT: If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.

45. CITY, COUNTY OR OTHER LOCAL REQUIREMENTS: Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.

46. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement: ☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☒ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD); ☒ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Parking and Storage Disclosure (C.A.R. Form PSD); ☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard Disclosure (C.A.R. Form TFHD); ☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC); ☒ Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR);
☒ Other Documents/Addenda: *House Rules & Regulations*
☐ Other Terms: _____

47. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 50** or **51** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

48. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):
☐ Housing Provider's Brokerage Firm in Real Estate Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section
☒ Property Management firm immediately below
Real Estate Broker (Property Manager) *Swami International* DRE Lic # *01938053*
(Agent) _____ DRE Lic # _____
Address *2030 W. Rosecrans Ave, Gardena, CA 90249* Telephone # *(310)769-6669*

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

50. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY TENANT: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Tenant:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____ .

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**
(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.
(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of Tenant: *City of Redondo Beach*
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address *126 W. D Street Unit 9* City *Wilmington* State *CA* Zip *90744*
Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____
Printed name of Tenant: _____
☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State ____ Zip _____
Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and **(iii)** waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

51. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

A. ☐ ENTITY HOUSING PROVIDER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Housing Provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____ .

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

B. HOUSING PROVIDER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Housing Provider: *Sunshine 11, LP.*

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address *2030 W Rosecrans Ave* City *Gardena* State *CA* Zip *90249*

Telephone *(310)769-6669* Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. BROKER COMPENSATION: Housing Provider's Broker and Tenant's Broker agrees to accept the compensation, as specified in **paragraph 42** or in a separate written agreement.

Real Estate Broker (Tenant's Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

Real Estate Broker (Housing Provider's Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

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EQUAL HOUSING OPPORTUNITY

BED BUG DISCLOSURE

California Civil Code §1954.603

(C.A.R. Form BBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated *10/18/2025*, on property known as *126 W. D Street Unit 9, Wilmington, CA 90744*, in which *City of Redondo Beach* is referred to as "Tenant" and *Sunshine 11, LP.* is referred to as "Housing Provider".

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
5. **Common signs and symptoms of a possible bed bug infestation:**
   - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
   - Molted bed bug skins, white, sticky eggs, or empty eggshells.
   - Very heavily infested areas may have a characteristically sweet odor.
   - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Housing Provider or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Housing Provider will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Redondo Beach

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Sunshine 11, LP.

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

TENANT FLOOD HAZARD DISCLOSURE

(C.A.R. Form TFHD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____, dated ***10/18/2025***, on property known as ***126 W. D Street Unit 9, Wilmington, CA 90744***, in which ***City of Redondo Beach*** is referred to as ("Tenant") and ***Sunshine 11, LP.*** is referred to as ("Housing Provider").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. **The Property is not located in a special flood hazard area or an area of potential flooding.**

OR ☐ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potential flooding if any of the following scenarios apply:

   A. The owner has actual knowledge of that fact.
   B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
   C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
   D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Tenant (Signature) _____ Date _____
City of Redondo Beach

Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Sunshine 11, LP.

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions. Check with a qualified California real estate attorney before proceeding.)

(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated *10/18/2025* on property known as *126 W. D Street Unit 9, Wilmington, CA 90744* in which *City of Redondo Beach* is referred to as "Tenant" and *Sunshine 11, LP.* is referred to as "Housing Provider".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a housing provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
   - **A.** Default in payment of rent.
   - **B.** Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

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C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
G. Assigning or subletting the premises in violation of the Tenant's lease.
H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. "No-fault" Reasons:
A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. Just Cause Notices:
A. Curable "At-Fault" Reasons: Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
B. Tenant Payments Pursuant to "No-Fault" Eviction: (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. **(2)** In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (Signature) _____ Date _____
City of Redondo Beach
Tenant (Signature) _____ Date _____

Housing Provider (Signature) _____ Date _____
Sunshine 11, LP.
Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING

(C.A.R. Form TRPR, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated ***10/18/2025***, on property located at (Street Address) ***126 W. D Street Unit 9*** (Unit/Apartment) _____ (City) ***Wilmington*** (State) ***CA*** (Zip Code) ***90744*** ("Premises"), between ***City of Redondo Beach*** ("Tenant") and ***Sunshine 11, LP.*** ("Housing Provider").

The term "Housing Provider" may include Rental Property Owner or agent.

1. **TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:**
   - **A.** Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent (Civil Code § 1954.07).
   - **B.** Housing Provider **shall** comply with a tenant's request for positive rental payment information reporting to a nationwide reporting agency in either of the following two scenarios:
     (1) If the Premises is located in a rental property that contains 16 or more residential units; **OR**
     (2) If the Premises is located in a rental property that contains 15 or fewer residential units **and** BOTH of the following apply:
       (i) Housing Provider owns more than one residential rental property, regardless of the number of units; **AND**
       (ii) Housing Provider is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.
   - **C.** Housing Provider is not required to but may voluntarily comply with the tenant's request in other scenarios.

   ☐ **Notice of Exemption:** Housing Provider is NOT required to report tenant's positive rental payment information to at least one nationwide consumer reporting agency. Housing Provider does not meet either of the criteria in **paragraph 1B**.

   Instructions: Parties may skip **paragraphs 2-9**. Tenant signatures in **paragraphs 10 or 11** are not needed and do not create a requirement for Housing Provider to comply with the request even if signed.

2. **POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL:** Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.
3. **TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING:** Tenant may submit the election to have positive rental information reporting at any time.
4. **DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING:** If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects for Housing Provider to stop reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require Housing Provider to resume positive rental information reporting for at least six months after making the request to opt-out of such reporting.
5. **NAME(S) OF REPORTING AGENCIES:** If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies) ☐ TransUnion, ☐ Equifax, ☐ Experian, ☐ Other: _____ _____, ☐ Other: _____.
6. **HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in **paragraph 10** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: _____;

   OR B. ☐ This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.
7. **HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING:** Tenant may elect to opt-out of positive rental payment information reporting by checking the Tenant Opt-Out box in **paragraph 11** below, signing and dating in that box, and
   - **A.** Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: _____;

   OR B. ☐ Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: _____.
8. **ADDITIONAL COPIES OF THIS FORM:** Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

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9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING: If Tenant opts-in to positive rental information reporting:

A. Tenant shall pay Housing Provider a monthly service fee of $_____ (not to exceed $10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.

OR B. [X] No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR [ ] by first-class mail OR [ ] by email.

Housing Provider (Signature): _____ ***Sunshine 11, LP.*** Date: _____

Housing Provider (Signature): _____ Date: _____

Tenant acknowledges a copy of this Offer of Tenant Positive Rental Payment Reporting form. Tenant may use paragraphs 10 or 11 below to opt-in or opt-out of such reporting. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request.

Tenant (Signature): _____ ***City of Redondo Beach*** Date: _____

Tenant (Signature): _____ Date: _____

The following paragraphs may be used to Opt-In or Opt-Out of positive rental information reporting by the Housing Provider. These may be done at the time of the lease or at any time during the tenancy, subject to the terms outlined in this form. If the Notice of Exemption box is checked in paragraph 1, then Housing Provider has no obligation to follow any such request, but may voluntarily do so.

10. OPT-IN to positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): _____ ***City of Redondo Beach*** Date: _____

Tenant (Signature): _____ Date: _____

OR

11. OPT-OUT of positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): _____ ***City of Redondo Beach*** Date: _____

Tenant (Signature): _____ Date: _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as “no children” or “English-speakers only”).
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***City of Redondo Beach*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ ***Sunshine 11, LP.*** Date _____

Seller/Housing Provider _____ Date _____

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Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



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Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout





Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

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Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.

2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.

