CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, March 3, 2026

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

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

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

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

TO WATCH MEETING LIVE ON THE CITY'S WEBSITE:
https://redondo.legistar.com/Calendar.aspx
*Click "In Progress" hyperlink under Video section of meeting

TO WATCH MEETING LIVE ON YOUTUBE:
https://www.youtube.com/c/CityofRedondoBeachIT

TO JOIN THE MEETING VIA ZOOM (FOR PUBLIC INTERESTED IN SPEAKING. OTHERWISE, PLEASE SEE ABOVE TO WATCH/LISTEN TO MEETING):
Register in advance for this meeting:
https://redondo.zoomgov.com/webinar/register/WN_oEejVUXuS062EornZjMlsA
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 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.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

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

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:
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.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 (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC)
Bankruptcy C.D. Cal. Case Number: 2:23-ap-01163-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:
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.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:
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.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: New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: B336042

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; City of Redondo Beach Department of Community Development, et al.
Case Number: B337897

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

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:
Mason Thomas v. City of Redondo Beach
WCAB No: ADJ19263797

F.11. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Katherine Buck, Acting Waterfront & Economic Development Director
Jon Goetz, Redwood Public Law
Brian Campbell, BC Urban

PROPERTY:
100 International Boardwalk, Redondo Beach, CA 90277
130 International Boardwalk, Redondo Beach, CA 90277
(a portion of APN: 7505-002-932)

NEGOTIATING PARTIES:
Jeff Jones, Quality Seafood, Inc.

UNDER NEGOTIATION:
Lease Status, Price, and Terms

F.12. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Katherine Buck, Acting Waterfront & Economic Development Director
Larry Kosmont, Kosmont Companies

PROPERTY:
123 International Boardwalk, Redondo Beach, CA 90277 (a portion of APN: 7505-002-908)
179 & 181 N. Harbor Drive, Redondo Beach, CA 90277 (a portion of APN: 7503-033-903)

NEGOTIATING PARTIES:
Various Prospective Tenants

UNDER NEGOTIATION:
Price and Terms

F.13. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Katherine Buck, Acting Waterfront & Economic Development Director
Jon Goetz, Redwood Public Law

PROPERTY:
230 Portofino Way, Redondo Beach, CA 90277
(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:
John Warner, Marine Mammal Care Center Los Angeles, a non-profit corporation

UNDER NEGOTIATION:
Terms

F.14. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(4).

One potential case

G. RECONVENE TO OPEN SESSION

H. ROLL CALL

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

J. ADJOURN TO REGULAR MEETING

6:00 PM - OPEN SESSION - REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. SALUTE TO THE FLAG AND INVOCATION

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/ AB 1234 TRAVEL EXPENSE REPORTS

D.1. MAYOR'S PROCLAMATION OF MARCH 2026 AS RED CROSS MONTH

D.2. MAYOR'S COMMENDATION TO COMMUNITY LEADERS REGARDING THE METRO C LINE EXTENSION PROJECT

E. APPROVE ORDER OF AGENDA

F. AGENCY RECESS

F.1. REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

F.2. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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 MARCH 3, 2026

CONTACT: ELEANOR MANZANO, CITY CLERK

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

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES:
A. FEBRUARY 3, 2026 ADJOURNED AND REGULAR MEETING
B. FEBRUARY 10, 2026 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS
CHECKS 30551-30566 IN THE AMOUNT OF $22,689.27, PD. 2/27/26
DIRECT DEPOSIT 308004-308639 IN THE AMOUNT OF $2,585,757.13, PD. 2/27/26
EFT/ACH $10,835.18, PD. 2/13/26 (PP2604)
EFT/ACH $475,687.28, PD. 2/23/26 (PP2603)

ACCOUNTS PAYABLE DEMANDS
CHECKS 123666-123841 IN THE AMOUNT OF $2,965,697.90
EFT CALPERS MEDICAL INSURANCE $572,275.92
EFT US DEPT OF HUD $26,033.00
DIRECT DEPOSIT 100010240-100010328 IN THE AMOUNT OF $113,876.85, PD.2/27/26
REPLACEMENT DEMANDS 123664-123665

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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

1. APPROVE AGREEMENTS WITH GRANITE TELECOMMUNICATIONS, LLC TO

PROVIDE STARLINK INTERNET SERVICES ON A MONTH-TO-MONTH BASIS IN AN ESTIMATED ANNUAL EXPENDITURE OF $7,911 EFFECTIVE MARCH 4, 2026 UNTIL TERMINATED

CONTACT: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

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

CONTACT: ELEANOR MANZANO, CITY CLERK

H.7. APPROVE AN AGREEMENT FOR TRAFFIC ENGINEERING SERVICES WITH CHEN RYAN ASSOCIATES, INC. IN THE AMOUNT OF $225,772 FOR DESIGN OF THE TRAFFIC SIGNAL COMMUNICATION AND NETWORK SYSTEM - INGLEWOOD AVENUE PROJECT

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.8. APPROVE PLANS AND SPECIFICATIONS FOR THE VETERANS PARK HISTORIC LIBRARY AND COMMUNITY CENTER - EXTERIOR ACCESSIBILITY IMPROVEMENTS, JOB NO. 20900, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.9. APPROVE THE THIRD AMENDMENT TO THE ON-CALL CONSULTING SERVICES AGREEMENT WITH LUCCI AND ASSOCIATES, INC. TO INCREASE THE NOT TO EXCEED AMOUNT BY $100,000, FOR A NEW TOTAL NOT TO EXCEED $400,000, AND TO EXTEND THE TERM TO MAY 5, 2028

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.10. APPROVE AN AGREEMENT WITH 3V SIGNS AND GRAPHICS, LLC FOR THE PRINTING AND INSTALLATION OF THE REMAINING NORTH REDONDO BEACH BUSINESS ASSOCIATION STREET BANNERS ALONG ARTESIA BLVD IN AN AMOUNT NOT TO EXCEED $34,612 FOR THE TERM MARCH 3, 2026 TO DECEMBER 31, 2026

CONTACT: KATHERINE BUCK, ACTING WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

H.11. APPROVE THE CONSENT TO THE FIRST AMENDMENT OF THE SUBLEASE BETWEEN MAJESTIC KHM, LLC AND BLUEWATER GRILL REDONDO L.P., FOR THE PREMISES AT 665 NORTH HARBOR DRIVE

CONTACT: KATHERINE BUCK, ACTING WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

H.12. ADOPT BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC-2603-011, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO APPROPRIATE $27,000 IN ADDITIONAL GRANT YEAR 2023 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND

AUTHORIZE THE PURCHASE OF THREE VEHICLE-MOUNTED MOBILE LICENSE PLATE READER CAMERAS AND ASSOCIATED WARRANTY, DEVICE LICENSE FEE, AND INSTALLATION COSTS FROM MOTOROLA SOLUTIONS, INC., IN THE AMOUNT OF $41,910, THROUGH A COOPERATIVE PURCHASING AGREEMENT, UTILIZING STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT FUNDS

CONTACT: STEPHEN SPRENGEL, CHIEF OF POLICE

H.13. RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO $25,000

CONTACT: JOY A. FORD, CITY ATTORNEY

H.14. AUTHORIZE THE MAYOR TO SIGN LETTERS OF SUPPORT FOR FY27 CONGRESSIONAL DIRECTED SPENDING PROJECT APPLICATIONS

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

H.15. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2603-012 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, GRANTING THE APPEAL OF THE DECISION OF THE HEARING OFFICER DESIGNATED BY THE CITY MANAGER, WHICH REVOKED BUSINESS LICENSE #330177 ISSUED TO THE MANHATTAN BEACH SMOKE SHOP DBA REDONDO SMOKE SHOP AND HOOKAH LOCATED AT 2205 ARTESIA BOULEVARD, UNIT A, REDONDO BEACH, CALIFORNIA 90278 UNDER THE OWNERSHIP OF FERAS ADAMO, WHICH THEREBY GRANTED A REINSTATEMENT OF BUSINESS LICENSE #330177 BUT ONLY UPON COMPLETION OF CERTAIN REQUIREMENTS AND SUBJECT TO NEW CONDITIONS

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

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION ON THE GENERAL PLAN - LAND USE DESIGNATIONS FOR THREE REDONDO BEACH UNIFIED SCHOOL DISTRICT PROPERTIES USED FOR COMMUNITY, PARK AND RECREATION PURPOSES

INCLUDING THE ALTA VISTA ELEMENTARY SCHOOL SITE, THE FORMER FRANKLIN SCHOOL SITE, AND THE LINCOLN ELEMENTARY SCHOOL SITE

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING UPDATES TO INFORMATION TECHNOLOGY RELATED CITY ADMINISTRATIVE POLICIES/PROCEDURES (APPS) INCLUDING POLICIES PERTAINING TO VIDEO SURVEILLANCE CAMERAS AND THE USE OF ARTIFICIAL INTELLIGENCE (AI)

CONTACT: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION

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

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

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:
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.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 (9300 Wilshire, LLC et al. v. AES-Redondo Beach, LLC)
Bankruptcy C.D. Cal. Case Number: 2:23-ap-01163-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:
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.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:
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.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: New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: B336042

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; City of Redondo Beach Department of Community Development, et al.
Case Number: B337897

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

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:
Mason Thomas v. City of Redondo Beach
WCAB No: ADJ19263797

R.11. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Katherine Buck, Acting Waterfront & Economic Development Director
Jon Goetz, Redwood Public Law
Brian Campbell, BC Urban

PROPERTY:
100 International Boardwalk, Redondo Beach, CA 90277
130 International Boardwalk, Redondo Beach, CA 90277
(a portion of APN: 7505-002-932)

NEGOTIATING PARTIES:
Jeff Jones, Quality Seafood, Inc.

UNDER NEGOTIATION:
Lease Status, Price, and Terms

R.12. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Katherine Buck, Acting Waterfront & Economic Development Director
Larry Kosmont, Kosmont Companies

PROPERTY:
123 International Boardwalk, Redondo Beach, CA 90277 (a portion of APN: 7505-002-908)
179 & 181 N. Harbor Drive, Redondo Beach, CA 90277 (a portion of APN: 7503-033-903)

NEGOTIATING PARTIES:
Various Prospective Tenants

UNDER NEGOTIATION:
Price and Terms

R.13. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Katherine Buck, Acting Waterfront & Economic Development Director
Jon Goetz, Redwood Public Law

PROPERTY:
230 Portofino Way, Redondo Beach, CA 90277
(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:
John Warner, Marine Mammal Care Center Los Angeles, a non-profit corporation

UNDER NEGOTIATION:
Terms

R.14. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED POTENTIAL LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(4).

One potential case

S. RECONVENE TO OPEN SESSION

T. ADJOURNMENT

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, March 10, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

Administrative Report

F.1., **File #** 26-0237 **Meeting Date:** 3/3/2026

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

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

Administrative Report

F.2., **File #** 26-0238 **Meeting Date:** 3/3/2026

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

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

Administrative Report

F.3., **File #** 26-0239 **Meeting Date:** 3/3/2026

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

Name of case:
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.4., **File #** 26-0240 **Meeting Date:** 3/3/2026

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

Name of case:
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.5., **File #** 26-0241 **Meeting Date:** 3/3/2026

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

Name of case:
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.6., **File #** 26-0242 **Meeting Date:** 3/3/2026

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

Name of case:
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.7., **File #** 26-0243 **Meeting Date:** 3/3/2026

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

Name of case: New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: B336042

Administrative Report

F.8., **File #** 26-0244 **Meeting Date:** 3/3/2026

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

Name of case: 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: B337897

Administrative Report

F.9., **File #** 26-0245 **Meeting Date:** 3/3/2026

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

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

Administrative Report

F.10., **File #** 26-0257 **Meeting Date:** 3/3/2026

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

Name of case:
Mason Thomas v. City of Redondo Beach
WCAB No: ADJ19263797

Administrative Report

F.11., **File #** 26-0259 **Meeting Date:** 3/3/2026

TITLE

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Katherine Buck, Acting Waterfront & Economic Development Director
Jon Goetz, Redwood Public Law
Brian Campbell, BC Urban

PROPERTY:
100 International Boardwalk, Redondo Beach, CA 90277
130 International Boardwalk, Redondo Beach, CA 90277
(a portion of APN: 7505-002-932)

NEGOTIATING PARTIES:
Jeff Jones, Quality Seafood, Inc.

UNDER NEGOTIATION:
Lease Status, Price, and Terms

Administrative Report

F.12., **File #** 26-0260 **Meeting Date:** 3/3/2026

TITLE

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Katherine Buck, Acting Waterfront & Economic Development Director
Larry Kosmont, Kosmont Companies

PROPERTY:
123 International Boardwalk, Redondo Beach, CA 90277 (a portion of APN: 7505-002-908)
179 & 181 N. Harbor Drive, Redondo Beach, CA 90277 (a portion of APN: 7503-033-903)

NEGOTIATING PARTIES:
Various Prospective Tenants

UNDER NEGOTIATION:
Price and Terms

Administrative Report

F.13., **File #** 26-0284 **Meeting Date:** 3/3/2026

TITLE

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Katherine Buck, Acting Waterfront & Economic Development Director
Jon Goetz, Redwood Public Law

PROPERTY:
230 Portofino Way, Redondo Beach, CA 90277
(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:
John Warner, Marine Mammal Care Center Los Angeles, a non-profit corporation

UNDER NEGOTIATION:
Terms

Administrative Report

F.14., **File #** 26-0298 **Meeting Date:** 3/3/2026

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

One potential case

Administrative Report

D.1., **File #** 26-0287 **Meeting Date:** 3/3/2026

TITLE

MAYOR'S PROCLAMATION OF MARCH 2026 AS RED CROSS MONTH

Administrative Report

D.2., **File #** 26-0288 **Meeting Date:** 3/3/2026

TITLE

MAYOR'S COMMENDATION TO COMMUNITY LEADERS REGARDING THE METRO C LINE EXTENSION PROJECT

Administrative Report

F.1., **File #** 26-0129 **Meeting Date:** 3/3/2026

TITLE

REGULAR MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

AGENDA
REGULAR MEETING
REDONDO BEACH HOUSING AUTHORITY
TUESDAY, MARCH 3, 2026 - 6:00 P.M.
REDONDO BEACH COUNCIL CHAMBERS
415 DIAMOND STREET

CALL MEETING TO ORDER

ROLL CALL

A. APPROVAL OF ORDER OF AGENDA

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B1. BLUE FOLDER ITEMS

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

C. CONSENT CALENDAR #C1 through #C3

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

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Housing Authority meeting of March 3, 2026.

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

C3. APPROVAL OF MINUTES OF THE FOLLOWING MEETING:
A. January 13, 2026

D. EXCLUDED CONSENT CALENDAR ITEMS

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

F. EX PARTE COMMUNICATIONS

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

G. PUBLIC HEARINGS

G1. PUBLIC HEARING TO CONSIDER APPROVAL OF THE REDONDO

BEACH HOUSING AUTHORITY FY2026-2027 ANNUAL AGENCY PLAN

ADOPT BY TITLE ONLY RESOLUTION NO. HA-2026-03, A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE AGENCY FY2026-2027 ANNUAL PLAN

RECOMMENDATION: THAT THE CHAIRMAN AND AUTHORITY BOARD MEMBERS:

A. OPEN THE PUBLIC HEARING; TAKE PUBLIC TESTIMONY; AND
B. CLOSE THE PUBLIC HEARING; AND
C. ADOPT RESOLUTION NO. HA-2026-03 BY TITLE ONLY;
D. AUTHORIZE THE CHAIRMAN TO EXECUTE THE REQUIRED CERTIFICATION FORMS FOR SUBMISSION TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTACT: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

H. OLD BUSINESS

I. NEW BUSINESS

I1. DISCUSSION REGARDING THE STATUS REPORT ON SECTION 8 PROGRAM

CONTACT: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

J. MEMBERS ITEMS AND REFERRALS TO STAFF

K. ADJOURNMENT

The next scheduled meeting of the Redondo Beach Housing Authority is a Regular meeting on Tuesday, June 2, 2026 at 6:00 p.m. in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant of this meeting you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (310) 318-0656 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in

meetings on a regular basis.

An Agenda Packet is available 24 hours a day at www.redondo.org under the City Clerk and during City Hall hours. Agenda Packets are also available for review in the Office of the City Clerk.

Any writings or documents provided to a majority of the members of the Authority regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter at City Hall located at 415 Diamond Street during normal business hours.

REDONDO BEACH

Community Services Department

1922 Artesia Boulevard
Redondo Beach, California 90278
www.redondo.org

tel: 310 318-0610
fax: 310 798-8273

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

AFFIDAVIT OF POSTING

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

Legislative Body	Redondo Beach Housing Authority
Posting Type	Agenda – March 3, 2026 Regular Meeting Posting
Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ City Hall Kiosk ✓ City Clerk's Counter, Door "1"
Meeting Date & Time	March 3, 2026 6:00 p.m.

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

Elizabeth Hause, Housing Administrator

Date: February 27, 2026

Administrative Report

Authority Action Date: March 3, 2026

To: **CHAIRMAN AND MEMBERS OF THE HOUSING AUTHORITY**

From: **ELIZABETH HAUSE, HOUSING ADMINISTRATOR**

Subject: **PUBLIC HEARING TO CONSIDER APPROVAL OF THE REDONDO BEACH HOUSING AUTHORITY ANNUAL AGENCY PLAN FOR FISCAL YEAR 2026-2027; AND RESOLUTION NO. HA-2026-03, A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE ANNUAL PLAN FOR FISCAL YEAR 2026-2027; AND AUTHORIZE THE CHAIRMAN TO EXECUTE THE REQUIRED CERTIFICATION FORMS FOR SUBMISSION TO THE DEPARTMENT OF HOUSING AND URBAN DEVLOPMENT.**

RECOMMENDATION

Staff recommends the Board:

1. Open the public hearing, take testimony and deliberate;
2. Close the public hearing;
3. Adopt the following resolution; and
4. Authorize the Board Chairperson to execute all required documents for submission to HUD.

EXECUTIVE SUMMARY

The U.S. Department of Housing and Urban Development (HUD) requires Public Housing Authorities (PHAs) to submit an Annual PHA Plan outlining its goals, strategies, and compliance efforts for the upcoming fiscal year. The Redondo Beach Housing Authority (RBHA) continues to maintain a High Performer designation under SEMAP with a score of 96 percent, reflecting strong program administration.

The Annual PHA Plan reports and updates on current funding conditions, voucher utilization levels, fair housing initiatives, inspection protocols, and ongoing efforts to maintain HUD required lease-up rates. It also addresses recent audit findings related to inspection compliance, annual reporting, payroll cost allocation, and eligibility determinations. It summarizes the corrective actions implemented to improve internal controls and ensure compliance.

BACKGROUND

In 1998, HUD published Section 511 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), creating significant changes and new requirements for administration of the Section 8 Program. One requirement of QHWRA mandates that PHAs prepare an Agency Annual PHA Plan and Five-Year PHA Plan. It was HUD's intent that the Annual Plan would provide detailed information about the annual status of the Housing Choice Voucher (Section 8) program and that the Five-Year portion of the Plan would describe the Housing Authority's overall mission and long-term goals.

The RBHA Annual PHA Plan for FY2026-2027 includes updates to the goals and objectives for the 5-Year PHA Plan for FYs 2026-2030. The Annual PHA Plan also documents progress of those goals and includes transparency and accountability as follows:

- The RBHA maintains a High Performer designation from HUD by obtaining a 96% performance rating on the Section Eight Management Assessment Program (SEMAP) certification for FY 2024-2025.
- The RBHA will continue to utilize all available resources to administer the Housing Choice Voucher (Section 8) rental assistance program successfully.
- While the RBHA remains committed to maximizing voucher utilization, it is currently operating under funding shortfall that limit the ability to utilize all allocated vouchers.
- The RBHA promotes fair housing and equal opportunity through ongoing education efforts, daily referrals to the Housing Rights Center, and staff participation in fair housing training.
- Strong partnerships with the local landlords contribute to a variety of available housing stock.
- The RBHA implemented Small Area Fair Market Rents (SAFMRs) as required by HUD and contracts with AffordableHousing.com to obtain rent reasonableness determinations.
- The most recent Single Audit completed for FYE 06/30/2024 identified findings in the areas of Housing Quality Standards inspections, annual reporting, payroll costs, and eligibility. However, these findings were procedural and documentation-related. In response, the RBHA has implemented corrective action measures that include changes to internal control and protocols with strengthened oversight of inspections and eligibility procedures. Ongoing monitoring has been established to ensure continued compliance.
- The Resident Advisory Board (RAB) consisting of program participants were invited to review, discuss, and comment regarding the updates. The RAB met on February 4, 2026, however, no comments were received.

Staff is requesting Board approval to ensure continued compliance with HUD regulations.

COORDINATION

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

FISCAL IMPACT

The Housing Choice Voucher (Section 8) rental assistance program is funded by the U.S. Department of Housing and Urban Development (HUD). Preparation of this report is part of the Department's annual work plan and operating budget. There is no additional fiscal impact.

Submitted by:
Elizabeth Hause, Housing Administrator

Approved for forwarding by:
Mike Witzansky, City Manager

Attachments:
- Streamlined Annual PHA Plan (form HUD-50075-HCV)
- Certification of Compliance with the PHA Plans Related Regulations (form HUD-50077-ST-HCV-HP)
- Certification by State or Local Official of PHA Plans Consistency with Consolidated Plan (form HUD-50077-SL)
- Resolution No. HA2026-03
- Proof of Publication

Status: Created

Streamlined Annual PHA Plan ***(HCV Only PHAs)***	**U.S. Department of Housing and Urban Development** **Office of Public and Indian Housing**	**OMB No. 2577-0226** **Expires 9/30/2027**

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services. They also inform HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-, very low-, and extremely low- income families.

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

(1) ***High-Performer PHA*** - A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers (HCVs) and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, SEMAP for PHAs that only administer tenant-based assistance and/or project-based assistance, or PHAS if only administering public housing.
(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or HCVs combined and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1

PHA Name: Housing Authority of the City of Redondo Beach **PHA Code:** CA103
PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2026
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Housing Choice Vouchers (HCVs) 603
PHA Plan Submission Type: ☑ Annual Submission ☐ Revised Annual Submission

Public Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA and should make documents available electronically for public inspection upon request. PHAs are strongly encouraged to post complete PHA Plans on their official websites and to provide each resident council with a copy of their PHA Plans.

How the public can access this PHA Plan: The proposed Annual PHA Plan for FY 2026-2027 is available to view at the Redondo Beach Housing Authority's (RBHA) website: www.redondo.org/housing or at the Housing Authority Office located at 1922 Artesia Boulevard, Redondo Beach, CA 90278. The Notice of Public Hearing was posted on the Housing of the City of Redondo Beach website and in the Redondo Beach Easy Reader.

☐ **PHA Consortia:** (Check box if submitting a joint Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program

B. Plan Elements.

B.1 Revision of Existing PHA Plan Elements.

a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?

Y N

	☐ ☑ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☑ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☑ Financial Resources. ☐ ☑ Rent Determination. ☐ ☑ Operation and Management. ☐ ☑ Informal Review and Hearing Procedures. ☐ ☑ Homeownership Programs. ☐ ☑ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. ☐ ☑ Substantial Deviation. ☐ ☑ Significant Amendment/Modification. (b) If the PHA answered yes for any element, describe the revisions for each element(s):
B.2	**New Activities.** (a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year? Y N ☐ ☑ Project-Based Vouchers (b) If Project-Based Voucher (PBV) activities are planned for the applicable Fiscal Year, provide the projected number of PBV units and general locations, and describe how project-basing would be consistent with the PHA Plan.
B.3	**Progress Report.** Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan. **The RBHA maintains the High performing rating earning a 96% SEMAP score. • The RBHA is not able to maximize the number of leased units as it is currently in funding shortfall. • The RBHA's current lease up of VASH participants is 33 out of 50. • The RBHA continues to promote fair housing and equal opportunity to all members of the community through education by promoting referrals to the Housing Rights Center on a daily basis to all residents of the community. The RBHA staff participates in Fair Housing training by the Housing Rights Center. • The RBHA continues a good rapport with the community landlords and recruits new landlords as staff continuously provide valuable insights to becoming a participant landlord. • The RBHA conducts biennial inspections for participants residents to maintain safe and habitable homes. • The RBHA is constantly monitoring program integrity actively responds to program regulation violations by establishing repayment agreements with participants and enforcing abatement for units that do not meet minimum inspection standards. • The RBHA staff often encourages participant families that reach higher educational milestones or have sustainable income to set goals into self-sufficiency. • The RBHA responds to all reasonable accommodations requests within ten (10) business day. • The RBHA offers portability counseling in the briefing packets and continuously informs participants of the portability option. • The RBHA has amended the administrative plan revising policies and procedures. • The RBHA has implemented Small Area Fair Market Rate (SAFMR) as required by HUD. • The RBHA contracts with AffordableHousing.com to generate comparable units and establish rent reasonableness as required by HUD. • The RBHA is currently in funding shortfall but revised the administrative plan to open the waiting list yearly and complete a full purge with no application carryovers to ensure fresh pools of applicants.**
B.4	**B.4 Capital Improvements.** - Not Applicable

B.5	**Most Recent Fiscal Year Audit.** (a) Were there any findings in the most recent FY Audit? Y ☑ N ☐ N/A ☐ (b) If yes, please describe: **The FYE 6/30/2024 Single Audit recently completed by CliftonLarsonAllen LLP identified findings in the areas of Housing Quality Standards inspections, Annual Reporting, Payroll Costs, and Eligibility.**
C.	**Other Document and/or Certification Requirements.**
C.1	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the PHA Plan? Y ☐ N ☑ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.2	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	**Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations* *Including PHA Plan Elements that Have Changed,* must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y ☐ N ☑ (b) If yes, include Challenged Elements.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 4.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: *CA103-Housing Authority of the City of Redondo Beach Form HUD-50075-HCV (Form ID - 7827) printed by Imelda Delgado in HUD Secure Systems/Public Housing Portal at 02/19/2026 03:52PM EST*

Certifications of Compliance with PHA Plan and Related Regulations ***(Standard, Troubled, HCV-Only, and High Performer PHAs)***	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 09/30/2027**

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan," of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 07/2026, in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the Resident Advisory Board (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the way the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
    i. The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    ii. The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    iii. The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours. Where possible, PHAs should make documents available electronically, for public inspection upon request.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment. The PHA ensured all notices and meetings provided effective communication with persons with disabilities and further provided meaningful language access for persons with Limited English Proficiency (LEP).
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Violence Against Women Act (34 U.S.C. § 12291 et seq.), and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Violence Against Women Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs.
7. The PHA will affirmatively further fair housing, in compliance with the Fair Housing Act, 24 CFR § 5.150 et seq., 24 CFR § 903.7(o), and 24 CFR § 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living

patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR § 5.151). Pursuant to 24 CFR § 903.15(c)(2), a PHA's policies should be designed to reduce the concentration of tenants and other assisted persons by race, national origin, and disability. PHA policies should include affirmative steps stated in 24 CFR § 903.15(c)(2)(i) and 24 CFR § 903.15(c)(2)(ii). Furthermore, under 24 CFR § 903.7(o), a PHA must submit a civil rights certification with its Annual and 5-year PHA Plans, except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document. The PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

8. For PHA Plans that include a policy for site-based waiting lists:
    - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module and/or its successor system: the Housing Information Portal (HIP) in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
    - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
    - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
    - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
    - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination based on age pursuant to the Age Discrimination Act of 1975.
10. In accordance with the Fair Housing Act, the PHA will not base a determination of eligibility for housing on marital status and will not otherwise discriminate because of sex.
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, 'Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped' for people with physical disabilities.
12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implement the regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.302 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act**,** the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to always be available at all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary

business office of the PHA and, where possible, should be made available for public inspection in an electronic format.

22. The PHA certifies that it is following all applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the City of Redondo Beach	**CA103**
PHA Name	PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 20**26**

_ 5-Year PHA Plan for Fiscal Years 20-20

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

Name of Executive Director: **MRS Elizabeth Hause**		Name of Board Chairman: **James A. Light**	
Signature:	Date:	Signature:	Date:

This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: *CA103-Housing Authority of the City of Redondo Beach form HUD-50077-ST-HCV-HP (Form ID -2227) for CY 2026 printed by Imelda Delgado in HUD Secure Systems/Public Housing Portal at 02/19/2026 03:31PM EST*

Status: Created

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan
(All PHAs)

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 09/30/2027

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, **James A. Light** (*Official's Name*), the **Board Chairperson** (*Official's Title*) certify that the 5-Year PHA Plan for fiscal years **2026-2030** and/or Annual PHA Plan for fiscal year **2026** of the **CA103 - Housing Authority of the City of Redondo Beach** (*PHA Name*) is consistent with the Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies to:

City of Redondo Beach
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The City of Redondo Beach requests input from the Redondo Beach Housing Authority each time the Consolidated Plan is revised or update. The goals outlined in the Consolidated Plan are in line with the goals of the Housing Authority. Specifically, page 81, describes the Housing Authority's strategy to best address the housing needs of the Redondo Beach community.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official: **James A. Light**	Title: **Board Chairperson**
Signature:	Date:

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Form identification: CA103 - Housing Authority of the City of Redondo Beach form HUD-50077-SL (Form ID - 6458) printed by Imelda Delgado in HUD Secure Systems/Public Housing Portal at 02/19/2026 03:25PM EST

RESOLUTION NO. HA-2026-03

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING THE ANNUAL PLAN FOR FISCAL YEAR 2026-2027 FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, under the Quality Housing and Work Responsibility Act of October 1998, the Housing Authority of the City of Redondo Beach ("Housing Authority") must submit an Annual Public Housing Agency ("PHA") Plan to the U.S. Department of Housing and Urban Development ("HUD") in order to receive federal funding; and

WHEREAS, the Housing Authority shall submit the PHA Annual Plan for the Fiscal Year beginning July 1, 2026 and submit the necessary certifications to HUD; and

WHEREAS, the Housing Authority must submit the Agency Plans by April 17, 2026 to HUD; and

WHEREAS, on February 4, 2026, the Housing Authority met with the Resident Advisory Board ("Board") and consulted the Board in developing the Agency Plans; and

WHEREAS, the Agency Plan is consistent with the Consolidated Plan for the City's Housing Authority's jurisdiction; and

WHEREAS, the Housing Authority, as required by the Quality Housing and Work Responsibility Act of 1998, has made the Agency Plan and all information relevant to the public hearing, available to the public for at least 45 days; and

WHEREAS, on March 3, 2026, the Housing Authority conducted a public hearing to discuss the Agency Plans, and invited review and took comments; and

WHEREAS, the Housing Authority shall carry out the Agency Plan in accordance with all applicable fair housing laws and shall affirmatively further fair housing.

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Housing Authority hereby approves the PHA Annual Plan for the fiscal year beginning July 1, 2026, and authorizes the Chairman of the Housing Authority to execute all necessary certification forms for submission of the Agency Plans to HUD.

SECTION 2. The Clerk-Controller of the Housing Authority shall certify the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2026.

_____
James A. Light, Chairman

APPROVED AS TO FORM:

_____
Joy A. Ford, Legal Counsel of the
Housing Authority

ATTEST:

_____
Eleanor Manzano, Clerk-Controller
of the Housing Authority

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

I, Eleanor Manzano, Clerk-Controller of the Housing Authority of the City of Redondo Beach, California, do hereby certify that Resolution No. HA-2026-03 was passed and adopted by the Housing Authority of the City of Redondo Beach, California, at a regular meeting of said Housing Authority held on the 3rd day of March, 2026, and thereafter signed and approved by the Chairperson and attested by the Clerk-Controller of the Housing Authority, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
Clerk-Controller

City of Redondo Beach

NOTICE OF PUBLIC HEARING REGARDING THE HOUSING AUTHORITY'S ANNUAL PUBLIC HOUSING AGENCY PLAN FOR FY 2026-2027

NOTICE IS HEREBY GIVEN that the Redondo Beach Housing Authority will hold a Public Hearing on **Tuesday, March 3, 2026** at 6:00 p.m. in the City Council Chamber of City Hall, 415 Diamond Street, Redondo Beach, California. The purpose of the public hearing is for the Housing Authority Board of Commissioners to review and discuss the Housing Authority's Annual Plan for FY 2026-2027.

This plan is required by the Department of Housing and Urban Development as a condition of continued funding for the Section 8 Program. The Plan sets forth the Housing Authority's strategy for operating the Section 8 Program.

PUBLIC COMMENT: Public testimony will be taken during the public hearing by eComment through the City's agenda webpage at https://redondo.legistar.com/Calendar.aspx. Specific instructions for eComment will be provided on the agenda when it is released at least 72 hours prior to the public hearing. EComments will be read out loud by City staff during the public hearing and are limited to 3 minutes (2200 characters) in length. Only one eComment per person.

To comment in-person during the meeting, the information on how to join the virtual meeting via internet will be provided on the meeting agenda cover when the agenda packet is released at least 72 hours prior to the public hearing.

For those who cannot participate during the public hearing, written comments for the Housing Authority 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, March 3, 2026 to allow time for distribution to the Commission as a Blue Folder item.

ADDITIONAL INFORMATION: The draft Housing Authority Annual Plan for FY 2026-2027 is available to view at the Housing Authority's website: www.redondo.org/housing or at the Housing Authority Office located at 1922 Artesia Boulevard, Redondo Beach, CA 90278. The office is open to the public Mondays through Thursdays from 9:00 a.m. to 2:00 p.m. If you have any questions, please call Imelda Delgado, Housing Manager, at (310) 697-3391.

The agenda packet with the administrative report and materials related to this matter will be available 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 March 3, 2026 Housing Authority meeting.

CITY OF REDONDO BEACH, CALIFORNIA
Eleanor Manzano
City Clerk of the City of Redondo Beach
Easy Reader Inc/Redondo Beach News/January 15, 2026/RD26-005

Administrative Report

Authority Action Date: March 3, 2026

To: **CHAIRMAN AND MEMBERS OF THE HOUSING AUTHORITY**

From: **ELIZABETH HAUSE, HOUSING ADMINISTRATOR**

Subject: **DISCUSSION REGARDING STATUS REPORT ON THE SECTION 8 PROGRAM**

RECOMMENDATION

Receive and file report on the Section 8 rental assistance program.