3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

For more information, visit CDPH website (www.cdph.ca.gov/Pages/contact_us.aspx)

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LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form LPD, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other: _____, dated *10/18/2025*, on property known as: *126 W. D Street Unit 9, Wilmington, CA 90744* ("Property") in which *City of Redondo Beach* is referred to as Buyer or Tenant and *Sunshine 11, LP.* is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE): Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:

A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: _____

B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: _____

C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Housing Provider *Sunshine 11, LP.* Date

Seller or Housing Provider Date

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2. LISTING AGENT'S ACKNOWLEDGMENT:

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ By _____

Agent (Broker representing Seller or Housing Provider) (Please print) | Associate-Licensee or Broker Signature | Date

---

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:

A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1** above
(2) (if initialed) _____/_____ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

B. I have received the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*."

C. If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

D. For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

_____ Date _____ Date

Buyer or Tenant | Buyer or Tenant

City of Redondo Beach

---

4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ By _____

Agent (Broker obtaining the Offer) (Please print) | Associate-Licensee or Broker Signature | Date

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EQUAL HOUSING OPPORTUNITY

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____ ("Agreement"), dated *10/18/2025*, on property located at (Street Address) *126 W. D Street Unit 9* (Unit/Apartment) _____ (City) *Wilmington* (State) *CA* (Zip Code) *90744* ("Premises"), in which *City of Redondo Beach* is referred to as "Tenant" and *Sunshine 11, LP.* is referred to as "Housing Provider"

1. **MOLD AND VENTILATION NOTIFICATION AND AGREEMENT:** Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that **(i)** mold can grow if the Premises is not properly maintained; **(ii)** moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; **(iii)** if moisture is allowed to accumulate, it can lead to the growth of mold, and **(iv)** mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to: _____
   - **A.** Maintain the Premises free of dirt, debris and moisture that can harbor mold;
   - **B.** Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
   - **C.** Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
   - **D.** Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
   - **E.** Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans;
   - **F.** Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
   - **G.** Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities;
   - **H.** Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises;
   - **I.** Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
   - **J.** Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.
2. (If checked, ☐ the Premises was previously treated for elevated levels of mold that were detected.)
3. ☒ MOLD AND DAMPNESS: Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) *City of Redondo Beach* Date _____

Tenant (Signature) _____ Date _____

Housing Provider (Signature) *Sunshine 11, LP.* Date _____

Housing Provider (Signature) _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM No. *One*

(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other _____, dated *October 18, 2025*, on property known as *126 W. D Street Unit 9 Wilmington, CA 90744* ("Property/Premises"), between *City of Redondo Beach* ("Buyer/Tenant") and *Sunshine 11, LP.* ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
- To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

Tenant must provide proof of renters insurance with first months rent at the lease signing. If no proof is provided at lease signing, the tenant will automatically be enrolled in a $100,000 policy of Liability to Landlord Insurance ONLY (NOT RENTERS INSURANCE, WHICH PROTECTS YOUR PERSONAL BELONGINGS) that will be charged on a monthly basis at $10.50 plus a $3.00 admin fee (subject to change).

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant *City of Redondo Beach* Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider *Sunshine 11, LP.* Date _____

Seller/Housing Provider _____ Date _____

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ADM REVISED 6/25 (PAGE 1 OF 1)

EQUAL HOUSING OPPORTUNITY

HOUSE RULES AND REGULATIONS

A. GENERAL

1. This Agreement is an Addendum and incorporated by reference into the Rental Agreement between Landlord and Resident.
2. Landlord may adopt new rules and regulations or amendments to those rules upon giving thirty (30) days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident's rights. They will be equally enforced. Resident is responsible for the conduct of all guests and the adherence to these rules and regulations at all times.

B. NOISE AND CONDUCT

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons that will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall ensure that all musical instruments, television sets, stereos, radios, etc., are played at a volume which will not disturb other persons or residents.
3. Resident is responsible for the activities and conduct of Resident, occupants of their unit and their guests, including behavior within their unit, outside of the unit, on the common grounds, parking areas, or any recreation facilities. The activities and conduct or Resident and Resident's guests shall not annoy or disturb other persons or residents.
4. No lounging, visiting or loud talking that may be disturbing to other Residents will be allowed in the common areas between the hours of 10:00 p.m. and 7:00 a.m..

C. CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from objectionable odors at all times.
2. Residents shall assist management in keeping the outside and common areas clean.
3. Resident shall not permit the littering of papers, cigarette butts or trash in and around the unit.
4. Resident shall ensure that no trash or other materials are accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Resident shall ensure that garbage is placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Items too large to fit in the trash containers should not be placed adjacent to the containers. Resident shall not dispose of any combustible or hazardous material in the trash containers or bins. Such items will be deemed to be a nuisance and must be disposed of properly by the Resident in accordance with State and local laws.
6. Resident may not leave items in the hallways or other common areas. All furniture must be kept inside the unit. Unsightly items must be kept out of vision.
7. Clothing, curtains, rugs, etc., shall not be shaken or hung outside of any window, ledge, or balcony.
8. No car washing or car repairs are allowed at the property.

D. SAFETY

1. Security is the responsibility of each Resident. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Residents' and guests' safety, or for injury or damage caused by the criminal acts of other persons. Landlord does not provide private protection services for Residents.
2. Resident shall ensure that all doors are locked during Resident's absence.
3. Resident shall ensure that all appliances be turned off before leaving the unit.
4. When leaving for an extended period, resident shall notify Landlord how long Resident will be away.
5. Prior to any planned absence, Resident shall give Landlord authority to allow entry into unit to any person or provide Landlord with the name of any person or entity permitted by Resident to enter unit.
6. Smoking in bed is prohibited.

7. The use or storage of gasoline, cleaning solvent or other combustibles in the unit is prohibited.
8. The use of charcoal barbecues is prohibited unless consent is obtained from the Landlord.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items, are left in the halls, stairways, or about the building unattended.

E. MAINTENANCE, REPAIRS AND ALTERATIONS

1. If the unit is supplied with smoke detection device(s) upon occupancy, it shall be the responsibility of the Resident to regularly test the detector(s) to ensure that the device(s) is/are in operable condition. The Resident will inform Landlord immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law.
2. Resident shall advise Landlord, in writing, of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or, for normal problems, within business hours. Repair requests should be made as soon as the defect is noted.
3. Service requests should be made in writing, addressed and delivered to Landlord, and not directly to maintenance personnel.
4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Residents' negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid immediately by Resident upon demand by Landlord.
5. Resident shall make no alterations or improvements without the consent of Landlord, including painting or wallpaper, shelving or flooring. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

F. VEHICLES AND PARKING

1. Resident shall only use assigned parking spaces and shall ensure that their guests park only in unassigned areas or designated guest parking at all times, and will not park in another resident's designated parking space. Vehicles parking in unauthorized areas or in another resident's space may be towed away at the expense of the vehicle's owner.
2. Inoperable, abandoned, unregistered vehicles or vehicles leaking fluids are subject to tow pursuant to California Vehicle Code section 22658.
3. All vehicles on the premises must be operational, registered, insured and free from leaking fluids. There shall be no vehicle repairs or maintenance performed, nor any washing of vehicles, on or about the premises.
4. No Resident shall keep, maintain or allow to remain on the premises for a period in excess of seven (7) days, any non-working, inoperable or non-functioning vehicle of any kind. The parties agree that the presence of any such vehicle on the premises for a period in excess of seven (7) days shall constitute a nuisance within the provisions of California Civil Code section 3479 and may, at Landlord's option, be the basis for terminating the tenancy herein.
5. Garages, if provided, are to be used for the parking of operable, registered vehicles only and not for the storage of other personal property.

The undersigned Resident(s) acknowledge having read and understood the foregoing, and receipt of a duplicate

Resident	Date	Resident	Date
Resident	Date	Resident	Date

Administrative Report

J.1., **File #** 25-1412 **Meeting Date:** 10/14/2025

TITLE

For eComments and Emails Received from the Public

Administrative Report

L.1., **File #** 25-1423 **Meeting Date:** 10/14/2025

To: **MAYOR AND CITY COUNCIL**

From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING THE TITLE 10 CHAPTER 2 ZONING AND LAND USE SECTION (10-2.1707) OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS FOR NON-RESIDENTIAL USES ON PROPERTIES LOCATED ON ARTESIA AND AVIATION BOULEVARDS

PROCEDURES:
1. Open the public hearing, take testimony
2. Close the public hearing
3. Introduce for first reading Ordinance No. 3306-25, amending Title 10, Chapter 2 Zoning and Land Use Section 10-2.1707 of the Redondo Beach Municipal Code

INTRODUCE BY TITLE ONLY ORDINANCE NO. 3306-25, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10 CHAPTER 2, ARTICLE 5, SECTION 10-2.1707 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS FOR NON-RESIDENTIAL USES LOCATED ON PROPERTIES WITHIN THE ARTESIA AND AVIATION CORRIDORS AREA PLAN. FOR INTRODUCTION AND FIRST READING

EXECUTIVE SUMMARY

On August 5, 2025, the City Council discussed the City's General Plan update with a specific focus on policies related to the Artesia and Aviation Corridor Area Plan (AACAP). At the conclusion of all discussions and public comments, the City Council directed staff to move forward with an amendment to the City's Municipal Code (RBMC) eliminating required parking for non-residential uses for properties within the AACAP. The City Council provided additional direction on the matter at their September 9, 2025 meeting.

On September 18, 2025, staff presented a draft Zoning Ordinance amendment to the Planning Commission, inclusive of the City Council direction to eliminate parking requirements for all new development of non-residential uses within the AACAP area. The Planning Commission considered staff's presentation, took public testimony, discussed the draft Zoning Ordinance, conducted further deliberations, and recommended that the City Council adopt the CEQA Notice of Exemption and the Zoning Ordinance with modifications. The Commission's specific recommendations are described below, but are not incorporated in the draft Ordinance. The language in the Ordinance reflects the direction provided by the City Council on September 9th.