EXECUTIVE SUMMARY

The City of Redondo Beach Housing Authority (RBHA) receives federal funding from the U.S. Department of Housing and Urban Development (HUD) to administer the Housing Choice Voucher (Section 8) program. Section 8 is a rental assistance program that enables low-income families to live in decent, safe and sanitary, privately-owned housing. This report includes information regarding the RBHA's activity for the months of January, February, and March of 2026.

BACKGROUND

The RBHA is currently assisting approximately 406 households under the Section 8 program. Of those households, approximately 259 head of households are elderly and 181 head of households are disabled. Approximately 7 Section 8 participant families transferred to other jurisdictions under portability and are being administered by the receiving Housing Agencies. As part of the Section 8 program, there are 20 Project-Based Vouchers (PBV) at The Moonstone apartment complex.

Quarterly Spending

The Housing Authority received approximately $2,325,651 in Housing Assistance Payment (HAP) for the months of January, February, and March. This report was prepared in advance; therefore, the monthly expenditures are estimates and are subject to change. Section 8 expenditures for this quarter are as follows:

January	$715,047
February	$705,619
March	$699,258

Total Estimated Expenditures: $2,119,924

Special Purpose Voucher Programs

The RBHA administers the following special purpose programs which have separate funding allocations specifically to provide housing assistance to specific vulnerable populations:

- The Veterans Affairs Supportive Housing (VASH) are specifically for Veterans experiencing homelessness. The RBHA currently has 31 VASH participant families out of an allocation of 50. Approximately 1 VASH participant family transferred to other jurisdictions under portability and is being administered by the receiving Housing Agency.

- The Emergency Housing Voucher (EHV) program was funded by the American Rescue Plan Act of 2021 specifically for homeless families, at risk of homelessness, or fleeing domestic violence. The RBHA currently has 22 participant families under EHV rental assistance. Approximately 7 EHV participant families transferred to other jurisdictions under portability and are being administered by the receiving Housing Agencies. The EHV program is winding down sooner than originally planned due to the lack of HUD funding and the RBHA has a remaining budget authority to assist the 22 EHV participant families through May 31, 2026.

  However, on February 6, 2026, HUD issued a "get ready" notice to help Housing Agencies prepare for an adjustment in the EHV funding allocations. Based on validated reported data from 2025, HUD will allocate and reallocate EHV funds for CY 2026 based on demonstrated need. HUD plans to recapture unused service fees and reallocate those funds to address shortfalls. This is intended to help ensure that all EHV Housing Agencies will be able to keep families in the program through the end of CY 2026.

  HUD granted the RBHA regulatory waivers under 24 CFR 982.204 to allow the RBHA to place all EHV families on the Section 8 waiting list without requiring them to submit an application, and under CFR 982.206 to allow EHV families to be added to the Section 8 waiting list without public notice of opening or closing the waiting list. The RBHA is adding the current EHV participants on the Section 8 waiting list. Additionally, the two newly adopted local preferences will allow them to be prioritized for Section 8 rental assistance once funding becomes available.

- Foster Youth to Independence Initiative (FYI) vouchers provide housing assistance to young adults (18 to 24 years old) that have been in foster care. The administrative plan that includes the new policies for the FYI program was recently approved by this Board on January 13, 2026. Staff will add the new FYI grant funding to the budget during mid-year review prior to issuing FYI vouchers.

Waiting List

The RBHA waiting list established in 2015 continues to be closed to new applicants. There are approximately 953 applicants. Staff is mailing out interest letters to applicants each month in batches of 100. Those applicants that do not respond will be withdrawn from the waiting list. Due to the funding shortfall status, the RBHA has not pulled applicants from the waiting list since November of 2024.

The following statistics apply to the families on the waiting list:

Families with Children	485
Elderly Families	263
Families with Disabilities	437
Extremely Low Income	685
Very Low Income	222
Over Income Limit	46
Live or Work in Redondo Beach	2
Honorably Discharged Veterans	0
No Eligible Preferences	28

Funding Shortfall Updates

The RBHA was approved for HAP set-aside funding from HUD for CY2026 and was able to meet HAP obligations for the CY2025. The RBHA met with the HUD Shortfall Prevention Team and HUD Portfolio Management Specialist on February 23, 2026. The Shortfall Team had no meaningful updates to provide staff, as federal accounting and reconciliation is lagging, and the finalization of this effort is required before allowing for determination of the RBHA's shortfall status. The RBHA believes steps taken over the last several months has resulted in decreased HAP expenditures; staff believes the RBHA is very close to being out of shortfall. The RBHA will continue to administer measures to decrease HAP expenditures.

Previous Information Requested

- In response to the City of Redondo Beach Community Services Department Strategic Plan objective to explore options to secure funding to support family supportive housing, the RBHA has put in place preferences for Section 8 new admissions that include a preference for families. Families will receive the same selection priority as a one-person that is disabled and/or elderly.

- The RBHA policies and procedures for accepting Section 8 rental assistance applications are currently under revision as directed by the Board on December 2, 2025. The proposed updates will outline that a new waiting list is to be established and purged every year.

  New applications will be accepted annually, the sufficient number of applicants will be selected from that waiting list to achieve and/or maintain HUD required lease-up rates throughout the year, then the entire waiting list will be purged after twelve months. The changes require a revision of the RBHA Administrative Plan, a 45-day public notice and comment period, Resident Advisory Board review, and a public hearing. Staff is projecting the revision to be completed by the next regular scheduled Housing Authority Meeting in June 2026.

- The Redondo Beach Housing Authority Board, at its most recent meeting, asked staff to identify and provide the number of Affordable Housing Units for rent in the City of Redondo Beach. The RBHA has the following files in possession:

    - 29 owner occupied condominiums at three separate sites.

    - 3 apartment complexes at three separate sites with 421 total units.
        - 118 of those under Housing Assistance Payment Contract (Section 8).

Staff recently retained Keyser Marston and Associates (KMA) to evaluate the City's affordable housing monitoring needs and processes. Monitoring of affordable housing units is separate from the Section 8 Program, and staff whose salaries are fully funded through Section 8 funds are not permitted to perform affordable housing monitoring activities.

The Housing Division is therefore exploring whether a staffing restructure would allow for the inclusion of affordable housing monitoring responsibilities, contingent upon identifying funding sources to fully offset associated salary costs. As part of this effort, KMA is assisting staff in assessing workload, structure, and potential funding mechanisms. KMA has already identified possible fee adjustments that could help support the necessary salary offsets. Staff will update the RBHA Board as this evaluation progresses.

COORDINATION

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

FISCAL IMPACT

Preparation of this report is part of the Department's annual work plan and operating budget. There is no additional fiscal impact.

Submitted by:
Elizabeth Hause, Housing Administrator

Approved for forwarding by:
Mike Witzansky, City Manager

Attachments: None.

Administrative Report

F.2., **File #** 26-0251 **Meeting Date:** 3/3/2026

TITLE

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

AGENDA
REGULAR MEETING
REDONDO BEACH COMMUNITY FINANCING AUTHORITY
TUESDAY, MARCH 3, 2026 - 6:00 P.M.
REDONDO BEACH CITY COUNCIL CHAMBERS
415 DIAMOND STREET

The Community Financing Authority, a joint powers authority was formed on January 31, 2012, for the purpose of assisting in providing financing, for purposes which are authorized by law and which could finance, lease, own, operate and maintain public capital improvements for any of its members, or to be owned by any of its members.

CALL MEETING TO ORDER

ROLL CALL

A. APPROVAL OF ORDER OF AGENDA

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B1. BLUE FOLDER ITEMS

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

C. CONSENT CALENDAR

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

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of March 3, 2026.

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

C3. APPROVAL OF MINUTES

a. Regular Meeting of February 3, 2026.

C4. APPROVAL OF CHECK NUMBERS 000579-000580 IN THE AMOUNT OF $3,222.12.

D. EXCLUDED CONSENT CALENDAR ITEMS

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

F. EX PARTE COMMUNICATIONS

G. PUBLIC HEARINGS

H. OLD BUSINESS

I. NEW BUSINESS

J. MEMBERS ITEMS AND REFERRALS TO STAFF

K. ADJOURNMENT

The next meeting of the Redondo Beach Community Financing Authority will be a regular meeting to be held at 6:00 p.m. on Tuesday, April 7, 2026, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant of this meeting you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (310) 318-0656 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis. An Agenda Packet is available 24 hours a day at www.redondo.org under the City Clerk and during City Hall hours. Agenda Packets are also available for review in the Office of the City Clerk.

Any writings or documents provided to a majority of the members of the Authority regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter at City Hall located at 415 Diamond Street during normal business hours

REDONDO BEACH

City Clerk
415 Diamond Street
Redondo Beach CA 90277

Tel: 310.318.0656

Redondo.org

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

AFFIDAVIT OF POSTING

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

Legislative Body	Community Financing Authority
Posting Type	Regular Meeting Agenda
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers
Meeting Date & Time	March 3, 2026 6:00 p.m. Open Session

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

Eleanor Manzano, City Clerk
Redondo Beach Community Financing Authority

Date: February 27, 2026

MOTION TO READ BY TITLE ONLY

and waive further reading of all

Ordinances and Resolutions on the Agenda.

Recommendation - Approve

REGULAR MEETING OF THE REDONDO BEACH COMMUNITY FINANCING AUTHORITY

CALL MEETING TO ORDER

Chair Light called a Regular Meeting of the Redondo Beach Community Financing Authority (RBCFA) to order at 6:34 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

ROLL CALL

RBCFA Members Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Chair Light
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Stephanie Meyer, Finance Director

A. APPROVAL OF ORDER OF AGENDA

Motion by Member Kaluderovic, seconded by Member Castle, to approve the order of the agenda as presented.

Motion carried 5-0 by voice vote.

B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION - None

B.1. BLUE FOLDER ITEMS – None

C. CONSENT CALENDAR

C1. APPROVAL OF AFFIDAVIT OF POSTING for the Regular Community Financing Authority meeting of February 3, 2026.

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

C3. APPROVAL OF MINUTES a. Regular Meeting of January 6, 2026.

C4. Pulled by Chairman Light for further explanation.

Motion by Member Waller, seconded by Member Kaluderovic, to approve items C.1 through C.3 and excluding item C.4 on the Consent Calendar.

Chair Light invited public comments.

City Clerk Manzano reported no eComments and no one online.

Motion carried 5-0 by voice vote.

D. EXCLUDED CONSENT CALENDAR ITEMS – None

C4. APPROVAL OF CHECK NUMBERS 000577-000578 IN THE AMOUNT OF $243,449.10.

Chair Light commented that it is a larger amount than they are used to seeing for the CFA so he just wanted some explanation.

Finance Director Meyer reported that they are year-end transactions, one check is reimbursement for overhead costs that the City did not reimburse throughout the year, and the second larger check represents the rental income for Kincaid's for the year, net of expenses, which they transfer back every year to the Harbor Tidelands Fund.

Chair Light asked if they should expect them every year and Director Meyer responded yes.

Motion by Member Kaluderovic, seconded by Member Waller, to approve C.4.

Chair Light invited public comments.

City Clerk Manzano reported no eComments and no one online.

Motion carried 5-0 by voice vote.

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Chair Light asked if anyone from the public wanted to comment on Non-Agenda Items.

City Clerk Manzano reported no one online and no eComments.

F. EX PARTE COMMUNICATIONS - None

G. PUBLIC HEARINGS - None

H. OLD BUSINESS - None

I. NEW BUSINESS - None

J. MEMBERS ITEMS AND REFERRALS TO STAFF - None

K. ADJOURNMENT – 6:37 P.M.

There being no further business to come before the Redondo Beach Community Financing Authority, Member Castle motioned, seconded by Member Kaluderovic, to adjourn the meeting at 6:37 p.m.

Motion carried 5-0 by voice vote.

The next meeting of the Redondo Beach Community Financing Authority will be a Regular Meeting to be held at 6:00 p.m. on Tuesday, March 3, 2026, in the Redondo Beach City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

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

Respectfully submitted,

_____

Stephanie Meyer
Finance Director

Administrative Report

Authority Action Date: March 3, 2026

To: **CHAIRMAN & MEMBERS OF THE COMMUNITY FINANCING AUTHORITY**

From: **STEPHANIE MEYER, FINANCE DIRECTOR**

Subject: **CHECK APPROVAL**

RECOMMENDATION

Approve check numbers 000579-000580 in the total amount of $3,222.12.

EXECUTIVE SUMMARY

The attached Summary Check Register lists check 000579 in the amount of $1,949.23 and 000580 in the amount of $1,272.89 for a total amount of $3,222.12 to reimburse the City for expenses paid by the City on behalf of the Community Financing Authority.

BACKGROUND

The Redondo Beach Public Financing Authority ("PFA"), a joint powers authority, was formed on June 25, 1996, to provide financing for capital improvement projects. The former Redevelopment Agency of the City Redondo Beach, now known as the Successor Agency ("Agency"), joined with the City to form the PFA. The PFA operated rental property and issued bonds to provide funds for public capital improvements. The PFA has the same governing board as the City, which also performs all accounting and administrative functions for the PFA. With the elimination of the City's Redevelopment Agency, the Public Financing Authority has been renamed the Community Financing Authority ("CFA").

In 1997, the City leased the Pier pad known as 500 Fisherman's Wharf to the PFA. The PFA leased the site and acts as building owner and landlord to its tenant, RUI One Corp. ("RUI" dba Kincaid's). In negotiating the lease, the City was to own the building, but did not have the funding available to build the building. RUI had the ability to build the restaurant building at a lower cost than the City, and the PFA was able to obtain a loan to purchase the building. Thus, RUI built the restaurant building and the PFA utilized loan funds to purchase the building from RUI at completion.

Per the lease agreement, the City is responsible for the cost of monthly service costs for water, sewer, and trash; possessory interest taxes; common area expenses as defined; and the repairs to the structural portions of the Building. On a monthly basis, the City is reimbursed for such expenses by the CFA.

Payments to the City of Redondo Beach on check numbers 000579 and 000580 are for the water utility bills for December 2025 ($1,949.23) and January 2026 ($1,272.89), respectively.

COORDINATION

Disbursement of the checks will be coordinated with Financial Services.

FISCAL IMPACT

Check number 000579 to 000580 total $3,222.12.

Submitted by:
Stephanie Meyer, Finance Director

Approved for forwarding by:
Mike Witzansky, City Manager

Attachment:

- Summary Check Register

COMMUNITY FINANCING AUTHORITY
Summary Check Register

DATE	CHECK NO		AMOUNT	PAYEE	DESCRIPTION
03/03/26	000579	$	1,949.23	City of Redondo Beach	Reimbursement (Water Utility)-December 2025
03/03/26	000580	$	1,272.89	City of Redondo Beach	Reimbursement (Water Utility)-January 2026
		$	**3,222.12**		

Administrative Report

G.1., **File #** 26-0278 **Meeting Date:** 3/3/2026

TITLE

For Blue Folder Documents Approved at the City Council Meeting

Administrative Report

H.1., **File #** 26-0279 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF MARCH 3, 2026

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council	
Posting Type	Adjourned & Regular Agenda	
Posting Locations	415 Diamond Street, Redondo Beach, CA 90277 ✓ Adjacent to Council Chambers	
Meeting Date & Time	March 3, 2026	4:30 p.m. Closed Session 6:00 p.m. Open Session

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

Eleanor Manzano, City Clerk

Date: February 27, 2026

Administrative Report

H.2., **File #** 26-0193 **Meeting Date:** 3/3/2026

TITLE

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

Administrative Report

H.3., **File #** 26-0167 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

A. FEBRUARY 3, 2026 ADJOURNED AND REGULAR MEETING
B. FEBRUARY 10, 2026 ADJOURNED AND REGULAR MEETING

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk

Minutes
Redondo Beach City Council
Tuesday, February 3, 2026
Closed Session – Adjourned Regular Meeting 4:30 p.m.
Open Session – Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

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

B. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Behrendt, Mayor Light
Councilmembers Absent:	Obagi
Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney Emily Bodkin, Administrative Specialist/Liaison Mathew Silver, Program Coordinator

C. SALUTE TO THE FLAG AND INVOCATION - None

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS - None

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

Liaison Bodkin reported no eComments and no Zoom attendees.

F. RECESS TO CLOSED SESSION – 4:34 P.M.

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

Name of case:
Matthew Ralston v. City of Redondo Beach, Officer Warren, and Doe Officers 1-10
Case Number: 26STCV00512

F.2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session

is authorized by the Government Code Section 54956.8.