BACKGROUND

The AACAP, adopted December 8, 2020, was derived from work that occurred during the General Plan update and includes a set of strategies and development standards intended to help incentivize the revitalization of the Artesia and Aviation Corridors. Included in the AACAP's multiple revitalization strategies are parking relaxation and/or "rightsizing" recommendations aimed at reducing barriers to future redevelopment. In 2023, a number of specific modifications to the City's parking regulations were reviewed and approved by both the Planning Commission and the City Council which seek to further incentivize future development within the AACAP area. RBMC Section 10-2.1707 for nonresidential parking standards within the Artesia and Aviation Corridors Area Plan includes a number of "flexible" parking options, including, but not limited to valet, mechanical lifts, off-site, as well as reductions in parking requirements for restaurants and office uses, which are designated as preferred uses in the AACAP. To date, however, the City has yet to experience the revitalization and redevelopment in the AACAP area that is intended with these options.

As a result, on August 5, 2025, the City Council held a meeting to discuss the City's General Plan update with a specific focus on policies related to the AACAP. The City Council discussed, took public testimony, and considered numerous revitalization strategies, including but not limited to, increasing the Floor Area Ratio (FAR) for properties within the AACAP area from 0.6 to 1.5, potential mixed-use development within the AACAP are, development "caps" with increased FAR's as incentives for early revitalization projects, reduced or eliminated open space requirements, and various additional future parking strategies. At the conclusion of the discussions and public comment, the City Council directed staff to move forward, as a priority item, with an amendment to the RBMC eliminating required parking for non-residential uses on properties along the two boulevards.

On September 9, 2025, staff presented a draft Zoning Ordinance eliminating parking requirements for new development of non-residential uses within the AACAP area for the City Council's review and direction. The City Council took public testimony, discussed the proposed Ordinance, and provided the following direction:

1. Remove the existing language in Section 10-2.1707 that prohibits "restaurant (fast food) and a restaurant with drive-through use" within the AACAP area
2. Revise the draft ordinance to apply to all nonresidential uses, including fast food restaurants and restaurants with drive-throughs
    a. Staff's original draft ordinance included a "carve out" of the parking elimination regulation for restaurant (fast food) and restaurants with drive-throughs
3. Incorporate language to require and/or encourage parking areas, if provided, to be located to the rear of proposed structures
4. Incorporate future and regular progress reports on redevelopment metrics within the AACAP area as part of the City's Strategic Plan to measure the effectiveness of the no-parking revitalization strategy and to help avoid unintended consequences such as negatively impacting street parking in adjacent residential neighborhoods. Staff will return to the City Council with a discussion on the impacts of the parking regulation changes at a future meeting.

A key consideration concerning the proposed Zoning Ordinance amendment to eliminate parking

requirements within the AACAP area is contained within the 2019 Parking Utilization Study. The survey documents the significant underutilization and availability of existing parking on private off-street parking lots as well as public on-street parking within the AACAP area, and states, “the overall parking supply within the Plan Area (AACAP) boundary is more than adequate to accommodate existing demand. Ideally, an efficiently parked area would be around 85% utilized, keeping a 15% vacant space buffer to prevent excessive waiting or vehicles circling around blocks looking for available spaces. The on-street occupancy is at most 68% and the off-street occupancy is at most 50% within the study area. By harnessing the efficiencies of shared parking lots (either public or privately-owned) the study area can accommodate existing demand and some future growth in land uses using the existing supply of parking.”

The attached August 5, 2025 City Council Administrative Report includes significant background, analysis and attachments that clearly demonstrate the challenges and impediments to future developments within the AACAP area posed by the combination of the small/shallow lots and existing RBMC parking standards. The “Massing and Parking Study” is included in this report and demonstrates the significant limitations on development of a standard sized property in the AACAP area. Per that study, a future development project that included a typical “surface parking lot” that complies with the city’s currently required parking regulations would result in a project with an FAR of less than 0.4.

Rear Parking

At the September 9, 2025 City Council meeting, direction was provided to generally require that parking be located at the rear of the property and behind the main building, while allowing flexibility for parking to be provided in the front of the property under certain circumstances through additional permitting requirements. The following provisions were added to the Draft Zoning Ordinance in accordance with the City Council’s direction:

General Requirements

1. Off-street parking areas shall be located to the rear of the primary building or structure on the lot
2. No Off-street parking shall be permitted in the front yard setback or between the front of the primary building and the public street, except as provided in Subsection b

Exceptions - Administrative Use Permit

1. The placement of off-street parking in the front of the primary building may be authorized through approval of an Administrative Use Permit (AUP), or Conditional Use Permit, as determined by the Community Development Director subject to the findings in Subsection c
2. An application for an AUP shall be processed in accordance with 10-2.2507

Findings for Approval

In approving an Administrative Use Permit for front parking, the review authority shall find that:

1. Site Constraints. Physical site conditions, including not limited to lot depth, topography, corner lot condition, or the location of existing structures make rear parking infeasible
2. Business Operations. The proposed business or use has operational characteristics that warrant front parking, such as customer pick-up/drop-off areas, accessibility needs, or similar functions, and rear parking would substantially impair the business operation
3. Design Mitigation. Parking located in front of the primary building is designed and screened to minimize visual impacts from the public right-of-way, including landscaping,

decorative walls, or other design treatments consistent with City design guidelines

Planning Commission Recommendations

On September 18, 2025, staff presented a draft Zoning Ordinance amendment to the Planning Commission inclusive of the City Council's direction from its public meeting on September 9, 2025, to eliminate parking requirements for all new development of non-residential uses within the AACAP area.

The Planning Commission considered staff's presentation, took public testimony, discussed the draft Zoning Ordinance, conducted further deliberations, and recommended that the City Council adopt the CEQA Notice of Exemption and the draft Zoning Ordinance with the following additional considerations and recommendations:

1. If parking areas/lots are to be provided they are only permitted to the rear/behind proposed or existing development.
2. Reduce maximum allowable two-way driveway widths to 15'.
3. Plan now for future City parking lots along Artesia Boulevard by identifying potential locations.
    a. Possible locations to include but not limited to behind the Post Office, within the SCE right-of-way, and at the current north branch library.
    b. Increase the required front setback of the underlying non-residential zoning designations within the AACAP area (C-2 and C-2-PD) to widen sidewalks and accommodate outdoor dining.
4. Prohibit restaurants (fast food) and restaurants with drive throughs.
5. Add cross-walks at intersections within the AACAP where they don't currently exist.
6. Direct City staff to develop preliminary future Artesia Boulevard right-of-way improvements that include multiple parking designs that can accommodate additional parking spaces as well as future City parking lot locations.

As noted above, the Ordinance as currently drafted does not incorporate the Commission's recommendations. If the City Council wishes to make additional modifications to the Zoning Ordinance, then it may continue this hearing to a future date certain with specific direction on the recommended modifications and then reconsider the Ordinance for first reading and adoption.

COORDINATION

This administrative report was prepared by the Community Development Department in coordination with the City Attorney's Office and the City Manager. The Ordinance has been reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

Funding for the preparation of this report and the proposed Ordinance is available in the annual operating budgets of the Community Development Department and the City Attorney's Office.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Ord - No. 3306-25 Amending Title 10 Chapter 2 Zoning and Land Use Section 10-2.1707 of the Redondo Beach Municipal Code Pertaining to Parking Regulations for Non-Residential Uses Located on Properties within the Artesia And Aviation Corridors Area Plan
- Redline Amendments to RBMC 10-2.1707
- Declaration - CEQA Exemption Declaration, October 14, 2025
- Public Notice - Notice of Public hearing before the City Council, October 10, 2025
- Reso - No. 2025-09-PCR-09 Planning Commission, September 18, 2025

ORDINANCE NO. 3306-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 10 CHAPTER 2, ARTICLE 5, SECTION 10-2.1707 OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS FOR NON-RESIDENTIAL USES LOCATED ON PROPERTIES WITHIN THE ARTESIA AND AVIATION CORRIDORS AREA PLAN

WHEREAS, the City Council of the City of Redondo Beach at their duly noticed public hearing on December 8, 2020, adopted the “Artesia & Aviation Corridors Area Plan” (AACAP); and

WHEREAS, the purpose of the AACAP is to identify policy approaches and explicit actions that can be used by City staff or property owners to activate, energize, and revitalize the Artesia and Aviation Corridors in a coordinated and consistent manner; and

WHEREAS, the purpose and intention of the “mobility objectives” within the Artesia and Aviation Corridor Area Plan are to provide a concentration of office, restaurant, and retail activity that is community/neighborhood serving and to create a "park once and walk" corridor that meets parking needs and promotes the use of active transportation (e.g., walking, bicycling, and scooter riding); and

WHEREAS, to better understand the current parking capacity within the AACAP area, a parking study was conducted that identified a total of 2,877 parking spaces, of which 688 are on-street, public spaces, and 2,189 are private, off-street spaces. Further analysis revealed that both on- and off-street parking spaces are generally underutilized, suggesting that the current supply can accommodate higher demand. An efficiently parked area maintains an 85 percent utilization rate, but current on-street and off-street parking rarely exceeds 68 percent and 50 percent utilization, respectively; and

WHEREAS, on August 5, 2025, the City Council held a meeting to discuss the City’s General Plan – Land Use Element update with a specific focus on policies related to the “revitalization of the Artesia and Aviation Corridor”. The City Council discussed, took public testimony, and considered numerous revitalization strategies, including but not limited to, increasing the Floor Area Ratio (FAR) for properties within the AACAP area from 0.6 to 1.5, potential mixed-use development within AACAP, development “caps” with increased FAR’s as incentives for early revitalization projects, reduced or eliminated open space requirements, and various additional future parking strategies. At the conclusion of all discussions and public comments, the City Council directed staff to move forward, as a priority item, with an amendment to the City’s Zoning Ordinance eliminating required parking for non-residential uses; and

WHEREAS, on September 9, 2025, staff presented a draft Zoning Ordinance eliminating parking requirements for new development of non-residential uses within the AACAP area for the City Council’s review and direction. City Council took public

testimony, discussed the proposed ordinance, and provided the following direction to city staff:

1. Remove the existing language in Section 10-2.1707 that prohibits “restaurant (fast food) and a restaurant with drive-through use” within the AACAP area.
2. Revise the draft ordinance to apply to all nonresidential uses, including restaurant (fast food) and restaurants with drive-throughs.
    a. Staff’s original draft ordinance included a “carve out” of the parking elimination regulation for restaurant (fast food) and restaurants with drive-throughs.
3. Incorporate language to encourage parking areas, if provided, to be located to the rear of proposed structures.
    a. Include language that addresses potential compatibility concerns with parking areas adjacent to residential and adding additional buffering requirements for parking areas that choose to locate in front of new developments adjacent to Artesia or Aviation Boulevards.
4. Incorporate future and regular progress reports on redevelopment metrics within the AACAP area into the City’s Strategic Plan to measure effectiveness of this revitalization strategy and avoidance of unintended consequences such as impacting the street parking within adjacent residential and private parking on neighboring commercial properties.
5. Present the draft Zoning Ordinance to the Planning Commission at a public hearing for their review, comment, discussion, and recommendation(s); and

WHEREAS, on September 18, 2025, staff presented a draft Zoning Ordinance to the Planning Commission at their duly noticed public hearing inclusive of the City Councils direction, which eliminates parking requirements for all new development of non-residential uses within the AACAP area, and the Planning Commission adopted Resolution No. 2025-09-PCR-09 recommending that the City Council pass the Zoning Ordinance with recommendations and modifications; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES HEREBY FIND AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct, and the recitals are incorporated herein by reference as if set forth in full.

SECTION 2. FINDINGS

1. In compliance with the California Environmental Quality Act (CEQA) of 1970, as amended, and State and local guidelines adopted pursuant thereto, the zoning amendment is Categorically Exempt from further environmental review, pursuant to Section 15060(c)(2), as the project is not expected to result in a reasonably foreseeable change in the environment, and Section 15061(b)(3) that refers to activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (“common-sense exemption”), of the Guidelines of the California

Environmental Quality Act (CEQA), therefore, the action is not subject to CEQA.

2. The amendment to the Zoning ordinance is consistent with the General Plan.

    a. Land Use Element Goal 1H: Continue and enhance existing commercial districts which contribute revenue to the City and are compatible with adjacent residential neighborhoods.
    b. Land Use Element Policy 1.15.2: Publicly initiate and allow for the private sector development of municipal or shared parking lots, which incorporate bicycle storage facilities, along the street frontages to provide for joint use of adjacent commercial properties and allow for the incorporation of commercial uses into the structure along the street frontage (except for areas required for access).
    c. Land Use Element Policy 1.15.7: Integrate improvements which facilitate transit use of Artesia Boulevard, such as bus shelters and recessed access points.
    d. Land Use Element Objective 1.17: Provide for the development of uses which predominantly serve and are accessible to local residents, create a distinctive pedestrian activity area of the City, and are compatible with adjacent residential neighborhoods.
    e. Land Use Element Policy 1.17.1: Accommodate a mix of commercial uses which provide for the needs of nearby residents (as defined by Policy 1.16.1) and enhance pedestrian activity on parcels designated as “C-2-PD".
    f. Land Use Element Policy 1.17.3: Encourage the development of outdoor dining and other similar uses which do not impede pedestrian circulation on the sidewalks.
    g. Land Use Element Policy 1.19: Provide for the development of uses which predominantly serve and are accessible to local residents and compatible with adjacent residential neighborhoods.

3. These amendments do not require a vote of the people under Article XXVII of the City Charter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Pursuant to Section 10-2.2504(b)(2) Zoning amendments, the City Council adopts the amendments to the Redondo Beach Municipal Code pertaining to the elimination of required parking for non-residential uses within the AACAP area.

SECTION 2. AMENDMENT OF CODE. Title 10, Chapter 2 (Zoning and Land Use) Article 5 Section 10-2.1707 is amended as follows:

“§ 10-2.1707. Nonresidential parking standards within the Artesia and Aviation Corridors Area Plan.

(a) Purpose and intent. The mobility objectives of the Artesia and Aviation Corridors Area Plan are to provide a concentration of office, restaurant, and retail activity that is community/neighborhood serving. The intent is to create a "park once and walk" corridor that meets parking needs and promotes the use of active transportation (e.g., walking, bicycling, and scooter riding). Restaurant and office uses, identified as "preferred uses" within the corridor plan, are envisioned to attract a mix of people from the surrounding neighborhoods who may arrive on foot, bike, e-bike and other alternative modes, or by car. The segments of Artesia and Aviation Boulevards included in the Artesia and Aviation Corridor Area Plan runs from the transportation easement (rail line) east of Inglewood Avenue to the western City boundary at Aviation Boulevard.

(b) Number of Parking Spaces Required. All permitted non-residential uses, that have frontage on either the Artesia or Aviation Boulevards within the Artesia and Aviation Corridors Area Plan are not required to provide parking.

(1) Outdoor Seating for Restaurant Uses. No parking is required.

(2) Although not required, if the project provides on-site parking, then design of parking lots, common parking garages, driveway approaches, driveways, and aisles are subject to the requirements pursuant to Section 10-2.1706 and the following additional “General Requirements”, “Exceptions”, and “Findings”.

a. General Requirements.

1. Off-street parking areas shall be located to the rear of the primary building or structure on the lot.
2. No off-street parking shall be permitted in the front yard setback or between the front of the primary building and the public street, except as provided in subsection b. below.

b. Exceptions – Administrative Use Permit or Conditional Use Permit.

1. The placement of off-street parking in the front of the primary building may be authorized through approval of an Administrative Use Permit (AUP), or Conditional Use Permit (CUP), as determined by the Community Development Director subject to the findings in Subsection c.
2. An application for an AUP shall be processed in accordance with Section 10-2.2507 and an application for a CUP shall be processed in accordance with Section 10-2.2506.

c. Findings for Approval.

In approving an AUP or CUP for front yard parking, the Community Development Director or the Planning Commission, respectively, shall make the following three findings in addition to the requirements contained in Sections 10-2.2506 and 10-2.2507:

1. Site Constraints. Physical site conditions, including not limited to lot depth, topography, corner lot condition, or the location of existing structures make rear parking infeasible.
2. Business Operations. The proposed business or use has operational characteristics that warrant front yard parking, such as customer pick-

up/drop-off areas, accessibility needs, or similar functions, and rear parking would substantially impair the business operation.

3. Design Mitigation. Parking located in front of the primary building is designed and screened to minimize visual impacts from the public right-of-way, including landscaping, decorative walls, or other design treatments consistent with City design guidelines.

(c) Requirements for parking lot designs not compliant with Section 10-2.1706. Overlap (on-site or off-site) parking, valet parking, tandem parking, and mechanical lifts for all nonresidential uses located within the Artesia and Aviation Corridors Area Plan may apply for an Administrative Design Review pursuant to Section 10-2.2500.

(1) Administrative Design Review may be approved for:
   a. Overlap parking serving more than one (1) use or site;
   b. Valet parking;
   c. Tandem parking;
   d. Mechanical lifts; or
   e. Any combination of the above, subject to specific findings and conditions of approval.