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

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

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Community Services Director
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon (portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

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

UNDER NEGOTIATION:
Price and Terms

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Community Services Director
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot
(portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of King Harbor turn basin and hand launch

NEGOTIATING PARTIES:
Adam Brzyski, Game On Live Studio, Water Polo Program Coordinator

UNDER NEGOTIATION:
Price and Terms

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

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

PROPERTY:
230 Portofino Way, Redondo Beach, CA 90277
(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:
John Warner, Marine Mammal Care Center Los Angeles, a non-profit corporation

UNDER NEGOTIATION:
Terms

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:
New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: B336042

Liaison Bodkin read titles to be discussed at Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, Human Resources Director Diane Strickfaden, W.E.D. Director Greg Kapovich, W.E.D. Manager Katherine Buck, Community Services Director Elizabeth Hause, Community Development Director Marc Wiener, Outside Legal Counsel Peter Pierce, and Outside Legal Counsel Diana Veret.

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to recess to Closed Session at 4:33 p.m.

Motion carried 4-0-1 by voice vote. Councilmember Obagi was absent.

G. RECONVENE TO OPEN SESSION

Mayor Light reconvened to Open Session at 6:04 p.m.

H. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney

Mayor Light reported that Councilmember Obagi showed up at 4:48 for Closed Session.

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky reported that Outside Legal Counsel John Goetz joined for F.5 and that they will continue F.2, F.3, and F.4, which will become R.2, R.3, and R.4, after the Open Session; stated that Council unanimously authorized the City Attorney to defend the City in the matter for F.1.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Kaluderovic, seconded by Councilmember Castle, to adjourn to the Open Session at 6:06 p.m.

Motion carried 5-0 by voice vote.

6:00 PM – OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:06 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited veterans and active-duty military to stand and be recognized for their service.

Nira, 5th grader at Beryl Heights Elementary School, led in the Pledge of Allegiance.

Mayor Light asked all to remain standing for a moment of silent invocation.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/AB 1234 TRAVEL

D.1. CITY CLERK ELEANOR MANZANO TO ADMINISTER OATH OF OFFICE TO NEW SENIOR DEPUTY CITY PROSECUTOR RICHARD JOSEFSON

Mayor Light moved item D.2 before D.1.

City Clerk Manzano announced she was there to administer the Oath of Office to the new Senior Deputy City Prosecutor Richard Josefson; asked him to raise his right hand and administered the oath.

Richard Josefson thanked both Joy and Sydne for taking a chance on him; thanked his wife and mom for all they have done for him.

D.2. MAYOR'S PROCLAMATION OF FEBRUARY 2026 AS BLACK HISTORY MONTH

Mayor Light chose to do the proclamation for Black History Month before D.1.

Mayor Light announced the month of February as Black History Month; invited Dr. Marcus "Goodie" Goodloe and Councilmember Castle to the podium; stated that Dr. Goodloe is a Compton, CA native, nationally respected as a professional in leadership development, and has worked closely with the City of Redondo Beach leadership, team, and PD; reported that he is a Martin Luther King scholar, author, pastor, and educator and is widely recognized for fostering meaningful dialog, ethical leadership, and stronger relationships between law enforcement and the community; stated that the theme for this year's National Black History Month is a Century of Black History Commemorations and marks

the 100th anniversary of Dr. Carter G. Woodson's launch of Negro History Week in 1926; stated the City proudly recognizes the black leaders, educators, artists, business owners, and community advocates whose contributions strengthen and enrich their community; encouraged all residents to participate in education programs, cultural events, and meaningful conversations throughout the month; gave a brief shout out to Renee Michel for writing all his speeches and reported he was going to go off script; spoke about the need to keep celebrating Black History Month and MLK, noted that they have had recent incidents of white supremacy, and that the need to remind people that we still need to do better is not done; stated that he chose Dr. Goodloe to come that evening because he went to the public MLK celebration at the Surf Club that Dr. Goodloe put together and led and he was so moved by it that he wanted nobody else and commented that he would like to work with him more on what they could do to make a better place for everybody; proclaimed, on behalf of the City of Redondo Beach and the City Council, February 2026 as Black History Month in the City of Redondo Beach and presented Dr. Goodloe with the proclamation.

Dr. Goodloe accepted the proclamation on behalf of the legion of men and women, including his mom, Mary Forney Wagner, who have done so much for a country that often did not love them as much; stated from science to mathematics, engineering, literature, education, athletics, entertainment, music, politics and faith there is no aspect of American society and history that African Americans have not influenced; named several historical moments in time that African Americans have been instrumental in shaping America into a more perfect union, doing what was required in more moments when the nation was marred by conflict, chaos, and confusion; spoke of the African American term Sankofa, which describes a bird with its head facing backwards while its feet are moving forward to embody the idea of looking back while moving forward and compared that to African American History Month commemorating past contributions while urging people to move forward; stressed that we need human decency and that this moment in time calls for peacemakers, including those charged with protecting and serving, exercise restraint and de-escalation of violence, for elected officials to serve their citizens and uphold their oath to preserve, protect, and defend the Constitution and for citizens to protest peacefully; believed the nation's moral character is being tested at this moment and at a minimum it requires seeking justice, loving mercy, and walking humbly with God; thanked the Mayor and City Council for their hospitality and acknowledging the important month.

Mayor Light moved back to item D.1.

Mayor Light continued with item D; reported he had a travel report, he went to the US Mayors' Conference last week from Tuesday through Friday; spoke of meeting other mayors from around the country, found they all have similar problems, and they were able discuss their solutions and perspectives on them; reported talking with industry partners, meeting Senators Padilla and Schiff and Congressman Liu's staff; stated that he is already implementing ideas he brought back from the conference, they have set up a meeting with Google to talk about AI, and they have another company coming in to discuss some cost effective and cost earning backup power systems for the future that

they don't have to pay anything into and may help them with the new Police and Fire facilities; reported attending the dedication of the Sea Chatter Mural along Catalina and the Public Works Yard the day before, and before flying out to the US Mayors' Conference attended the official ribbon cutting on the White Sea Bass Grow-Out Facility at the Harbor.

Councilmember Waller reported attending the League of California Cities Mayor and Councilmembers Academy in Sacramento two weeks ago; spoke of the various sessions he attended during the event; announced that he was appointed by the President of League of California Cities to be a representative on the Housing, Community and Economic Development Committee which met on the last day of the event; attended the Sea Bass Pen ribbon cutting and the Sea Chatter Mural dedication the day before; stated he would be attending the Clean Power Alliance Board of Directors meeting on Thursday; announced Keep the Esplanade Beautiful would hold their first sweep of the year on Saturday, and that Sunday would be the 48th Annual Super Bowl 5K/10K Run/Walk event, and that he would hold his Community Meeting on Saturday, February 14th at the Alta Vista Community Center.

Councilmember Castle reported that he would be attending the Chamber of Commerce Super Bowl 10K and starting the 5K that Sunday; attended the White Sea Bass Pen ribbon cutting and the Sea Chatter Mural dedication; reported two ribbon cuttings over the past week for Body Rock Pilates and Urban Edge Café.

Councilmember Kaluderovic reported attending the Metro Board Meeting and it was a unanimous decision that the alignment for the C-Line extension to Torrance would go down Hawthorne Blvd. and not down the ROW; spoke about the joint Community Meeting that Councilmember Obagi and she had, noted it was well attending; reported that Mr. Bakaly from BCHD provided an update on some proposed development ideas happening on the campus and other good discussions were had.

Councilmember Obagi thanked some Lawndale residents who fought alongside them for the Hawthorne Blvd. option for the alignment of the C-Line extension to Torrance; stated they were the strongest advocates he has seen locally and named John and Chelsea Schreiber, Ray Holler, and Joshua Perkey; recognized Niki Negrete-Mitchell, Holly Osborne, Wayne Craig, and Mayor Light for their contributions; stated that although the directors of South Bay Cities Council of Governments stayed neutral in alignment, they did register the disagreement over the use of the ROW and also thanked the cities of Hawthorne and Hermosa Beach for their partnership; stated that Bill Brand told him that he had to fight for the Hawthorne option and that he had to go to Niki Negrete-Mitchell's house to see how close the train would be to her house; thanked former Councilmembers Nehrenheim and Loewenstein for the roles they played in the fight and the current Council for their unanimous support, with the exception of Councilmember Behrendt who was recused; thanked the City Attorney, City Manager Witzansky, Luke Smude, and Councilmember Kaluderovic for all their contributions to the cause.

Councilmember Behrendt announced that Councilmember Obagi and him would be having a joint Community Meeting on February 23rd at 6:00 p.m. at the Redondo Beach

Performing Arts Center; reported that the guest speaker would be Police Chief Sprengel who will be presenting his priorities for the Police Department and City; invited everyone to join the meeting.

Mayor Light shared that he received a bunch of handmade cards from the Parras Middle School students and stated it is one of the biggest rewards one can get as a public servant.

Councilmember Obagi went back to item D at 6:38 p.m.; stated that he forgot to thank the greatest power in the Hawthorne option which was Supervisor Mitchell; explained that Supervisor Mitchell made the motion to direct the train down Hawthorne Blvd.; thanked Mayor Butts for being the City's representative on the Metro Board as well as Directors DuPont-Walker and Sandoval who seconded the motion.

E. APPROVE ORDER OF AGENDA

Mayor Light stated they would be moving item N.1 to before item H (Consent Calendar) because they had people from the Council of Governments there to speak.

Motion by Councilmember Kaluderovic, seconded by Councilmember Behrendt, to move N.1 before Consent Calendar.

Motion carried 5-0 by voice vote.

F. AGENCY RECESS

F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

Motion by Councilmember Castle, seconded by Councilmember Waller, to recess to the Regular Meeting of the Community Financing Authority at 6:34 p.m.

Motion carried 5-0 by voice vote.

RECONVENE TO REGULAR MEETING FROM AGENCY MEETING – 6:38 P.M.

ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager

Joy Ford, City Attorney

Councilmember Obagi asked to go back to item D.

G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

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

City Clerk Manzano reported one Blue Folder item for J.1.

Motion by Councilmember Waller, seconded by Councilmember Castle, to receive and file the Blue Folder item.

Motion carried 5-0 by voice vote.

Mayor Light moved to item N.1.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF FEBRUARY 3, 2026

CONTACT: ELEANOR MANZANO, CITY CLERK

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

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

A. DECEMBER 16, 2025 ADJOURNED AND REGULAR MEETING
B. JANUARY 6, 2026 ADJOURNED AND REGULAR MEETING
C. JANUARY 13, 2026 ADJOURNED AND REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS

CHECKS 30525-30537, $17,258.64, PD. 1/30/26
DIRECT DEPOSIT 306745-307371, $2,352,447.80, PD.1/30/26
EFT/ACH $10,968.52, PD. 1/2/26 (PP2601)
EFT/ACH $10,835.18, PD. 1/16/26 (PP2602)
EFT/ACH $472,387.79, PD. 1/26/26 (PP2601)
VOID DIRECT DEPOSIT CHECK 306492 (REPLACED WITH LIVE CHECK 30525): ($2,295.18)

ACCOUNTS PAYABLE DEMANDS
CHECKS 123288-123445 IN THE AMOUNT OF $1,395,799.98
EFT CALPERS MEDICAL INSURANCE $568,249.21
DIRECT DEPOSIT 100010154-100010239 IN THE AMOUNT OF $107,009.91, PD.1/30/26

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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

1. **APPROVE AN AGREEMENT WITH MAXIMUS US SERVICES, INC. FOR PREPARATION OF THE CITY'S ANNUAL INTERNAL COST ALLOCATION PLAN IN AN AMOUNT NOT TO EXCEED $20,000 FOR THE TERM FEBRUARY 3, 2026 TO DECEMBER 31, 2026**

   CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

H.6. APPROVE ADDENDUM NO. 2 TO TRANSFER AGREEMENT NO. 2022RPSSMB02 BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF REDONDO BEACH AND AUTHORIZE THE CITY MANAGER, OR HIS DESIGNEE, TO CONDUCT ALL RELATED NEGOTIATIONS, EXECUTE AND SUBMIT ALL DOCUMENTS, INCLUDING BUT NOT LIMITED TO APPLICATIONS, AGREEMENTS, PAYMENT REQUESTS, AND ANY OTHER GRANT-REQUIRED CORRESPONDENCE WHICH MAY BE NECESSARY FOR COMPLETION OF THE FULTON PLAYFIELD MULTI-BENEFIT INFILTRATION PROJECT, JOB NO. 60280, FUNDED AS PART OF THE DISTRICT'S SAFE CLEAN WATER PROGRAM

CONTACT: ANDREW WINJE, PUBLIC WORKS DIRECTOR

H.7. RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO $25,000

CONTACT: JOY A. FORD, CITY ATTORNEY

H.8. ADOPT BY TITLE ONLY RESOLUTION NO CC-2602-006, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION FROM JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

H.9. ADOPT BY TITLE ONLY RESOLUTION NO CC-2602-007, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA,

ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION - POLICE MANAGEMENT UNIT FROM JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

CONTACT: DIANE STRICKFADEN, DIRECTOR OF HUMAN RESOURCES

Motion by Councilmember Obagi, seconded by Councilmember Behrendt, to approve the Consent Calendar as written.

Mayor Light invited public comments.

City Clerk Manzano reported no eComments and no one online.

Motion carried 5-0 by voice vote.

City Clerk Manzano read title to item H.8, adopt by title only Resolution No. CC-2602-006, and item H.9, adopt by title only Resolution No. CC-2602-007.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Pamela Verrinder stated she was there to talk about a fence ordinance for dangerous dogs; reported that the same dog she spoke about before, two and a half years ago, jumped over the fence and bit a man on Saturday; stated that the Police responded and her brother informed them that she had witnessed it so they told him they would go to her for a statement but they did not; spoke about tracking down the victim via social media to let him know she had witnessed it, that they did connect and recounted the incident, and that he does have injuries that require more treatment; mentioned that the videos have been provided to the Police and she doesn't know what to do because it has been going on for years; noted that the owners refuse to do anything and are being negligent and that she just wants it on record so that is why she is there that evening.

Mayor Light asked her to send him an email with the details of the incident and the address of where it took place.

Niki Negrete-Mitchell, District 3, wanted to thank several people for their part in getting the Hawthorne Blvd. alignment approved which included: Councilmember Obagi, Councilmember Kaluderovic, Mayor Light, Bill Brand, Mike Witzansky, Joy Ford, and Luke Smude; mentioned John and Chelsea Schreiber had a great campaign and research contributors were: herself, Holly Osborne, Kevin Mitchell, Bill Hall, Matt Lewis, Barry and Pam Ogle and canvassers were: Jan Kurth, Kevin Mitchell, herself, Jeep Suddeth, Doug Boswell, Monica Olmos, Jennifer Dodge, Jill Love, and April Cuppy; thanked Janice Hahn

for doing the motion with Supervisor Mitchell; asked that they as a City be involved in dialog with them about it and participate so they can have a say in what happens for the future.

Mayor Light recognized her for all she did to make it happen.

Colleen Villegas stated on behalf of Lawndale she wanted to publicly thank Redondo Beach for their support of the Hawthorne Blvd alignment instead of the Metro right-of-way.

Wayne Craig, District 1, spoke of the Metro decision to move the rail line along Hawthorne being the act of residents organizing and refusing to accept a harmful route through their neighborhoods; stated that it unified the community and also Redondo and Lawndale; mentioned that although they deserve a pat on the back they still need to have it built and approved; spoke about the need to bring the people back on board that had objections to it because he feels everyone does have the common goal of having the rail built; noted that there are a lot of things that need to be done to make it happen on Hawthorne Blvd.; suggested that an option would be to push for construction on the lower section from 190th down to Torrance to be started first since there is no debate on that location and then work on the details for the other connections; referenced the joint meeting that Councilmembers Obagi and Kaluderovic had mentioned that Caltrans will be giving some control back to Torrance and Redondo for parts of Hawthorne Blvd which may cause issues if Torrance doesn't cooperate with them; urged that the City push to keep the project going; commented that he is really glad that everyone worked together to make it happen.

Holly Osbourne, District 5, stated in 2018 she noticed a lot of conflicts with the diagrams that Metro was presenting and said she told people at a meeting downtown, in 2018, that they were being deceived; spoke of doing measurements and stated people should trust but verify; stated that mathematical errors enrage her and not speaking the truth enrages her; said that she is grateful and that Councilmember Obagi summed it up with what Mayor Butts and Holly Mitchell said about quality of life.

Jeep Suddeth referenced the election of 2017 results changed the direction of the City in a positive significant way and he hasn't felt that good about coming into the Council Chambers until that evening and felt the event at the Metro HQ is another case where something significant has happened; stated he felt the effort to deflect the direction was futile but noted because of the wonderful work of Holly, Nikki, Kevn, Chelsea and John Schreiber that things actually got turned; commented that the unanimous vote to support Metro and Hawthorne Blvd that happened in this Chamber is an example of the Councilmembers doing the right thing without being sure of the ultimate effect of their actions.

Mark Nelson (via Zoom) said he was impressed with what the ROW folks did and understood the battle to have agency spending your own money against you and felt they did a great job; wanted to discuss the Blue Folder item and mentioned that several people

are documenting the “as is” condition of the Beach Cities Campus; noted that when the four 1.25 spot up zoning went through the Council asked the City Manager and the Planning Director to draft some protective zoning restrictions; stated that Beach Cities has hired the same lawyer that handled AES so the City needs to have things on record so that they don’t have to worry when litigation occurs; referenced information given in the Blue Folder item and stated if they contrast that with the winning bid that Beach Cities got from Mar Ventures they would find they want to put 60 foot buildings on the edge of the lot and they don’t really know anything about the buildings that would be there and reported that he forwarded that information to the City Manager; said the neighborhoods have bought the data they need to again show that several hundred million dollars have been lost due to the proximity to Beach Cities and, if they get a worse outcome than what is on that site now, the City will lose even more money and have negative health impacts.