(2) In approving an Administrative Design Review for parking lot design not compliant with Section 10-2.1706, overlap parking (on-site or off-site), valet parking, tandem parking, and/or mechanical lifts, the Community Development Director (or designee) shall find:
   a. In regard to overlap (on-site or off-site) parking:
      1. The peak-hour parking demand from all uses does not coincide and/or the uses are such that the hours of operation are different for various portions of the business. If the site is in a pedestrian-oriented commercial zone, the Community Development Department may also approve overlap parking subject to a determination that the use mix is conducive to customers parking and walking to visit more than one business on the same trip; and
      2. The adjacent or nearby properties will not be adversely affected relative to parking; and
      3. The proposed traffic circulation will not be detrimental to the health, safety, and welfare of residents residing or working in or adjacent to the neighborhood; and
      4. The off-site parking is within a reasonable distance of the premises upon which the building or use is located; and
      5. In reaching a decision, the Community Development Director (or assigned) may consider survey data submitted by an applicant or collected at the applicant's request and expense.
   b. In regard to valet parking, tandem parking, and mechanical lifts:
      1. The location for valet services, tandem parking, and mechanical lifts does not severely impede on-site or off-site traffic or pedestrian circulation; and

2. The adjacent or nearby properties will not be adversely affected by noise associated with the mechanical lifts and/or valet parking services; and
3. Mechanical lifts shall be operated by an employee and shall be screened from view from the adjacent public right-of-way to the extent feasible.

(3) Mechanical Lift Design Standards. A mechanical lift is an elevator-like mechanical system allowing full-size passenger cars or sport utility vehicles to be placed in the lift and mechanically raised or lowered, creating space for more full-size passenger cars or sport utility vehicles to be parked in a vertical configuration. Mechanical lifts shall be operated solely by parking attendants. Mechanical lifts shall be screened from view from adjacent public streets to the extent feasible.

(4) As a condition of such Administrative Design Review approval for overlap parking (off-site), the Community Development Director (or assigned) shall require a written agreement between landowner(s) and the City, in a form satisfactory to the City Attorney, which shall include:
   a. A guarantee among the landowner(s) for access to and use of the off-site overlap parking facilities; and
   b. Remedies in the event that there is a change in use on the property or in the event that the off-site overlap parking is lost; and
   c. A provision that the City may require parking facilities in addition to those originally approved, after notice and administrative hearing, upon a finding by the Community Development Director (or assigned) that adequate parking to serve the use(s) has not been provided; and
   d. A provision stating that the City, acting through the Community Development Director (or designee), may, for due cause and upon notice and administrative hearing, modify, amend, or unilaterally terminate the agreement at any time.

(5) Notwithstanding the foregoing, if such parking reduction, parking lot design, overlap (on-site or off-site) parking, valet parking, tandem parking, or mechanical lift request also includes other discretionary actions to be considered by the Planning Commission, the Community Development Director shall refer the parking request to the Planning Commission in conjunction with such other discretionary actions. The Planning Commission, in considering the parking request, shall make such findings and include necessary conditions as provided in this section.

(6) Performance. It is a violation of this section for use of valet and/or mechanical lift parking spaces and queuing to access those spaces, to be operated in a manner that causes either: (a) significant congestion on adjacent streets or intersections; (b) any other significant impediment to City intersections, streets or adjacent off-street parking areas; or (c) significant interference with the self-park operations elsewhere on site. Violations of this section are subject to enforcement pursuant to Article 15 (Enforcement) of Part IV (Administration) of Chapter 2 (Zoning) of Title 10 (Planning and Zoning) of the Redondo Beach Municipal Code. In addition, the Community Development Director may impose

conditions if the Community Development Director determines that doing so is necessary to eliminate any such violation."

SECTION 3. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 4. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 5. PUBLICATION AND EFFECTIVE DATE. This ordinance shall be published by one insertion in the official newspaper of said city or published in conformance with the alternative publication requirements pursuant to Redondo Beach City Charter §9.15 and same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED, AND ADOPTED this 21st day of October, 2025.

_____
James A. Light, Mayor

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

ATTEST:

_____
Eleanor Manzano, CMC, City Clerk

ATTEST:

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Ordinance No. 3306-25 was introduced at a regular meeting of the City Council of the City of Redondo Beach, California, held on the 14th day of October, 2025 and approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 21st day of October, 2025, and thereafter signed and approved by the Mayor and attested by the City Clerk and that said Ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, City Clerk

Redline Code Amendments

"§ 10-2.1707. Nonresidential parking standards within the Artesia and Aviation Corridors Area Plan.

(a) Purpose and intent. The mobility objectives of the Artesia and Aviation Corridors Area Plan are to provide a concentration of office, restaurant, and retail activity that is community/neighborhood serving. The intent is to create a "park once and walk" corridor that meets parking needs and promotes the use of active transportation (e.g., walking, bicycling, and scooter riding). Restaurant and office uses, ~~are~~ identified as "preferred uses" within the corridor plan, are envisioned to attract a mix of people from the surrounding neighborhoods who may arrive on foot, bike, e-bike and other alternative modes, or by car. The segments of Artesia and Aviation Boulevards included in the Artesia and Aviation Corridor Area Plan runs from the transportation easement (rail line) east of Inglewood Avenue to the western City boundary at Aviation Boulevard.

(b) Number of Parking Spaces Required. All permitted non-residential uses, ~~business offices uses, medical and dental offices uses, and restaurant uses~~ that have frontage on either the Artesia or Aviation ~~Corridors~~ Boulevards within the Artesia and Aviation Corridors Area Plan ~~shall~~ are not required to ~~have a parking~~provide parking ~~requirement of one (1) space per three hundred (300) square feet of gross floor area~~. ~~A restaurant use within the Artesia and Aviation Corridors Area Plan subject to this section shall include the following use classifications listed in Section 10-2.1706; food and beverage sales and snack shops, restaurant (sit down), restaurant (fast food), restaurant (delivery), restaurant (take-out), restaurant (pedestrian oriented), and restaurant (unclassified). A restaurant (fast food) and a restaurant with drive-through use is not included and is not permitted on properties with frontage on either the Artesia or Aviation Corridors within the Area Plan. All other nonresidential uses are subject to the minimum parking requirements pursuant to Section 10-2.1706~~.

~~(1) Any fractional requirement of a parking space equal to or greater than one-half of a parking space shall be interpreted as a requirement for a total parking space.~~

~~(2)~~(1) Outdoor Seating for Restaurant Uses. No ~~additional~~ parking is required. ~~for the first sixteen (16) outdoor seats or 30 percent of the number of indoor seats, whichever is greater. Thereafter, one parking space shall be provided for every six (6) seats. The provisions as referenced in Section 10-2.1622, which requires outdoor seating to meet the parking requirements of Section 10-2.1706 and a Conditional Use Permit for outdoor seating areas greater than 150 square feet does not apply to restaurant uses, as noted above, within the Artesia and Aviation Corridors Area Plan. All outdoor dining areas for restaurants in the Area Plan shall be subject to approval by Administrative Design Review pursuant to Section 10-2.2500. All other provisions within Section 10-2.1622 shall apply.~~

~~(3)~~(2) Although not required, if the project provides on-site parking ~~If provided,~~ then ~~D~~design of ~~nonresidential off-street~~ parking lots, common parking garages, driveway approaches, driveways, and aisles are subject to the requirements pursuant to Section 10-2.1706 and the following additional "General Requirements", "Exceptions", and "Findings".

a. General Requirements.

1. Off-street parking areas shall be located to the rear of the primary building or structure on the lot.
2. No oOff-street parking shall be permitted in the front yard setback or between the front of the primary building and the public street, except as provided in sSubsection b. below.

b. Exceptions – Administrative Use Permit or Conditional Use Permit.
1. The placement of off-street parking in the front of the primary building may be authorized through approval of an Administrative Use Permit (AUP), or Conditional Use Permit (CUP), as determined by the Community Development Director subject to the findings in Subsection c.
2. An application for an AUP shall be processed in accordance with Section 10-2.2507 and an application for a CUP shall be processed in accordance with Section 10-2.2506.

c. Findings for Approval.
In approving an AUP or CUP for front yard parking, the Community Development Director or the Planning Commission, respectively, shall make the following three findings in addition to the requirements contained in Sections 10-2.2506 and 10-2.2507:
1. Site Constraints. Physical site conditions, including not limited to lot depth, topography, corner lot condition, or the location of existing structures make rear parking infeasible.
2. Business Operations. The proposed business or use has operational characteristics that warrant front yard parking, such as customer pick-up/drop-off areas, accessibility needs, or similar functions, and rear parking would substantially impair the business operation.
3. Design Mitigation. Parking located in front of the primary building is designed and screened to minimize visual impacts from the public right-of-way, including landscaping, decorative walls, or other design treatments consistent with City design guidelines.