City Clerk Manzano reported one eComment and announced one more speaker.

Carissa Robinson (via Zoom), District 3, congratulated the City and residents on Metro’s decision to move forward with the C-Line along Hawthorne; stated she was excited that the Dominguez Park Playground was competed and opened but disappointed and confused to learn that LA County ordered it closed shortly after the grand opening due to safety and health clearance requirements related to the site’s landfill history; reported that she witnesses people pushing the fence aside and using the playground daily, stated that she notified the D3 Councilperson in March of 2025 of it happening, and questioned the enforcement of the closure; voiced her confusion over the grand opening, to the quick closure, combined with the reality of people using it and said it raises questions for a lot of families; asked that the City provide some clarity especially on why the playground was opened to the public before final County clearance was in place, what specific steps are still required for County approval, what environmental testing or monitoring has been completed, what the City’s current expectations are for reopening, and a summary of the total project costs; said her intention is simply to understand and make sure the residents are getting accurate information.

City Clerk Manzano reported that concluded the public comments.

Motion by Councilmember Behrendt, seconded by Councilmember Castle, to take a 10-minute break at 8:10 p.m.

Motion carried 5-0 by voice vote.

RECONVENE TO REGULAR MEETING FROM RECESS – 8:21 P.M.

ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None

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

K. EX PARTE COMMUNICATIONS - None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION – None

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING THE FORMATION OF A SOUTH BAY REGIONAL HOUSING TRUST FUND (SBRHT) DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF THE FIFTH AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) TO ALLOW THE CITY OF LOS ANGELES TO DESIGNATE A NON-ELECTED ALTERNATE REPRESENTATIVE TO THE SBCCOG GOVERNING BOARD

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

Jane Chung, Assistant to the City Manager, introduced the item and reported that Jacki Bacharach, Executive Director of the SBCCOG, would also be providing a separate presentation on the South Bay Regional Housing Trust Fund and joined by Kevin Umana, Housing Project Coordinator with SBCCOG, and Adam Eliason with Civic Home; provided an outline of the topics they would cover in the presentation: South Bay Regional Housing Trust Fund (SBRHT), Legal Concerns, Fifth Amendment & Restated Joint Powers Agreement (JPA), and staff's recommendations for City Council.

Jacki Bacharach announced that Inglewood agreed to join the Housing Trust and pass the JPA; stated that the need four cities to make the Housing Trust a reality and currently have two cities that passed the JPA and one city that has approved joining but has not passed the document yet; reported that they are getting enough money from LACAHSA to provide the admin fees for the Housing Trust so they are not anticipating any City contribution to join the Housing Trust for the first year; introduced Kevin Umana.

Kevin Umana stated, in 2024, LA County voters passed Measure A which is a half sales tax increase to fund homeless and affordable housing services; reported that is projected to bring about $1 billion a year and does not sunset and that a portion of that funding goes to an county agency called Los Angeles County Affordable Housing Solutions Agency or LACAHSA; stated that LACAHSA provides funding to eligible jurisdictions like the SBCCOG to provide homeless prevention assistance and also affordable housing production, preservation, and ownership activities; showed a slide that broke down the mandated funds meant for affordable housing; emphasized that the funds must be used 100% towards affordable housing; explained that San Gabriel Valley (SGV) and Gateway

Cities Council of Governments both formed housing trusts and, in 2025, when LACAHSA was formed both their Housing Trusts were able to incorporate LACAHSA's funds into their trusts; stated that since the SBCCOG has never invested in affordable housing they are not set up to maximize LACAHSA's portfolio activity so the question for them is should they continue to do it in the COG where they are limited, or should they utilize LACAHSA funds in a housing trust where it can be maximized; went over the Housing Trust structure which stated no dues for the first year and the future Housing Trust Board would decide if there will be dues after the first year; reported that currently the SBCCOG is limited to only providing grants to new projects and provide rental and operating subsidies to existing projects; showed a list of activities that they cannot currently provide but explained it's possible to do all of those activities with a Housing Trust; stated that grants are not favorable to affordable housing developers because they create a tax liability and when developers apply for federal tax credits the projects reduce and weaken the application; reported that the SGV Housing Trust has generated over $230,000 a year in interest and loan fee revenue and commented that currently they cannot do the same since they do not have a Housing Trust; stated if the City does not want to develop affordable housing they could still participate in LACAHSA's PPO Funds and Housing Trust for preservation of existing affordable housing, master leasing rent and operating subsidies, first time homebuyer assistance programs, and income verification of existing low income housing.

Mayor Light asked if acquiring an existing building and refurbishing it as affordable housing or subsidized housing would apply.

Councilmember Kaluderovic added that the City needs family housing so the City has thought about purchasing an apartment building, refurbishing it, and having that be 100% affordable, dedicated to family housing.

Kevin Umana responded that it would apply to that scenario; continued the presentation which went into Naturally Occurring Affordable Housing (NOAH); spoke about Gardena having an 81 unit apartment building listed with below market rents, explained that Housing Trust can intervene and prevent investors from buying buildings and increasing rents and preserve units for affordable housing and refurbishment; spoke of private equity firms buying single family homes and increasing rents and creating unaffordable communities for residents and said ideally Housing Trust would intervene in those markets by purchasing the homes.

Councilmember Behrendt asked if the Housing Trust would intervene in those markets and purchase homes at the market rate and then subsidize lower rates.

Adam Eliason stated that the Trust is a financing entity that partners with various local developers to effectuate some of the activities and those developers are buying properties, but the financing comes from them with low deferred loan payments, and when that project gets recapitalized money comes back which they revolve back out to another project; reported that their JPA document mandates that no project can move forward with financing from the Trust unless the city approves the project in the community.

Some discussion followed.

Kevin Umana continued the presentation; showed information that provided data that no city is immune to financial stress; pointed out that in 2024 Redondo Beach faced 106 eviction filings and that the need for 100% affordable housing has never been greater; showed evidence that it is difficult to build a natural pipeline of affordable housing without a Housing Trust but that SGB Housing Trust has built a pipeline of 875 units; wrapped up his presentation by stating the question is should they continue to limit what the COG can do or should they form a Housing Trust where the LACAHSA funding opportunities and activities could be maximized.

Jacki Bacharach stated that the actual JPA and the organization would be the conduit to which the City would be able to do the flexible funding and provide technical assistance; explained that the governing board would be made up of one member from each member city and two Trust board members would have to be housing experts and those experts are chosen by the City Managers; spoke about how staffs operate in other regions and that some of the work is contracted out; stated that the legislation that forms the Housing Trust requires an advisory committee.

Mayor Light asked for clarification regarding the two board members and how they are chosen.

Jacki Bacharach provided a slide with information on the Trust Formation and Implementation Goals which had seven items and briefly mentioned them; stated that their Trust is a little different because it was formed under legislation; reported that they currently have four cities but that they don't have all the signed JPAs yet and the effective date of the JPA is the date of approval of the fourth city to join the Trust; commented that she needs to look into the legal language to find out if she needs all the signed agreements or not; provided a slide with the Limitation on Powers and emphasized that the Trust cannot do anything that the City in which the property is in doesn't approve of and are only there to assist, not override local control; reinstated who the board consists of but also that withdrawal can be done at any time with a 90 day notice prior to the end of a fiscal year and with payment of administrative fees (which they do not currently have); reported that their goal is not to start right when they have four cities but when they have the maximum number of cities for the JPA; said she has explained to city managers and the Board that they have given a deadline of March 31st to make a decision and designate a delegate or member for their city; said she anticipates the first meeting to be held on April 23rd at 4:00 p.m. where a Chair will be elected and other formation matters will take place; said that for the first couple of meetings she would like to schedule study sessions where they cover things that the Trust will need to be addressing and how they can all learn together.

Mayor Light commented that the elected officials appointed to the Board would not be able to handle day-to-day stuff and asked how the day-to-day administration would be funded.

Jacki Bacharach stated that the administration would be staffed at the COG and they will probably contract with specialized firms which will be decided by the Trust Board; spoke of an amendment that Senator Allen put together that would allow for a non-elected alternate chosen by the city to be placed on the Board.

Mayor Light asked if the contractor hired to administer would be paid through the $7.3 million.

Jacki Bacharach responded yes, they have money for administration and they are also getting from LACAHSA administrative and technical assistance money that should cover it.

More discussion followed.

Councilmember Kaluderovic spoke of the City's current affordable housing situation and that they are trying to figure out ways to manage it and wondered if the COG has a tool that could help them do that as part of the Housing Trust assistance.

Jacki Bacharach stated that the Housing Trust could assist with income verification but her understanding is that they can only help with the administrative burden if the building was built with LACAHSA funds and stated she would like to argue that point; felt that they would be able to do it less expensively for the whole region because they will need that for the LACAHSA funded project.

Councilmember Kaluderovic felt they could make the argument that it is a process of preserving affordable housing.

Jacki Bacharach said the question for them is, can they find other funding sources, or can they just tell LACAHSA they have to change their guidelines.

Councilmember Kaluderovic mentioned Measure A and felt those are important questions and the County needs to recognize that the rules need to be working for them too; stated that is one of the things they need to make sure to push through.

Councilmember Obagi asked if the Measure A money that goes to Redondo Beach needs to go to the COG.

Jacki Bacharach stated, by ordinance, it either needs to go to the COG or to the Trust.

Councilmember Obagi asked Councilmember Kaluderovic if she would be interested in being the City's resident expert on housing and serve as a delegate.

Councilmember Kaluderovic said she was open to the suggestion.

Councilmember Obagi stated one concern he has is that if the majority of cities don't join

the Trust then the majority would actually be outside the Trust of the COG and controlling the amount of money that the Trust receives.

Adam Eliason said they looked at that and identified three different scenarios: 1) Least expensive staffing, 2) middle range staffing, and 3) the most expensive staffing; explained what he meant by those scenarios and said the most expensive would be that some cities are part of the Trust and some are not and they end up doing double the administrative efforts for the COG and the Trust.

More discussion followed.

Councilmember Obagi voiced his support for joining the Housing Trust and explained his reasons; stated he might want to condition the City's agreement to join the Trust upon 50% of the COG members joining the Trust; said he would want them to end up with a scenario where a majority are actually outside the Trust and controlling how much money is going to be allocated within the Trust or outside the Trust.

Jacki Bacharach pointed out that four cities will create the Trust and if they decide not to join then they will not have influence on any of the Trust programs.

Adam Eliason stated that regional Housing Trusts have been around long before Measure A and reported that there are 78 in California right now; spoke of being the Trust Manager for Orange County's Regional Housing Trust and how much funding they brought into the Trust and how many projects they funded; wanted to emphasize that it is not just about Measure A and that it is recurring with no sunset; noted that the Trust will be working with legislators at the state level when funding is available and gave examples of funds that were given to cities with Housing Trusts; stated he wanted to make sure Council understood they are about helping the City staff find ways to carry out the types of affordable housing the City wants to do.

Councilmember Obagi asked Jacki Bacharach if they do join the Trust, do they lose their seat on the COG to make the decisions that the COG will make relative to where the money is going to be allocated.
Jacki Bacharach stated that the legislation actually names the Trust so if they did have a conflict with the Trust, the Trust could ask for the money directly from LACAHSA but at this time the COG would control that money and how much the Trust is receiving.

Councilmember Obagi asked the City Manager if he had any concerns because he did not see any downside.

City Manager Witzansky said he doesn't see a major downside with the ability to withdraw on a 90 days' notice; voiced concern, as well, regarding the possibility of the majority of the COG cities not participating and felt that might be a reason to wait until the March deadline to sign the JPA; felt as long as the majority of the COG controlling directors are supportive of the Trust and participatory in the Trust, the Trust is where the City should be.

Councilmember Waller asked if the interest and loan fee revenue could be used for administrative costs or would it go back into the programs.

Adam Eliason responded that the interest income goes back into administration of housing programs that the Trust takes care of and has to be all affordable housing within the guidelines that LACAHSA has established.

Councilmember Waller spoke about the 90-day withdrawal and mentioned fees could apply in the future; voiced his support for the Housing Trust and noted that a lot of things cannot be done without the Housing Trust; commented that the Police Union spoke about needing affordable housing closer to where they work and this would give them those options; stated that he is not in support of non-elected directors but understood it would be up to the JPA to decide that.

Councilmember Behrendt referenced a previous slide that showed an apartment complex and asked if that was one of the property type options that the Trust could purchase for affordable housing.

Adam Eliason stated that they are not owners of properties, but they will work with developers and city staff to make sure that projects are what they want and provide the financing and technical support.

Councilmember Behrendt asked if all public entities with the JPA are prohibited from owning properties and limited to only financing.

Adam Eliason said he would have to look into that since there are some exceptions in the JPA that allow short term ownership for benefits that are to the Trust; to answer Councilmember Behrendt further, he explained if the Trust goes alone on the property, they would put affordable covenants on the property, provide the financing to the city, and take care of the compliance.

Councilmember Behrendt asked if Measure A funds could be used to maintain properties that are acquired by a developer through the financing of the Trust.

Adam Eliason responded that those terms are usually baked into the front end of the deal.

More discussion followed regarding the financing, deferred payments, and how the maintenance fees could be built into the agreement.

Councilmember Behrendt explained the reason he is asking is he would not want a situation where the Trust financed the acquisition of a property that was currently suitable for affordable housing and then the property is not maintained then it becomes a deteriorated “slumlord” type property.

Jacki Bacharach stated that is why they hire people that have done the type of negotiated

loans they are discussing.

Adam Eliason added that there is language that addresses maintenance without the Trust where a private developer buys the property then there is no control except code enforcement.

City Manager Witzansky stated, from what he has read in the JPA draft document, the Trust gives them, as a collective, the ability to own, operate, and construct but whether the funding through LACAHSA allows them to do that type of thing is another matter; noted they will have the JPA limits and the funding limits.

Councilmember Behrendt asked the City Attorney if there was anything in the Admin Report in respect to the JPA that they should be concerned about.

City Attorney Ford stated the indemnity clause would be what concerns her the most; noted that would put the City at the most liability if a claim was made against the City.

Jacki Bacharach announced that they had asked all city attorneys to look at the JPA agreement before that coming Friday so that they have one document and not several different changes along the way.

City Attorney Ford added that the indemnification clause protects the JPA but puts the City at more risk of having to pay legal fees.

Councilmember Behrendt provided more thoughts on how they proceed.

City Manager Witzansky stated it needs to come back, they are not prepared to execute that evening plus other edits will be made; recommended the Council signals how they feel about it so that Jacki Bacharach has some idea of what to tell other prospective member agencies, and then, in March, they would come back with the necessary documents for approval and execution.

More discussion followed regarding the edits and revisions that will be made to the master JPA for the Trust.

Councilmember Obagi asked Jacki Bacharach about issues mentioned at the COG meetings regarding conflict between the city 15 councilmember and COG staff and wondered if those had been resolved.

Jacki Bacharach explained that the situation has been resolved and that member understands his role.

Councilmember Kaluderovic asked what happens if the LACAHSA funds are not spent within the time period allowed.

Adam Eliason commented that there are various timelines on committing the funds and

went into more detail on the timelines; stated they are living by the regulations that LACAHSA puts on them with Measure A.

Councilmember Kaluderovic stated it was mentioned that there is no benefit if they are one of less than four cities that have joined the Trust but commented that there is no downside to that either.

Adam Eliason said that those cities will still have a Trust and they will get technical assistance directly from the Trust staff, they will get the opportunity to receive other funding that the Trust brings, and non-member cities will only have Measure A funding.

Councilmember Kaluderovic spoke in support of joining the Trust and being one of the first members so they could help shape how it will function; mentioned all the work the City has done in the scope of homelessness and stated affordable housing is also a focus for them.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to join the Housing Trust in the early stage of the formation.

Mayor Light commented that it feels like they are just forming another organization that will be very political and there is potential for cities to band together to prevent others from getting an equitable distribution.

Councilmember Kaluderovic agreed but stated it is like anything else and there needs to be someone to advocate for the things they need; referenced that Councilmember Obagi sits on the body for Measure M and asked him if they have discussions about equity throughout the cities.

Councilmember Obagi stated that there is a list of things that the COG could do with the Measure A money and a list of greater things the Trust could do with the money and that is what it comes down to for him; commented that they want to be able to do the maximum number of things with the tax money that is being collected and that the Trust gives them the greatest ability to do that; stated that not joining the JPA or Trust would only harm the City in their ability to subsidize affordable housing projects; spoke of having the ability to have a response for those renters concerned about rent increases and rent control; commented that they have an option to partner with an affordable housing developer who acquires a market rate apartment complex, and will turn it into affordable housing by virtue of the subsidy provided through the Measure A money through the Trust.

Some discussion followed.

Mayor Light pointed out that they have a briefing from the City Attorney and they should listen to that before they vote on the motion.

City Attorney Ford stated what she is pointing out is not to persuade them one way or another but just so they are aware of what the JPA states; provided a slide with Legal

Concerns and voiced that her main concern is with the indemnification clause as it is currently drafted states that the JPA would have the ability to determine how it recovers collateral in the event of a loan default by a developer; briefly went over the other concerns such as: the staff expenditures are allowed prior to the Council approval of a project so the staff could invest a lot into a project before the Council approves it, the administrative fees are approved by a majority of the membership at the time the budget is passed regardless of operation costs, and they have a duty to cooperate and are obligated to share documents, make staff available, and that may limit their management of litigation, insurance claims, or settlements if there are any conflicts with the JPA or the Trust.

Mayor Light asked that they add to the motion to reconsider.

Councilmember Kaluderovic commented that Jacki Bacharach said that coming Friday comments are due and then there would be a discussion with their attorney about the JPA.

City Attorney Ford reported that Cristine Shin has had extensive discussions with their attorney and from her understanding their attorney is not willing to agree to any of the recommendations that Ms. Shin has given; noted that since other attorneys are looking at it she is not sure where that will lead to.

City Manager Witzansky commented that is why he feels it will take several weeks for the final draft JPA agreement and that is why he felt it made sense for them to bring it back in March; mentioned that JPA cities don't typically get every provision they want.

Mayor Light asked if it was possible to share their concerns with the other cities.

City Manager Witzansky felt they could circulate it to other cities; noted that it seemed that the Council is in support of joining and that was the primary focus that evening then they could work on the final documentation and wait to hear how it takes shape; stated they would come back with an item in March to allow for final execution of partnership; pointed out for the COG Director's standpoint it is the component of how the COG ends up directing its per capita resources from LACAHSA that is critical; mentioned the only downside would be if the majority of cities don't participate but didn't feel that would happen.

More discussion followed regarding what cities may be joining.

Councilmember Kaluderovic added to her motion to ask the COG to revisit or look at the issues they raised one more time.

Councilmember Obagi agreed to the revised motion.

Clarification was made by the City Manager and Councilmember Kaluderovic that the motion was to move forward with expressing support for the City's participation in the Trust with direction to staff to return with final consideration and possible execution of the

JPA agreement in March and reconsideration of the City Attorney's point along with proposed edits as suggested.

More discussion followed.

City Manager Witzansky asked if Council could recommend approving the fifth amendment to the restated JPA with the COG governing Board.

Councilmember Kaluderovic added that to her motion.

Councilmember Obagi accepted that revision.

Mayor Light invited public comments.

City Clerk Manzano reported no eComments and no one online.

Motion carried 5-0 by voice vote.

Mayor Light went back to item H (Consent Calendar).

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S TRANSIENT OCCUPANCY TAX RATE AND PROPOSED DRAFT BALLOT MEASURE LANGUAGE DISCUSSION AND POSSIBLE ACTION REGARDING A POSSIBLE UPDATE TO THE CITY'S UTILITY USERS TAX ORDINANCE

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

Finance Director Meyer provided a PowerPoint presentation and stated she would provide an overview of the follow up items from the November TOT discussion, share some draft ballot measure language, present the City's Utility Users Tax information, and give next steps and recommendations for election timing; recalled that in November staff brought a TOT measure to Council, Council directed staff to return with ballot measure language and ordinance revisions to increase the TOT up to 15%, and provide additional information on election details, hotel feedback, and the hotel worker wage potential impact for the City; said staff included the election detail in Council's report but stated broadly about 40% of the measures passed by 70% or more and of that about 20% passed with 50% to 60% approval rating; stated they spoke specifically with the owners of the Marine Avenue hotels and they did not feel the proposed TOT increase was a significant issue; said they looked at the City of LA hotel worker wage, noted it is an ordinance that the City of LA passed in 2025 which sets a wage of $22.50 an hour for hotel workers at properties of 60 or more rooms and increases annually to reach $30 per hour for hotel workers in 2028; said her conclusion, after reviewing the research on the impact of local wage measures to surrounding areas, is that it would likely put upward pressure on hotel wages in Redondo Beach but that all their neighboring cities will have the same pressure so they will not be at a competitive disadvantage and staff does not feel it's a significant factor in considering whether to move forward with the TOT increase;

recalled that in the November meeting staff presented June 2026 as the opportunity to place a TOT measure on the ballot but found Prop 218 requires a tax measure to be placed on the ballot at a regularly scheduled general election for the local governing body, so it needs to be the City's, which would be March 2027; stated that an exception could be made if Council chooses to declare unanimously an emergency but that staff does not recommend that action and recommend March 2027; stated that Council asked staff to prepare an ordinance update and draft ballot measure language and it has been included in the report and provided a slide with the language on the screen; highlighted: general services, general tax, refer to the amount raised and who pays the tax; noted it is a draft for Council review and input; shared information related to utility users tax (UUT) including that there may be some additional application for the City's utility users tax, specifically their video tax, to apply to streaming services; noted that UUT is called the Telephone, Gas, Electricity, Water, and Video Users Tax Law in the City's municipal code; provided a brief overview of the Santa Barbara case in 2022 where Santa Barbara invoiced Disney and other streaming providers for unpaid UUT based on their video tax law, the companies appealed, and in December the Court of Appeals ruled in the city's favor; said it could serve as a precedent moving forward and the deadline for any appeal is in March; noted the opportunity for the City to look at their own ordinance to see if the application to streaming services would need an update to the City's ordinance; stated they would need to evaluate whether a vote would be required under Prop 218 and staff's proposed recommendation would be for Council to direct staff to review the City's ordinance and propose changes, if needed, for the City to tax potential streaming services.

Councilmember Castle asked if Director Meyer had any idea what sort of revenue will come from updating the ordinance.

Finance Director Meyer and the City Manager said they do not have the number but from their estimates it is in the hundred thousands and potentially more but that would be information they would come back with.

Finance Director Meyer restated that they are recommending March 2027, the City's general election, for the proposed TOT measure and potentially UUT, if directed and if required, and the alternate option is to unanimously declare a fiscal emergency and present the TOT measure to voters earlier, but staff does not recommend the second option.

Mayor Light asked, since revenue is tight, why would staff not recommend a fiscal emergency.

City Manager Witzansky said there are a few factors, but the short answer is they would need to take that action very seriously, declaring a fiscal emergency is a substantive item and would potentially affect the City's credit worthiness with credit agencies.

Councilmember Castle stated the documents are to approve a TOT increase of up to 15% but if the City Council were to make a determination to make it, for example, 14%, then it would be effective immediately after the March 2027 election.

City Manager Witzansky confirmed that to be correct, but the idea would be that voters would clear the cap, the Council would act immediately to set that rate thereafter.

Finance Director Meyer continued with the last slide; stated that staff's recommendations were to receive and file the report, direct staff to prepare a ballot measure for the 2027 election, review and provide edits on the draft ballot measure language provided, and direct staff to monitor the final outcome of the Santa Barbara case and review the City's ordinance for potential modifications.

Mayor Light asked the City Treasurer to opine on the matter.

City Treasurer Solomon agreed with the City Finance Director and the City Manager's office on their assessment and recommendations for the changes to both the TOT and the UUT.

Councilmember Obagi thanked the City Treasurer for his call yesterday to discuss the matter; stated he expressed concern about the City's current ordinance potentially holding up and that it seems like it addresses video services on point; said from his own reading of it, it seems it would capture streaming services and asked if he still thought that the City needs to revise the UUT ordinance.

City Treasurer Solomon responded that would be part of staff's review if Council directs them; noted that the Santa Barbara ruling has two main contentions for the City's ordinance: What is a channel? and What is considered video streaming services? Stated with those two items being better defined, and going through the appeals and court process, they can determine if their language needs to be revised along with a conversation with the City Attorney's office to see if they feel it would be upheld in a challenge.

Mayor Light asked about music streaming services and the law regarding it.

City Treasurer Solomon stated he had not seen music streaming addressed.

City Manager Witzansky said he had not come across it as a possible component of a UUT.

More discussion followed.

City Treasurer Solomon suggested in reviewing the ordinance and any discussion they include the current iterations of delivery and future by inference incorporated within a catch all provision including advancing technologies.

Councilmember Waller commented that there needs to be a balance and the residents would be paying the tax so it is not free money but also agreed that it is something they need to consider; stated that he would feel more comfortable making sure the ordinance is ironclad and they would not be hit with lawsuits; spoke of the tax not being a new tax

but a restorative tax that the City should have been collecting years ago.

City Manager Witzansky stated he and City Treasurer Solomon spoke about the ballot measures; reported that City Treasurer Solomon found Measure A had the specific title of modernizing the City's current UUT and it was approved by almost 75% of their voters; said they have not acted on it but Santa Barbara's success may be on point for their situation but he still recommends they do the review but they potentially have checked the Prop 218 box, checked the ordinance update box, and if Santa Barbara fails the City may be able to successfully collect.

More discussion followed regarding the timeline of the review and the Santa Barbara case.

Councilmember Waller reported speaking to the City Manager and that one thing that is unknown is how the tax gets collected and it may not be something the residents have to pay; felt they should wait for the resolution of the Supreme Court, do their review, and see if any modifications need to be made.

City Treasurer Solomon, to answer Councilmember Waller's question, the providers would collect the tax, remit a report to the City, then the report and the funds are deposited to the City; noted a consultant would be active within the City to audit the payments retrospectively to ensure accuracy.

More discussion followed.

Councilmember Behrendt thanked Finance Director Meyer for speaking with the individuals at the Marine Avenue hotels and the research she conducted; stated he went and spoke with a hotel in his district to a potential TOT increase would affect them and he did get any opposition from that smaller hotel; voiced support on the UUT and on staff's recommendations.

Motion by Councilmember Behrendt, seconded by Councilmember Obagi, to receive and file the report, direct staff to prepare the TOT ballot measure for the City's March 2027 election, Council will come back and review and provide edits for staff on the draft ballot measure language, direct staff to monitor the final outcome of the Santa Barbara case on the UUT, review the City's ordinance for potential modifications to collect tax on video streaming services.

Some discussion followed.

City Clerk Manzano stated she would call the election in October for the candidates and then either add measures then or right after that; noted all measures must be in by the first week of December.

Councilmember Obagi seconded the motion but had some clarifying questions; asked Councilmember Behrendt what he would be directing staff to do if the Santa Barbara case

goes pending on appeal.

Councilmember Behrendt said staff will need to come back and report on that so they will need to wait to see what happens.

City Manager Witzansky agreed that they don't need to make a decision right now and what they may determine in their review is that the Measure A vote in March 2009 coupled with the current language in the City's video services portion of the UUT is sufficient; stated the timing of the implementation would be dependent on the nature of the review and the outcome of Santa Barbara.

Councilmember Obagi asked if part of staff's consultation on the ordinance be with lawyers at the firm to get their opinion; asked, if there is a revision made to their ordinance, would it need to be approved by the voters.

City Manager Witzansky said it depends on how the legal team views the action of Measure A and if it covered the modernization of the ordinance because if it did then the voters already approved it but that will be part of their review.

Councilmember Obagi asked City Attorney Ford if that was her opinion as well.

City Attorney Ford stated they will review it as directed.

Mayor Light commented that the 911 emergency response concerns him; noted that the public is just learning that they would be charged for emergency response and they are already being charged if the Fire Department responds to the call.

City Manager Witzansky stated, if that is the general sentiment, they could modify that to suggest Police and Fire services or emergency services and drop the 911 reference.

More discussion followed regarding the ballot language for it and that they have until November to offer any suggestions; noted that the most persuasive language to increase the chances that it passes is the goal.

Councilmember Obagi pointed out that they have recently asked the residents for funding for Measure FP; noted that Measure FP was for structures and this is for services.

City Manager Witzansky said they could leave it as "maintain critical City services" and not provide any examples but they cannot limit the example to one particular service type because that would undermine that it is a general service tax; stated they also must included "and for general government use" and they have an obligation to provide some estimate of its impact fiscally.

City Clerk Manzano reported no eComments and no one online.

Motion carried 5-0 by voice vote.

N.3. DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S EFFORTS TO DIGITIZE AND IMPROVE OPERATIONAL PRACTICES RELATED TO CITY RECORDS

CONTACT: MIKE COOK, IT DIRECTOR
ELEANOR MANZANO, CITY CLERK

IT Director Cook reported that the item stemmed from conversations had during the annual Strategic Planning process last year and they talked about the amount of physical paper and hard copies that the City has; stated that the City Clerk and him met with all the departments and came up with high level goals to make information easier for the public to access; provided the goals as: create an easy to use online public portal, electronic internal processes, preservation of official City records, and strengthen record retention practices; spoke of the current processes and the need to have physical signatures which generates paperwork; reported that they have City records that are in excess of 100 years old sitting in storage; provided an example of what they are aiming for which is what the City of La Quinta currently has posted; stated that they are using the same exact tools the City is using but they have it expanded out to many departments and Redondo Beach does not; said one early goal the City has is to get all the building permits digitized and available online and noted it would also reduce the number of public records responses as well; provided information on the current state of the City, noted that Laserfiche is used heavily by the City Clerk office and the Police Department and nearly every other department is doing some form of manual process; reported that PDFs and shared drives are used heavily and that actual record retention is 100% manual; hoped that they could effectively expand the use of Laserfiche into every department in the City; spoke about recruiting a Laserfiche expert that has helped them rebuild and prepare for handling an additional dozen departments and the millions of documents they are looking to add; stated that they have modernized and upgraded the program to the most current version and now have a test environment; reported that they have also implemented a trusted backup provider which is key to them getting rid of paper, explained that in order for them to get rid of paper original files they need to meet certain criteria and they are doing that now in all of their environments; mentioned that the City Clerk's office has added a number of part-time and temporary positions that are helping departments go through documents and they are also able to scan in-house as well.

City Clerk Manzano referenced the picture of the vault, noted that there are 4-5 rows of banker boxes and that they are hoping to go through all of them and get rid of the hard copies; reported that the retention schedule has been updated and they are hoping to destroy what should be destroyed; stated they are also reviewing the historical permits and architect plans which have specific guidelines because they are copyrighted; turned the floor back to IT Director Cook.

IT Director Cook listed recent accomplishments as:

- 987 boxes destroyed in the last 6 months – mentioned there are boxes piled up in

people's offices and then about 900 more in the vault.
- Proof of value with Amazon Web Services – spoke of tools Amazon Web Services offers that helps identify key information to make the document searchable; reported that Amazon is footing the bill on the service.
- Active scanning and electronic ingestion underway
- Reviewed 272K of 444K pages of historical building permits
- Extensive review of building permits and related documentation
- Began import of over 33K permits for 2020-2024

IT Director Cook stated they are planning on doing an Amazon Web Services tools pilot with the Fire Department and they have about 36,000 plans for buildings in the City that are all unscanned and in large format paper version at this time; noted they are looking for a scanning vendor for the City to help with the pilot and they will bring that to Council hopefully in the next month; stated if the pilot goes well with the Fire Department they will expand it to Waterfront, Planning, Transit, and possibly HR but they are not sure they want to allow a vendor to touch HR records; explained they are also working on not perpetuating the creation of paper by moving departments to use electronic forms inside of Laserfiche and moving departments to using the new tools and not printing paper; said they are also bringing Turbo Data online soon with an online portal for the public to handle their parking permits; emphasized how large of a project it is and noted that the have 2.5 million documents in Laserfiche, 3.7 million documents in phase one, and about 6.7 million more in the vault; spoke about the extra care they would need to take with certain documents and that it would be a year's long project; stated that they have sufficient funding to get through the pilot and phase one but will most likely ask for additional funding in upcoming budget years; recommended that Council receive and file the project status update.

City Clerk Manzano added that they will be training departments on Laserfiche.

Mayor Light spoke about his experiences in looking for items and noted that it is almost impossible to find things and looked forward to the project's progress; asked how the City currently stores something in soft format and used AutoCAD as an example.

IT Director Cook stated typically when the City stores something it would not be in the original editable format and that normally it is a final submission that is signed off and stamped.

Mayor Light asked about the City's own facilities.

IT Director Cook said when it comes to the City's own facilities or trying to maintain editable formats, they would use the typical traditional file servers and storage locations that are on-site or in the cloud.

More discussion followed regarding RFPs and construction projects that grow and staff noted it would stay in AutoCAD; Mayor Light spoke about missing sections of documents that he has looked at and voiced some concern about getting rid of hard copies.

Mayor Light asked about the process for historical documents that should be kept because they are historical.

IT Director Cook responded that when they get to the vault they will figure out what needs to be preserved and not preserved.

City Clerk Manzano added that there are a lot of historical things in the vault and when the time comes a decision will need to be made on what is really important or just might be really interesting to keep; mentioned that the vault is also set up not to disintegrate paper.

Mayor Light mentioned at the US Mayors' Conference they spoke about records and automating records and applying AI using Boston as an example; reported that Boston had a one-size-fits-all form and they applied AI to past approved stuff and they got 26 primary forms of permits and that is how they automated their permit process.

IT Director Cook expanded on the tools they have been test driving.