(c) ~~Provisions~~ Requirements for ~~Parking Space Reduction or Parking Lot Designs Not Compliant~~parking lot designs not compliant with Section 10-2.1706. Overlap (on-site or off-site) parking, valet parking, tandem parking, and mechanical lifts for all nonresidential uses located within the Artesia and Aviation Corridors Area Plan may apply for an Administrative Design Review pursuant to Section 10-2.2500.

(1) Administrative Design Review may be approved for:
~~a. A reduction in the number of spaces specified in Section 10-2.1707(b) or 10-2.1706;~~
~~b.~~a. Overlap ~~provision of~~ parking serving more than one (1) use or site;
~~c.~~b. ~~Provision of v~~Valet parking;
~~d.~~c. ~~Provision of t~~Tandem parking;
~~e.~~d. ~~Provision of m~~Mechanical lifts; or
~~f.~~e. Any combination of the above, subject to specific findings and conditions of approval.

(2) In approving an Administrative Design Review for ~~parking space reduction and/or~~ parking lot design not compliant with Section 10-2.1706, overlap parking (on-site or off-site), valet parking, tandem parking, and/or mechanical lifts, the Community Development Director (or designee~~assigned~~) shall find:

~~a. In regard to a reduction in parking spaces:~~

~~1. There is clear and convincing evidence that the parking demand will be less than the requirement in Section 10-2.1707(b) or 10-2.1706. In reaching a decision, the Community Development Director (or assigned) shall consider survey data submitted by an applicant or collected at the applicant's request and expense.~~

~~b.~~a. In regard to overlap (on-site or off-site) parking:

1. The peak-hour parking demand from all uses does not coincide and/or the uses are such that the hours of operation are different for various portions of the business. If the site is in a pedestrian-oriented commercial zone, the Community Development Department may also approve overlap parking subject to a determination that the use mix is conducive to customers parking and walking to visit more than one business on the same trip; and

~~2. The total parking provided for the uses sharing parking shall not be less than fifty (50%) percent of the parking requirement for the same uses with no shared parking; and~~

~~3. The total parking provided for the uses sharing parking shall not be less than the parking requirement applicable to any single use with no shared parking; and~~

~~4.~~2. The adjacent or nearby properties will not be adversely affected relative to parking; and

~~5.~~3. The proposed traffic circulation will not be detrimental to the health, safety, and welfare of residents residing or working in or adjacent to the neighborhood; and

~~6.~~4. The off-site parking is within a reasonable distance of the premises upon which the building or use is located; and

~~7.~~5. In reaching a decision, the Community Development Director (or assigned) ~~shall~~ may consider survey data submitted by an applicant or collected at the applicant's request and expense.

~~c.~~b. In regard to valet parking, tandem parking, and mechanical lifts:

1. The location for valet services, tandem parking, and mechanical lifts does not severely impede on-site or off-site traffic or pedestrian circulation; and
2. The adjacent or nearby properties will not be adversely affected by noise associated with the mechanical lifts and/or valet parking services; and
3. Mechanical lifts shall be operated by an employee and shall be screened from view from the adjacent public right-of-way to the extent feasible.

(3) Mechanical Lift Design Standards. A mechanical lift is an elevator-like mechanical system allowing full-size passenger cars or sport utility vehicles to

be placed in the lift and mechanically raised or lowered, creating space for more full-size passenger cars or sport utility vehicles to be parked in a vertical configuration. Mechanical lifts shall be operated solely by parking attendants. Mechanical lifts shall be screened from view from adjacent public streets to the extent feasible. ~~Mechanical lifts shall be located only in parking structures/lots where they will be fully or substantially obstructed from view from adjacent public streets.~~

(4) As a condition of such Administrative Design Review approval for overlap parking (off-site), the Community Development Director (or assigned) shall require a written agreement between landowner(s) and the City, in a form satisfactory to the City Attorney, which shall include:

~~a. A guarantee that there will be no substantial alteration in the uses that will create a greater demand for parking; and~~

~~b.~~a. A guarantee among the landowner(s) for access to and use of the off-site overlap parking facilities ~~for a term not less than 20 years and provisions for extensions in five (5) year terms~~; and

~~c.~~b. Remedies in the event that there is a change in use on the property or in the event that the off-site overlap parking is lost; and

~~d.~~c. A provision that the City may require parking facilities in addition to those originally approved, after notice and administrative hearing, upon a finding by the Community Development Director (or assigned) that adequate parking to serve the use(s) has not been provided; and

~~e.~~d. A provision stating that the City, acting through the Community Development Director (or designee~~assigned~~), may, for due cause and upon notice and administrative hearing, modify, amend, or unilaterally terminate the agreement at any time.

(5) Notwithstanding the foregoing, if such parking reduction, parking lot design, overlap (on-site or off-site) parking, valet parking, tandem parking, or mechanical lift request also includes other discretionary actions to be considered by the Planning Commission, the Community Development Director shall refer the parking request to the Planning Commission in conjunction with such other discretionary actions. The Planning Commission, in considering the parking request, shall make such findings and include necessary conditions as provided in this section.

(6) Performance. It is a violation of this section for use of valet and/or mechanical lift parking spaces and queuing to access those spaces, to be operated in a manner that causes either: (a) significant congestion on adjacent streets or intersections; (b) any other significant impediment to City intersections, streets or adjacent off-street parking areas; or (c) significant interference with the self-park operations elsewhere on site. Violations of this section are subject to enforcement pursuant to Article 15 (Enforcement) of Part IV (Administration) of Chapter 2 (Zoning) of Title 10 (Planning and Zoning) of the Redondo Beach Municipal Code. In addition, the Community Development Director may impose conditions if the Community Development Director determines that doing so is necessary to eliminate any such violation."

CITY OF REDONDO BEACH

EXEMPTION DECLARATION
PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

DATE: October 14, 2025

PROJECT LOCATION: Artesia and Aviation Corridor Area Plan area nonresidential properties.

PROPOSED PROJECT: A public hearing to consider an Ordinance amending Title 10 Chapter 2 Zoning and Land Use of the Redondo Beach Municipal Code Section 10-2.1707 pertaining to parking regulations for non-residential uses located on properties within the Artesia and Aviation Corridors Area Plan.

In accordance with Chapter 3, Title 10, Section 10-3.301(a) of the Redondo Beach Municipal Code, the above-referenced project is Exempt from the preparation of environmental review documents pursuant to:

Section 15060(c)(2), as the project is not expected to result in a reasonably foreseeable change in the environment, and Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (common sense exemption), of the Guidelines of the California Environmental Quality Act (CEQA).

The subject site is not located within an area designated as an environmental resource of hazardous or critical concern, or within the California Coastal Zone, or within an officially designated, state scenic highway, or within a hazardous waste site included on any list compiled pursuant to Section 65962.5 of the Government Code.

Sean Scully

Sean Scully
Planning Manager

City of Redondo Beach

NOTICE OF PUBLIC HEARING BEFORE THE CITY COUNCIL

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BEFORE THE CITY COUNCIL OF THE CITY OF REDONDO BEACH ON THE FOLLOWING MATTER. ANY AND ALL INTERESTED PERSONS MAY APPEAR AND BE HEARD.

SUBJECT OF HEARING: A public hearing to consider an Ordinance amending Title 10 Chapter 2 Zoning and Land Use Section 10-2.1707 of the Redondo Beach Municipal Code pertaining to parking regulations for non-residential uses located on properties within the Artesia and Aviation Corridors Area Plan.

The City Council will also consider findings/exemptions that state additional regulations and/or amendments of existing regulations are not subject to CEQA pursuant to CEQA Section 15060(c)(2), as the project is not expected to result in a reasonably foreseeable change in the environment, and Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (common sense exemption), of the Guidelines of the California Environmental Quality Act.

PUBLIC HEARING: The public hearing on this matter will take place before the City Council on Tuesday, October 14, 2025 at 6:00 p.m., or as soon thereafter as possible, in the Redondo Beach City Council Chambers, 415 Diamond Street, Redondo Beach, California, or for public participation by Virtual Meeting. The meeting will also be livestreamed on the City's website at www.redondo.org/RBTV, YouTube at https://www.youtube.com/c/CityofRedondoBeachIT, and broadcast live through Spectrum Channel 8 and Frontier Communications Channel 41. Members of the public may participate during the meeting as outlined below.

CALIFORNIA ENVIRONMENTAL QUALITY ACT: The project is exempt from further environmental review, pursuant to Section 15060(c)(2), as the project is not expected to result in a reasonably foreseeable change in the environment, and Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (common sense exemption), of the Guidelines of the California Environmental Quality Act (CEQA).

PUBLIC COMMENT: There will be three options for public testimony during the meeting:

(1) In person oral testimony can be provided by attending the meeting in the City of Redondo Beach City Council Chambers at the address noted above.

(2) Interested persons may submit a written eComment through the City's agenda webpage at https://redondo.legistar.com/Calendar.aspx. Specific instructions for eComment will be provided on the agenda cover page when it is released at least 72 hours prior to the public hearing. eComments may be read out loud by City staff during the public hearing and are limited to 3 minutes in length (up to 2200 characters). Only one eComment per person.

(3) Oral public testimony can be provided live by joining the virtual Zoom meeting by computer or phone-in. Registration is required. The registration link is available at https://www.zoomgov.com/webinar/register/WN_aLp1c7WzTSKOsVAQ82Ys1g and will also be provided on the agenda coversheet when it is released at least 72 hours prior to the public hearing.

A person may either comment live or submit an eComment, but cannot do both.

For those that cannot participate during the public hearing, written comments for the City Council on this matter may be submitted by email to CityClerk@redondo.org. Written comments will be accepted up to 3:00 p.m. the day of the public hearing, October 14, 2025, to allow time for distribution to the City Council as a Blue Folder item.

ADDITIONAL INFORMATION: For additional information and details concerning this proposed amendment, please contact the Planning Division at (310) 318-0637 or by email to PlanningRedondo@redondo.org. The draft ordinance revisions will be available for public review at the following locations:

(1) City Clerk Office, 415 Diamond Street Door 1, Redondo Beach, CA 90277, during normal business hours
(2) Main Library Information Desk, 303 N. Pacific Coast Hwy, Redondo Beach, CA 90277, during normal operating hours
(3) The City's website at www.redondo.org. Navigate to Departments > Community Development > Planning Division

The agenda packet with the administrative report and materials related to this matter will be available for review at least 72 hours prior to the public hearing, pursuant to State Law and local ordinance, on the City of Redondo Beach website https://redondo.legistar.com/Calendar.aspx. Select the October 14, 2025 City Council meeting.

If you challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

CITY OF REDONDO BEACH, CALIFORNIA
Eleanor Manzano
City Clerk of the City of Redondo [illegible]

RESOLUTION NO. 2025-09-PCR-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL AMEND TITLE 10 CHAPTER 2 ZONING AND LAND USE OF THE REDONDO BEACH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS FOR NON-RESIDENTIAL USES LOCATED ON PROPERTIES WITHIN THE ARTESIA AND AVIATION CORRIDORS AREA PLAN.

WHEREAS, the City Council of the City of Redondo Beach at their duly noticed public hearing on December 8, 2020, adopted the “Artesia & Aviation Corridors Area Plan” (AACAP); and

WHEREAS, the purpose of the AACAP is to identify policy approaches and explicit actions that can be used by City staff or property owners to activate, energize, and revitalize the Artesia and Aviation Corridors in a coordinated and consistent manner; and

WHEREAS, the purpose and intention of the “mobility objectives” within the Artesia and Aviation Corridor Area Plan are to provide a concentration of office, restaurant, and retail activity that is community/neighborhood serving and to create a "park once and walk" corridor that meets parking needs and promotes the use of active transportation (e.g., walking, bicycling, and scooter riding); and

WHEREAS, to better understand the current parking capacity within the AACAP area, a parking study was conducted that identified a total of 2,877 parking spaces, of which 688 are on-street, public spaces, and 2,189 are private, off-street spaces. Further analysis revealed that both on- and off-street parking spaces are generally underutilized, suggesting that the current supply can accommodate higher demand. An efficiently parked area maintains an 85 percent utilization rate, but current on-street and off-street parking rarely exceeds 68 percent and 50 percent utilization, respectively; and

WHEREAS, on August 5, 2025, the City Council held a meeting to discuss the City’s General Plan – Land Use Element update with a specific focus on policies related to the “revitalization of the Artesia and Aviation Corridor”. The City Council discussed, took public testimony, and considered numerous revitalization strategies, including but not limited to, increasing the Floor Area Ratio (FAR) for properties within the AACAP area from 0.6 to 1.5, potential mixed-use development within AACAP, development “caps” with increased FAR’s as incentives for early revitalization projects, reduced or eliminated open space requirements, and various additional future parking strategies. At the conclusion of all discussions and public comments, the City Council directed staff to move forward, as a priority item, with an amendment to the City’s Zoning Ordinance eliminating required parking for non-residential uses; and

WHEREAS, on September 9, 2025, staff presented a draft Zoning Ordinance eliminating parking requirements for new development of non-residential uses within the

AACAP area for the City Council's review and direction. City Council took public testimony, discussed the proposed ordinance, and provided the following direction to city staff:

1. Remove the existing language in Section 10-2.1707 that prohibits "restaurant (fast food) and a restaurant with drive-through use" within the AACAP area.
2. Revise the draft ordinance to apply to all nonresidential uses, including restaurant (fast food) and restaurants with drive-throughs.
    a. Staff's original draft ordinance included a "carve out" of the parking elimination regulation for restaurant (fast food) and restaurants with drive-throughs.
3. Incorporate language to encourage parking areas, if provided, to be located to the rear of proposed structures.
    a. Include language that addresses potential compatibility concerns with parking areas adjacent to residential and adding additional buffering requirements for parking areas that choose to locate in front of new developments adjacent to Artesia or Aviation Boulevards.
4. Incorporate future and regular progress reports on redevelopment metrics within the AACAP area into the City's Strategic Plan to measure effectiveness of this revitalization strategy and avoidance of unintended consequences such as impacting the street parking within adjacent residential and private parking on neighboring commercial properties.
5. Present the draft Zoning Ordinance to the Planning Commission at a public hearing for their review, comment, discussion, and recommendation(s).

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES HEREBY FIND AS FOLLOWS:

SECTION 1. FINDINGS

1. In compliance with the California Environmental Quality Act (CEQA) of 1970, as amended, and State and local guidelines adopted pursuant thereto, the zoning amendment is Categorically Exempt from further environmental review, pursuant to Section 15060(c)(2), as the project is not expected to result in a reasonably foreseeable change in the environment, and Section 15061(b)(3) that refers to activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment ("common-sense exemption"), of the Guidelines of the California Environmental Quality Act (CEQA), therefore, the action is not subject to CEQA.

2. The amendment to the Zoning ordinance is consistent with the General Plan.

    a. Land Use Element Goal 1H: Continue and enhance existing commercial districts which contribute revenue to the City and are compatible with adjacent residential neighborhoods.

b. Land Use Element Policy 1.15.2: Publicly initiate and allow for the private sector development of municipal or shared parking lots, which incorporate bicycle storage facilities, along the street frontages to provide for joint use of adjacent commercial properties and allow for the incorporation of commercial uses into the structure along the street frontage (except for areas required for access).
c. Land Use Element Policy 1.15.7: Integrate improvements which facilitate transit use of Artesia Boulevard, such as bus shelters and recessed access points.
d. Land Use Element Objective 1.17: Provide for the development of uses which predominantly serve and are accessible to local residents, create a distinctive pedestrian activity area of the City, and are compatible with adjacent residential neighborhoods.
e. Land Use Element Policy 1.17.1: Accommodate a mix of commercial uses which provide for the needs of nearby residents (as defined by Policy 1.16.1) and enhance pedestrian activity on parcels designated as “C-2-PD".
f. Land Use Element Policy 1.17.3: Encourage the development of outdoor dining and other similar uses which do not impede pedestrian circulation on the sidewalks.
g. Land Use Element Policy 1.19: Provide for the development of uses which predominantly serve and are accessible to local residents and compatible with adjacent residential neighborhoods.

3. These amendments do not require a vote of the people under Article XXVII of the City Charter.

SECTION 2. RECITALS. The above recitals are true and correct, and the recitals are incorporated herein by reference as if set forth in full.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Pursuant to Section 10-2.2504(e)(1) and (3) Zoning amendments, the Planning Commission recommends that the City Council adopt the amendments to the Redondo Beach Municipal Code pertaining to the elimination of required parking for non-residential uses within the AACAP area as identified in SECTION 2. below with the following additional considerations/recommendations:

1. Plan now for future city parking lots along Artesia Boulevard by identifying potential locations. Possible locations to include but not limited to behind the Post Office, within the SCE right-of-way, and at the current north branch library.