Mayor Light spoke of issues he has in trying to find pictures taken at events or at Council meetings and wondered if staff was looking at a type of filing system where those could be stored and accessed by departments.

IT Director Cook spoke about the naming of categories and the difficulty in trying to understand how the public think when they do searches; stated they try to put together single interfaces for multiple searches and as they build it they will continue to put themselves in the shoes of the customers.

More discussion followed on types of searches and how data can be found.

Councilmember Behrendt thanked Director Cook for all that has been done so far and for engaging with Amazon; thanked City Clerk Manzano for the allocation of funds for the project.

Motion by Councilmember Behrendt, seconded by Councilmember Castle, to receive and file the project status update.

Councilmember Waller emphasized the amount of paper that has been identified, stating it could fill a 40-foot container; asked if staff had an estimate for the kind of budget they are looking for over the next five years for the project.

IT Director Cook reported that phase one with the pilot is about $100,000 - $150,000 but they would need to do the math on the other departments, and it also depends on how much they can handle in a given period.

City Manager Witzansky added that as they get to the more aged documents that will be more sensitive and they will need to go at a much slower pace which may also affect

budget; estimated about $200,000 over the next couple of years.

IT Director Cook noted that certain document types they may elect to preserve in their current format, especially the bound books because those are very difficult to scan and digitize.

Councilmember Waller voiced his support for the item.

Councilmember Obagi mentioned that City Clerk Manzano said it was a priority for her in the last budget meeting and was glad to see progress made; referenced the Public Records page on the City's website, under Agendas & Staff Reports, and said he wasn't able to pull up what he was looking for and wondered if he doesn't know how to query it; asked if there was a way to put a legend or a weblink.

IT Director Cook said he would need to do some homework and get back to him; commented that the search is customizable so they can improve on it.

City Clerk Manzano added that they can and they will need to talk to Laserfiche about adding things to the program.

More discussion followed; Mayor Light commented that Council meetings are easy to search but Commission meetings are difficult.

City Clerk Manzano reported no eComments and no one online.

Motion carried 5-0 by voice vote.

O. CITY MANAGER ITEMS

City Manager Witzansky noted that they had a few items to go back in Closed Session, they have a City Council meeting next Tuesday on the 10th and one on the 17th which includes the 401 South PCH project appeal that is scheduled and noticed; stated they have a public hearing scheduled for 1:00 p.m. on February 24th to hear an appeal on a recent business license revocation, which is a Special Meeting with a single item.

Discussion followed regarding clarification on items R.2, R.3, and R.4.

P. MAYOR AND COUNCIL ITEMS - None

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Obagi asked City Clerk Manzano to bring back an item next meeting replacing Councilmember Waller with him as the delegate to the South Bay COG and putting him as an alternate.

More discussion followed and Councilmember Obagi clarified he would like it done so

that he could take a year off and let Councilmember Waller get experience as the delegate.

R. RECESS TO CLOSED SESSION

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

Name of case:
Matthew Ralston v. City of Redondo Beach, Officer Warren, and Doe Officers 1-10 Case Number: 26STCV00512

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

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

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

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Community Services Director
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon (portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

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

UNDER NEGOTIATION:
Price and Terms

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Community Services Director
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot
(portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of King Harbor turn basin and hand launch

NEGOTIATING PARTIES:
Adam Brzyski, Game On Live Studio, Water Polo Program Coordinator

UNDER NEGOTIATION:
Price and Terms

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

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

PROPERTY:
230 Portofino Way, Redondo Beach, CA 90277
(a portion of APN: 7503-029-903)

NEGOTIATING PARTIES:
John Warner, Marine Mammal Care Center Los Angeles, a non-profit corporation

UNDER NEGOTIATION:
Terms

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: New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach
Case Number: B336042

Motion by Councilmember Waller, seconded by Councilmember Castle, to recess to Closed Session at 9:31 p.m.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, W.E.D. Director Greg Kapovich, and W.E.D. Manager Katherine Buck.

City Clerk Manzano read title to items to be discussed in Closed Session.

Motion carried 5-0 by voice vote.

S. RECONVENE TO OPEN SESSION – 10:43 P.M.

ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney

City Manager Witzansky reported no reportable action from Closed Session.

T. ADJOURNMENT – 10:44 P.M.

Motion by Councilmember Kaluderovic, seconded by Councilmember Obagi, to adjourn the meeting.

Motion carried 5-0 by voice vote.

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, February 10, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

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

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk

Minutes
Redondo Beach City Council
Tuesday, February 10, 2026
Closed Session – Adjourned Regular Meeting 4:30 p.m.
Open Session – Regular Meeting 6:00 p.m.

4:30 PM - CLOSED SESSION – ADJOURNED REGULAR MEETING

A. CALL MEETING TO ORDER

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

B. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Mayor Light, Obagi (arrived at 4:34 p.m.)
Councilmembers Absent:	Behrendt
Officials Present:	Mike Witzansky, City Manager Joy Ford, City Attorney Emily Bodkin, Administrative Specialist/Liaison Mathew Silver/Project Coordinator

C. SALUTE TO THE FLAG AND INVOCATION - None

D. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS - None

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

Mathew Silver reported no eComments and no Zoom attendees.

F. RECESS TO CLOSED SESSION – 4:37 P.M.

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Greg Kapovich, Waterfront & Economic Development Director
Katherine Buck, Waterfront & Economic Development Manager
Larry Kosmont, Kosmont Companies

PROPERTY:
123 International Boardwalk, Redondo Beach, CA 90277
(a portion of APN: 7505-002-908)

NEGOTIATING PARTIES: Various Prospective Tenants UNDER NEGOTIATION: Price and Terms

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

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

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

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

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

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

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

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

PROPERTY:
3007 Vail Ave., Redondo Beach, CA 90278
(a portion of APN: 415-001-7931)
Parking Lot at the Corner of Felton Ln. and 182nd St., Redondo Beach, CA 90278
(APN: 415-803-3900)
715 Julia Ave, Redondo Beach, CA 90277

(portion of parcels APN: 750-702-0900 and APN: 750-702-1900)
1935 Manhattan Beach Blvd., Redondo Beach, CA 90278
(APN: 404-900-8903)
807 Inglewood Ave., Redondo Beach, CA 90278
(a Portion of APN: 408-302-4900)
200 N. Pacific Coast Highway, Redondo Beach, CA 90277
(a portion of APN: 750-500-9902)

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

UNDER NEGOTIATION:
Both Price and Terms

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

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

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

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Community Services Director
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot
(portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of King Harbor turn basin and hand launch

NEGOTIATING PARTIES:
Adam Brzyski, Game On Live Studio, Water Polo Program Coordinator

UNDER NEGOTIATION:
Price and Terms

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Community Services Director
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon (portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

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

UNDER NEGOTIATION:
Price and Terms

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Community Services Director

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

NEGOTIATING PARTIES:
Mike Ward, VR Promotions and Events

UNDER NEGOTIATION:
Price and Terms

Mathew Silver read titles for items to be discussed in Closed Session.

Mayor Light for the record reported Councilmember Obagi arrived at 4:34 p.m.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, W.E.D. Director Greg Kapovich, W.E.D. Manager Katherine Buck, Human Resources Director Diane Strickfaden, Outside Legal Counsel Carolyn Beliso, Deputy City Attorney Aleena Hashmi, and Community Services Director Elizabeth Hause.

Motion by Councilmember Waller, seconded by Councilmember Castle, to recess to Closed Session at 4:37 p.m.

Motion carried 4-0-1 by voice vote. Councilmember Behrendt was absent.

G. RECONVENE TO OPEN SESSION

Mayor Light reconvened to Open Session at 6:05 p.m.

H. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Emily Bodkin, Administrative Specialist/Liaison

Mayor Light reported they will have to go back into Closed Session after Open Session for items R.1, R.5, R.6, R.7, and R.9.

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky reported that under item F.4 the City Council unanimously authorized the City Attorney to defend the City in that matter; reported that Councilmember Obagi joined them in Closed Session at 4:50 p.m.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Castle, seconded by Councilmember Waller, to adjourn to the Open Session at 6:06 p.m.

Motion carried 5-0 by voice vote.

6:00 PM – OPEN SESSION – REGULAR MEETING

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order at 6:06 p.m. by Mayor Light in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Eleanor Manzano, City Clerk Mike Witzansky, City Manager Joy Ford, City Attorney Emily Bodkin, Administrative Specialist/Liaison

C. SALUTE TO THE FLAG AND INVOCATION

Mayor Light invited veterans and active-duty military to stand and be recognized for their service.

Councilmember Obagi led in the Pledge of Allegiance.

Mayor Light asked all to remain standing for a moment of silent invocation.

D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS/AB 1234 TRAVEL

Mayor Light reported attending the memorial for Linda Neal over the weekend, noted she participated heavily in Library activities related to poetry; stated he had the honor of starting the 10K for the Super Bowl event that past Sunday.

Councilmember Waller announced he participated in the Clean Power Alliance Board of Directors meeting downtown; participated in the ribbon cutting for Century 21 in Riviera Village the previous week, attended the Super Bowl 5K and 10K on Sunday and thanked the organizers, Public Works, PD, and FD for helping run the events; reported that, on Wednesday, he would be attending the Information and Communication Technology Panel at RUHS; announced the NRBBA meeting would be on Thursday at 7:30 a.m. at the Community Room at the Galleria; announced his Community Meeting would be held on Saturday, February 14th at the Alta Vista Community Center from 9:30 to 10:30 a.m.

Councilmember Castle reported attending the Redondo Beach Chamber of Commerce 5K and 10K, thanked residents, City staff, City Manager, Assistant to the City Manager,

Councilmembers, the Mayor and Rep. Ted Lieu for the support in getting the US Post Office on Catalina cleared of the weeds and dead grass.

Councilmember Obagi reported he attended and audited, earlier that day, the County's hearing on the proposed half cent sales tax to fund the loss of health funding taken out by HR 1 and wrote a letter in support, which he put in the Blue Folder and noted it was a motion made by their Supervisor so it will be on the June ballot; stated they have a Venice family clinic in District 4 on Artesia Blvd. and about 8% of the City's population are on Medi-Cal so it is essential that services are provided and they do not lose out due to HR 1.

Councilmember Kaluderovic added that she also wrote a letter in support of putting the motion on the ballot for June; emphasized the impact it would have on the City including closures of clinics and trauma centers that are critical infrastructure for preventive care and it will cause massive lines at emergency rooms; noted that it would be a temporary tax that would end in 2031.

City Clerk Manzano stated that the election would be on June 2, 2026.

Councilmember Obagi stated that the temporary tax could end sooner if the funding is restored.

Councilmember Behrendt reminded everyone of the District 4 and District 5 Joint Community Meeting on February 23rd at 6:00 p.m. at the RBPAC; reported that Police Chief Stephen Sprengel would be the special guest speaker.

E. APPROVE ORDER OF AGENDA

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, to approve the order of the agenda as written.

Motion carried 5-0 by voice vote.

F. AGENCY RECESS - None

G. BLUE FOLDER ITEMS - ADDITIONAL BACK UP MATERIALS

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

City Clerk Manzano reported Blue Folder items related to item D and item J.1.

Motion by Councilmember Waller, seconded by Councilmember Castle, to receive and file the Blue Folder items.

Motion carried 5-0 by voice vote.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED AND REGULAR MEETING OF FEBRUARY 10, 2026
CONTACT: ELEANOR MANZANO, CITY CLERK

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

CONTACT: ELEANOR MANZANO, CITY CLERK

H.3. APPROVE CONTRACTS UNDER $35,000:

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

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

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

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

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

CONTACT: STEPHANIE MEYER, FINANCE DIRECTOR

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

CHECK SERVICES AND INSPECTION AND PERMIT TECHNICIAN STAFFING SUPPORT TO INCREASE THE AGREEMENT AMOUNT BY $100,000 FOR A NEW TOTAL NOT TO EXCEED $200,000 APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH BOWMAN INFRASTRUCTURE ENGINEERS INC. TO PROVIDE COMPREHENSIVE PLAN CHECK SERVICES AND INSPECTION AND PERMIT TECHNICIAN STAFFING SUPPORT TO INCREASE THE AGREEMENT AMOUNT BY $370,000 FOR A NEW TOTAL NOT TO EXCEED $470,000 APPROVE THE SECOND AMENDMENT WITH ROBERT HALF TO PROVIDE ADMINISTRATIVE STAFFING SUPPORT IN THE BUILDING AND SAFETY DIVISION TO INCREASE THE AGREEMENT AMOUNT BY $50,000 FOR A NEW TOTAL NOT TO EXCEED $115,000

CONTACT: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

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

CONTACT: ELIZABETH HAUSE, COMMUNITY SERVICES DIRECTOR

Motion by Councilmember Waller, seconded by Councilmember Castle, to approve the Consent Calendar items H.1 through H.6.

Mayor Light invited public comments.

Jim Mueller stated he was speaking on item H.5 and commented that the amount of $680,000 was a lot for a Consent Calendar item and a lot of money that would cover a lot of plan checking; reported that there wasn't a lot of information given in the agenda about the items and asked several questions regarding the decision to hire contractors instead of permanent staff; commented that he didn't see those questions answered in the published staff report and hoped Council had the benefit of that information before they make the decision.

City Clerk Manzano reported no eComments and no one online.

City Manager Witzansky interjected to comment on item H.6; wanted to let the community know that due to the weather conditions the completion date referenced in the Staff Report may change.

Motion carried 5-0 by voice vote.

I. EXCLUDED CONSENT CALENDAR ITEMS - None

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Lisa Happee-Cates, President of Keep the Esplanade Beautiful (KEB), reported they gathered 23 lbs. of trash off the Esplanade in during their last sweep and they have also secured a scholarship program with RUHS for 2026 and 2027; spoke about a RUHS sophomore named Mitchell and what he has done with KEB, noted that his actions are on their Instagram, Facebook, and on Redondo Union TV if anyone is interested; announced the next KEB sweep would be on March 7th from 9:00 a.m. to 10:00 a.m.

Ron Maroko, District 3, spoke about inconsistencies with the minutes and wanted some clarification on how the vote count is recorded; provided some scenarios and examples of situations and asked for clarification on how abstentions and absences are counted and whether a vote passes if there is enough for a quorum but not all vote in favor of a motion; spoke of a situation at the last Public Amenities Commission meeting where they had four people and wondered if a vote of 3-1-3 passes or not; asked if the majority of all the people are counted or just the people present; reported finding a September 5, 2023 City Council meeting where there was a vote of two ayes from Councilmember Behrendt and acting Mayor Kaluderovic, Councilmember Nehrenheim voted no, and Councilmembers Loewenstein and Obagi were absent so the vote would be 2-1-2 and asked if that motion passes or fails.

Councilmember Behrendt asked Ron Maroko if he had a proposal as to how it should be recorded or if he was just making an observation.

Ron Maroko responded that he is making an observation, but he would propose to keep it the way it has been for years which is to only count the people present and not recording the absent people in the count.

Mayor Light commented that his understanding is it's the vote of the members who are present that determines the majority and the pass/fail, except in those cases where it takes four votes to override.

City Attorney Ford said generally that is the way they have been doing it; stated the Charter specifies for ordinances and resolutions that there needs to be three City Councilmembers, regardless of who's there but it is silent on Commissions.

Mary Drummer, District 1 and representing the City on the Board of Trustees for LA County West Vector Control District, stated she was contacted by Councilmember Obagi regarding increased mosquito activity in District 4, concerns over the KTLA 5 news piece on mosquitoes in El Segundo on January 20th, and the recent release of the 2025 data regarding Vector service requests by City and said she would address all three; reported that the localized mosquito issue in El Segundo is adjacent to the Hyperion Reclamation Plant where multiple breeding sources were found, it was noted in mid-December, by the end of January the trap count decreased by 66%, and the effort by Vector is ongoing;

explained further that an outbreak is defined as a cluster of disease transmission to humans and went over the process for outbreaks; reported no current human cases of disease have occurred from that situation; stated that Redondo Beach has had 20 total service calls, Hermosa 19, Manhattan, Palos Verdes Estates and Torrance 23 and that Vector control services are paid for by property tax assessment and a service call is free; spoke about mosquito prevention and that Redondo is too far from El Segundo to be affected by that situation but being aware of breeding sources and calling LA County West Vector Control District for a service call is a good way to avoid that vector; stated that the contact information is on their website under Animal Control and provided their phone number as well.

Jim Mueller stated that state law allows a city to declare a section of highway with certain characteristics a business zone and that Artesia Blvd in North Redondo has those characteristics; spoke of US Transportation Department Build grants being able to pay to refurbish Artesia Blvd between Inglewood and Aviation; stated that business zone status would give the City more control over speed of cars which would be better for pedestrians and bikes; commented that the median takes up a lot of space that could be added to the sidewalks and used Del Amo and Manhattan Village as examples of redesigns that attract Amazon aware customers; urged Council to direct staff to look for more ways to make Artesia Blvd a better commercial district for the community.