2. Increase the required front setback of the underlying non-residential zoning designations within the AACAP area to widen sidewalks and accommodate outdoor dining.
3. Prohibit restaurants (fast food) and restaurants with drive throughs.
4. If parking areas/lots are to be provided they are only permitted to the rear/behind proposed or existing development.
5. Reduce maximum allowable two-way driveway widths to 15'.
6. Add cross-walks at intersections within the AACAP where they don't currently exist.
7. Direct city staff to develop preliminary future Artesia Boulevard right-of-way improvements that include multiple parking designs that can accommodate additional parking spaces as well as future city parking lot locations.

SECTION 2. AMENDMENT OF CODE. Title 10, Chapter 2 (Zoning and Land Use) amending Section 10-2.1707 as follows:

§ 10-2.1707. Nonresidential parking standards within the Artesia and Aviation Corridors Area Plan.

(a) Purpose and intent. The mobility objectives of the Artesia and Aviation Corridors Area Plan are to provide a concentration of office, restaurant, and retail activity that is community/neighborhood serving. The intent is to create a "park once and walk" corridor that meets parking needs and promotes the use of active transportation (e.g., walking, bicycling, and scooter riding). Restaurant and office uses, identified as "preferred uses" within the corridor plan, are envisioned to attract a mix of people from the surrounding neighborhoods who may arrive on foot, bike, e-bike and other alternative modes, or by car. The segments of Artesia and Aviation Boulevards included in the Artesia and Aviation Corridor Area Plan runs from the transportation easement (rail line) east of Inglewood Avenue to the western City boundary at Aviation Boulevard.

(b) Number of Parking Spaces Required. All permitted non-residential uses~~,~~ that have frontage on either the Artesia or Aviation Boulevards within the Artesia and Aviation Corridors Area Plan are not required to provide parking. ~~A restaurant (fast food) and a restaurant with drive-through use is not included and is not permitted on properties with frontage on either the Artesia or Aviation Corridors within the Area Plan.~~ .

(1) Outdoor Seating for Restaurant Uses. No additional parking is required. The provisions as referenced in Section 10-2.1622, which requires outdoor seating to meet the parking requirements of Section 10-2.1706 and a Conditional Use Permit for outdoor seating areas greater than 150 square feet does not apply to restaurant uses within the Artesia and Aviation Corridors Area Plan. All outdoor dining areas for restaurants in the Area Plan shall be subject to approval by Administrative Design Review pursuant to

Section 10-2.2500. All other provisions within Section 10-2.1622 shall apply.

(2) If provided, the design of nonresidential off-street parking lots, common parking garages, driveway approaches, driveways, and aisles are subject to the requirements pursuant to Section 10-2.1706 and the following additional "Requirements", "Exceptions", and "Findings".

a. General Requirements.

1. Off-street parking areas shall be located to the rear of the primary building or structure on the lot.

2. No Off-street parking shall be permitted in the front yard setback or between the front of the primary building and the public street, except as provided in Subsection b. below.

b. Exceptions – Administrative Use Permit.

1. The placement of off-street parking in the front of the primary building may be authorized through approval of an Administrative Use Permit (AUP), or Conditional Use Permit, as determined by the Community Development Director subject to the findings in Subsection c.

2. An application for an AUP shall be processed in accordance with 10-2.2507.

c. Findings for Approval.

In approving an Administrative Use Permit for front yard parking, the review authority shall find that:

1. Site Constraints. Physical site conditions, including not limited to lot depth, topography, corner lot condition, or the location of existing structures make rear parking infeasible.

2. Business Operations. The proposed business or use has operational characteristics that warrant front yard parking, such as customer pick-up/drop-off areas, accessibility needs, or similar functions, and rear parking would substantially impair the business operation.

3. Design Mitigation. Parking located in front of the primary building is designed and screened to minimize visual impacts from the public right-of-way, including landscaping, decorative walls, or other design treatments consistent with City design guidelines.

(c) Provisions for Parking Lot Designs Not Compliant with Section 10-2.1706. Overlap (on-site or off-site) parking, valet parking, tandem parking, and mechanical lifts for all nonresidential uses located within the Artesia and Aviation

Corridors Area Plan may apply for an Administrative Design Review pursuant to Section 10-2.2500.

(1) Administrative Design Review may be approved for:

a. Overlap parking serving more than one (1) use or site;

b. Valet parking;

c. Tandem parking;

d. Mechanical lifts; or

e. Any combination of the above, subject to specific findings and conditions of approval.

(2) In approving an Administrative Design Review for parking lot design not compliant with Section 10-2.1706, overlap parking (on-site or off-site), valet parking, tandem parking, and/or mechanical lifts, the Community Development Director (or assigned) shall find:

a. In regard to overlap (on-site or off-site) parking:

1. The peak-hour parking demand from all uses does not coincide and/or the uses are such that the hours of operation are different for various portions of the business. If the site is in a pedestrian-oriented commercial zone, the Community Development Department may also approve overlap parking subject to a determination that the use mix is conducive to customers parking and walking to visit more than one business on the same trip; and

2. The adjacent or nearby properties will not be adversely affected relative to parking; and

3. The proposed traffic circulation will not be detrimental to the health, safety, and welfare of residents residing or working in or adjacent to the neighborhood; and

4. The off-site parking is within a reasonable distance of the premises upon which the building or use is located; and

5. In reaching a decision, the Community Development Director (or assigned) may consider survey data submitted by an applicant or collected at the applicant's request and expense.

b. In regard to valet parking, tandem parking, and mechanical lifts:

1. The location for valet services, tandem parking, and mechanical lifts does not severely impede on-site or off-site traffic or pedestrian circulation; and

2. The adjacent or nearby properties will not be adversely affected by noise associated with the mechanical lifts and/or valet parking services; and

3. Mechanical lifts shall be operated by an employee and shall be screened from view from the adjacent public right-of-way to the extent feasible.

(3) Mechanical Lift Design Standards. A mechanical lift is an elevator-like mechanical system allowing full-size passenger cars or sport utility vehicles to be placed in the lift and mechanically raised or lowered, creating space for more full-size passenger cars or sport utility vehicles to be parked in a vertical configuration. Mechanical lifts shall be operated solely by parking attendants. Mechanical lifts shall be screened from view from adjacent public streets to the extent feasible.

(4) As a condition of such Administrative Design Review approval for overlap parking (off-site), the Community Development Director (or assigned) shall require a written agreement between landowner(s) and the City, in a form satisfactory to the City Attorney, which shall include:

a. A guarantee among the landowner(s) for access to and use of the off-site overlap parking facilities; and

b. Remedies in the event that there is a change in use on the property or in the event that the off-site overlap parking is lost; and

c. A provision that the City may require parking facilities in addition to those originally approved, after notice and administrative hearing, upon a finding by the Community Development Director (or assigned) that adequate parking to serve the use(s) has not been provided; and

d. A provision stating that the City, acting through the Community Development Director (or assigned), may, for due cause and upon notice and administrative hearing, modify, amend, or unilaterally terminate the agreement at any time.

(5) Notwithstanding the foregoing, if such ~~parking reduction,~~ parking lot design, overlap (on-site or off-site) parking, valet parking, tandem parking, or mechanical lift request also includes other discretionary actions to be considered by the Planning Commission, the Community Development Director shall refer the parking request to the Planning Commission in conjunction with such other discretionary actions. The Planning Commission, in considering the parking request, shall make such findings and include necessary conditions as provided in this section.

(6) Performance. It is a violation of this section for use of valet and/or mechanical lift parking spaces and queuing to access those spaces, to be operated in a

manner that causes either: (a) significant congestion on adjacent streets or intersections; (b) any other significant impediment to City intersections, streets or adjacent off-street parking areas; or (c) significant interference with the self-park operations elsewhere on site. Violations of this section are subject to enforcement pursuant to Article 15 (Enforcement) of Part IV (Administration) of Chapter 2 (Zoning) of Title 10 (Planning and Zoning) of the Redondo Beach Municipal Code. In addition, the Community Development Director may impose conditions if the Community Development Director determines that doing so is necessary to eliminate any such violation

SECTION 3. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 4. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The Planning Commission recommends that the City Council shall declare that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

FINALLY RESOLVED, that the Planning Commission forward a copy of this resolution to the City Council so the Council will be informed of the action of the Planning Commission.

PASSED, APPROVED AND ADOPTED this 18th day of September, 2025.

_____
Wayne Craig, Chair
Planning Commission
City of Redondo Beach

ATTEST:

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

I, Sean Scully of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. 2025-09-PCR-09 was duly passed, approved and adopted by the Planning Commission of the City of Redondo Beach, California, at a regular meeting of said Planning Commission held on the 18th day of September, 2025, by the following vote:

AYES: Light, Bosewell, Young, Gaddis, Conroy, Hazeltine, Chair Craig

NOES:

ABSENT:

ABSTAIN:

_____
Sean Scully
Planning Manager

APPROVED AS TO FORM:

_____
City Attorney's Office