Niki Negrete-Mitchell, District 3, referenced an Easy Reader article that upset her and wanted to bring to light the amount of work they did; reported that in 2018 she went to her first Metro Community Meeting, in 2020 Bill Brand reached out to her, stated that Metro had a letter with two alternatives requested by Redondo Beach to study (Right of Way trenched and Hawthorne elevated), and commented the Right of Way trenched made it difficult; reported that, in October 2020, she was invited to a virtual meeting with Georgia Sheridan and Mark Dierking where she pointed out a lot of things that needed to be addressed on the Right of Way south of 182nd Street; stated she took over the Right of Say after she pointed out the issues and she used that platform to communicate with the community and update the website; spoke about going through lots of documents and dismantling narratives and arguments and mistakes on every single report, taking them to every Board of Director meeting (three every month for two years), and reporting back to the City Council.

Georgette Gantner submitted articles.

Motion by Councilmember Kaluderovic, seconded by Councilmember Waller, to receive and file the articles.

Motion carried 5-0 by voice vote.

Georgette Gantner reported that, on January 15th, Easy Reader wrote an article about Manhattan Beach adding potentially $61 million by utilizing a growth developer impact fee; noted that Redondo Beach does not currently participate in that tax and wondered if it would be feasible for the City to do so which would bring money into the City; stated

that the proposed high rise on Rosecrans and Sepulveda would currently yield $191,000 the proposed changes would yield over $5 million; reported that the fees are collected across categories which include: Police, Fire, General Government Facilities, Transportation, Sewer and Storm Drainage, and Water along with a 5% admin fee; noted that the one-time fee assessed to developers is to mitigate the impacts on the cities; hoped that the fee is not extended to residents and only to developers.

Sean and Tricia O'Donnell, residents in the Church Hill area, spoke about the parents rushing to get their kids to Alta Vista school in the mornings; asked why Juanita has speed bumps but they don't have any; stated that drivers don't fully stop at stop signs and he needs to actually help his wife leave in the morning so she doesn't get hit; asked if they could get a flashing stop sign or speed bumps on Juanita and Serpentine.

Councilmember Waller said they can email him since he cannot respond during the Council meeting.

Councilmember Obagi commented that the City has a very good Traffic Engineer and he is sure he will be out to check out the area once it is reported.

Joan Irvine, District 1, announced it was International Safety Internet Day; stated she worked in online child protection for 20 years and had seen the worst exploitation of children; spoke of spearheading the development of restricted to adult website labeling system in an effort to protect minors online; stated she was there because online safety is a public health and safety issue and when a parent gives a child a cell phone or unrestricted access to social media they are giving online predators access to their children; spoke of the dangers it poses to children and the billions it makes for social media platforms; added that it leads to cyber bullying and increases the number of suicides; reported 15% of US adolescents reported being cyber bullied and that newer studies show those numbers have increased; provided more information on youth suicide, stated it is the second leading cause of death in ages 10 to 24; commented that we protect our children in the real world but hand them unlimited, unsupervised access to the most dangerous playground ever created; urged parents and the community to do what they can to protect children when they give them phones and computers.

Mark Nelson (via Zoom) thanked the new Police Chief and support of the City Manager for the renewed focus of safety to the 500-600 North Prospect frontage; stated that officers have been out there looking for traffic violators and the residents really appreciate the efforts; thanked Darryl Boyd for spearheading the issue; suggested speed bumps and other traffic calming measures should be investigated; supported Sean and Tricia O'Donnell's comments; stated that they have had child predator issues on their street and LA County reported to Public Works that they put highlighting on the pumping stations because of child predator investigations involving the bus bench area on Prospect; suggested that more red paint should be placed on the curb so that vehicles cannot park in front of it; reported that Caltrans had provided a list of best practices on transit safety and that increasing visibility into bus stops is a low cost, high impact action to reduce crime and improve safety.

City Clerk Manzano reported no one else on Zoom and one eComment for J.1.

K. EX PARTE COMMUNICATIONS – None

L. PUBLIC HEARINGS - None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - None

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. DISCUSSION AND POSSIBLE ACTION REGARDING IMPLEMENTING A LICENSING AGREEMENT TO PRODUCE AND MARKET CITY-BRANDED APPAREL USING THE UPDATED CITY LOGO

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

Jane Chung, Assistant to the City Manager, noted that the item is also being brought forward in response to a direction provided by the City Council as part of the City's Strategic Plan; provided an outline of what she would cover in her presentation; provided an update regarding the City's trademark status regarding the City's new logo, stated that City Council approved a contract with Innovent Law on August 20, 2024 to prepare and submit trademark filings for the updated City logo, the filings were completed and submitted to the US Patent and Trademark Office (USPTO) on March 12, 2025, and the City's application includes multiple classifications; reported that it typically takes at least a year for the trademark review process and currently the anticipated approval date is Spring of 2026; stated that securing the trademark is essential as it establishes the legal foundation needed before the City can formally license the logo for commercial use; noted that the total initial cost for trademarking the City logo was $14,900 and gave a breakdown of the costs; stated that the fees are due in the fifth year after registration and every 10 years thereafter and failure to file the required declarations or pay the fees may result in the cancellation of their trademark status; spoke of staff researching how other jurisdictions manage and use their municipal logos for commercial sales; went over how the cities of Rochester, New York and Beverly Hills, California handle their licensing options and agreements; provided potential next steps for the City Council once the trademark is fully approved:

- Adopt a formal resolution or ordinance defining the logo as a protected municipal mark
- Consider governance options: Subcommittee of Councilmembers or staff or consultant support for branding and compliance
- Develop a licensing framework with application procedures, approval criteria, and fee/royalty structures
- Issue a RFI to gauge interest from potential local businesses

Jane Chung stated staff recommended that City Council provide direction on the potential

implementation of the licensing agreement of the City's new logo.

Mayor Light confirmed that they could do the potential next steps all in parallel if they wanted to.
Councilmember Obagi asked Jane Chung if she felt that Redondo Beach could get the same subscription to their intellectual property or trademarks as Beverly Hills to get the same sort of revenue they are able to get with their partnerships with brands; clarified and asked does she think that there is a market that will pay a premium for Redondo Beach branded merchandise.

Jane Chung responded that staff could do a deep dive into it; noted that Beverly Hills started their process a long time ago and were able to establish themselves with large companies; said the fourth option of the RFI would give them a better sense of the potential of community interest.

Councilmember Obagi agreed; stated residents want the logo out there and would love to be using Redondo Beach branded merchandise; supported the RFI option and spoke of producing a list of items to be branded by a vendor for the proposal; stated they don't want to license it out if the products produced if it is not affordable for residents to purchase; added that in the RFP the vendor should propose what they will pay as a licensing fee.

Mayor Light stated that the City should set up a governance option so that companies are not producing items that confuse people with City workers and City staff or put the logo on items that the City does not want to be associated with; supported the RFI but also felt they need to look at adopting the ordinance to protect it.

Councilmember Waller spoke of residents asking him about merchandise all the time so supported moving forward with it; felt the governance option should come after they have companies committing to wanting the City logo on their merchandise; stated having a resolution or ordinance is what gives them protection, that the licensing fee should be higher than Rochester, doing an RFI makes sense and saw two options to do that; supported having a singular vendor producing merchandise as opposed to a dozen because it would be easier to monitor; suggested possibly selling merchandise on the City's website; supported having City staff assist instead of a subcommittee or Councilmembers.

Councilmember Castle agreed with all the potential next steps given in the presentation; opined, with the RFI, that they start with a shorter, more flexible approach to test the market and possibly do things internally; stated he would not want to spend a lot of money on an RFI study to look at the market because it would take a long time to earn that back and he wouldn't want to use a lot of staff time either.

Councilmember Behrendt spoke about the need to strike a balance; liked the idea of an RFI as long as it was not too expensive and staff has the bandwidth to do it; suggested they let people bring proposals to them and they can pick and choose; spoke about a

hybrid approach of having a third party handle selling merchandise on the City website; suggested that Jane Chung could continue to probe with other cities and possibly continue to do some research on information that is already available; voiced some concern over impersonation of people pretending to be City staff; spoke in favor of adopting the resolution defining the logos or protected mark of the City's municipality, issuing an RFI to gauge interest, agreed with Councilmember Waller that staff would be better than having a subcommittee or Councilmembers handle it.

Discussion followed regarding what is needed in the ordinance.

City Manager Witzansky stated at a minimum they would want the ordinance to provide protections of its use and identify penalties if it is misused, which would be determined by staff; said staff has the bandwidth to handle the RFI but Jane's workload is heavy so it would take some time and they would start with local partners and keep it simple.

Motion by Councilmember Behrendt to adopt the resolution defining the logos or protected mark of the City's municipality, doing a Request for Information to gauge interest from potential local business partners, and to have staff handle the governance of the logo.

Councilmember Obagi asked if they could keep the resolution or ordinance open to potentially have a subcommittee made up of staff and Councilmembers in case there are issues later where rules need to be implemented.

City Manager Witzansky stated he was open to that idea; recommended that they start with the ordinance drafting process first; explained that an ordinance would be better than a resolution in this situation so they could implement penalties.

More discussion followed.

Councilmember Obagi seconded the motion made by Councilmember Behrendt.

Mayor Light spoke of the importance of setting up the governance of the City logo; stated a subcommittee of staff and Councilmember could be trusted to guide the process, he didn't want every decision to have to come back to Council for adjudication at every step; suggested they approve the governance as they are reviewing the ordinance so they can hopefully get approved by spring.

More discussion followed regarding the ordinance and governance.

Councilmember Behrendt spoke of staff bringing to Council the initial responses to the RFI where they can decide whether staff can handle it or if Council needs to be involved.

Councilmember Obagi pointed out that staff had, at one point, created City swag and people loved it and residents are asking for more of it so he does have confidence in staff.

Mayor Light invited public comments.

City Clerk Manzano reported no one online and no eComments.

Motion carried 5-0 by voice vote.

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

CONTACT: JANE CHUNG, ASSISTANT TO THE CITY MANAGER

Jane Chung, City Manager's Office, introduced the item and stated that Dr. Richard Bernard and Jack Stein from FM3 would be joining the presentation to provide details on the survey results; reported that on July 1, 2025, City Council directed staff to engage a public opinion research firm to survey residents on the potential solicitation of the City's Commercial Retail Cannabis (CRC) permit applications and, on August 12, 2025, City Council approved an agreement with FM3 to conduct the survey of 500 registered voters; stated, on December 2, 2025, City Council authorized FM3 to release the survey and that evening FM3 were bringing forward the results for City Council's consideration.

Dr. Richard Bernard, FM3 Partner, explained that the survey was conducted between December 6, 2025 and December 15, 2025 in which they interviewed a random sample of 504 registered Redondo Beach voters; stated for the questions asked of everyone the margin of error was plus or minus four and, as promised, half the sample heard supportive arguments first, then opponents' arguments and the other half heard opponents', then supportive arguments; reported contacting people via telephone, email, and text and 49% chose to be interviewed on the telephone and 51% online; stated that early on in the survey they asked the residents to rate the job performance of the City's government and 61% had a favorable opinion, 19% rated fair, and 8% rated poor; provided in more detail the survey, what questions were asked and in what order, and results from each question given during the survey; noted that 78% had the incorrect answer when asked if it is legal to sell cannabis products in Redondo Beach; noted that 82% were unaware if there are legally permitted cannabis stores currently operating in Redondo Beach; stated that during the survey they provided a description of regulations if cannabis stores are legalized based on discussions from previous Council meetings and then re-asked the question: Do you support or oppose the City allowing retail cannabis stores to operate in Redondo Beach under the rules and regulations that have been established by the City; reported that 42% supported, 47% opposed it, and 11% were undecided; stated that the intensity favors the strongly opposed but they continue to provide additional information to the sample residents during the survey; provided a slide with a breakdown of results based on Council district and zip code to give the Council an idea of where the sample were at that point in the survey and explained the results; provided another slide that showed how people ranked the regulations that Council had discussed and supported in deliberations and explained the results; reported that the majority showed people appreciated each regulation Council supported even if they did not support it; stated they

again asked the question: Do you support or oppose the City allowing retail cannabis stores to operate in Redondo Beach under the rules and regulations that have been established by the City?; reported the overall response was the same and they like the ordinances and regulations but there was a slight opposition to it; stated then they took seven statements from the supporters and seven from the opponents and repeated the process they had done earlier, explained that after each statement they asked them if it made them more inclined or less inclined to support allowing retail cannabis stores in Redondo Beach; reported that among the leading issues about City ordinances established was to have sensible and strict regulations to permit the sale in the City to allow patients with debilitating diseases, like cancer, to have local access to doctor prescribed medical marijuana close to home.

Mayor Light asked a clarifying question regarding the percentages.

Dr. Bernard emphasized that the intensities are very modest and they were mainly looking at whether the percentages of the sides changed during the process; stated that the results showed him that there was more heft on the opposition arguments than there were on the supportive arguments; noted that due to El Segundo, Hermosa, Manhattan, and Torrance banning retail cannabis stores residents showed concern that Redondo Beach would get all the negative impacts if they allow retail cannabis stores in the City; continued to explain the next steps in the survey and the results associated with them; summed up the results in totality on a slide and reported, that regardless of the order, the messaging from the opposition moves the majority position beyond the margin of error; concluded that most voters are unaware of whether it is legal to sell cannabis products in the City, a slim majority do not want to allow retail stores in the City, a plurality opposed cannabis stores operating in the City under established City regulations, the residents do like the regulations in terms of location, independent product testing, and on-site security and safety standards; reported that in the end it was 55% opposed, 38% support, and 7% unsure.

Councilmember Waller referenced the job performance rating FM3 did previously and asked if they did the same question previously on that survey.

Dr. Bernard said he did not believe so or else he would have tracked it.

Councilmember Waller asked if Dr. Bernard felt it was a fair and impartial survey.

Dr. Bernard responded yes; stated that there is very low awareness in the community and the survey tries to help educate them.

Councilmember Obagi asked Dr. Bernard if it was fair to say that FM3 was not able to capture the entirety of the regulations that Council had enacted in the description given to the poll takers.

Dr. Bernard agreed that they did not capture the entirety because it would take too long and the residents would not stay on the phone that long.

Councilmember Obagi asked if it would be possible that those who took the polls had a greater perception of the adverse consequences of a cannabis store than could actually be realized under the regulations that Council has enacted.
Dr. Bernard pulled up the slide with the regulations and stated that even those opposed to retail cannabis stores favored the regulations enacted and most provided were about safety and protection; said he would argue that even if the residents surveyed heard a lengthier list that the results would have been the same.

Councilmember Obagi spoke about looking at the map to see where cannabis would be allowed and stated if they look at District 4 they could see where prior unlawful cannabis shops had to be shut down; commented that it was interesting to him that District 4 had the most favorable view despite the fact that they had the highest number of unlawful cannabis stores operating and noted the City needs to be more proactive in enforcing and regulating them; stated that this is the first time in his five years on Council where they reached a one year employment agreement with the Police Officers Association, and that they will be back at the table to negotiate another contract, and the question will be what did they do to get more money so the City could extend their contract for more than one year or give them a pay increase; spoke about ways the City is working towards bringing in more revenue such as the UUT, TOT, sales tax, etc. and stated they need to think about the amount of work the City demands of Police Department and Public Works Department so when it comes to their contracts and pay increase requests that they have the opportunity to provide that; spoke of cannabis presenting an opportunity to generate revenue from a portion of the residents or visitors who are consuming that particular good; commented that he doesn't think the respondents to the poll are necessarily seeing the challenge that Council is facing and do not have the opportunity to be in Closed Session to talk about pay for their employees and stated that is the reason he is in favor of moving forward with an RFP; stated he is open to opening one on a trial basis in South Redondo.

Mayor Light clarified he meant an RFA.

Councilmember Waller understood Councilmember Obagi's position; said his residents have been pretty vocal on both sides; agreed that revenue is important but due to the results of the survey he is not in support of moving forward with retail cannabis; commented that his mind in not closed on it and, if the public were to be better educated on the need to give the City's public safety employees a raise and the residents understood that, it could be revisited; spoke in support of a receive and file but did not make a motion.

Councilmember Castle reported he had done an informal survey in his district and the results were similar to what came back in the survey, which was roughly an even split; stated that looking at it in totality the residents of the City don't want it; noted that the survey did ask the question about the tax revenue and they still opposed using cannabis as a form of income for the City; stated that he would have to support the decision of the citizens of Redondo who don't want cannabis and prefer they use other mechanisms to fund the budget.

Councilmember Kaluderovic agreed with Councilmember Obagi that there is work needed in educating the residents and that was her intention with the smoke shop ordinance and proving to the residents that the City can handle enforcement of illegal products; agreed that they need to find ways to bring in revenue but she cannot go against the will of her constituents; commented that she is confident in the ordinance that they prepared and if in the future the sentiment of the community is different they could revisit it; voiced that the smoke shop enforcement may help residents feel like the City has a handle on it and maybe they will feel better about cannabis retail sales at a later time.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to receive and file the survey results and if entertain bringing the discussion back prior to the 27-28 budget.

Mayor Light invited public comments.

Jim Mueller commented that the survey was very thorough and stated it is clear to him that the community does not want cannabis retail presence in Redondo Beach; stated that there were no estimate of revenue given in the information; spoke of all the restrictions putting a strain on the stores making any money anyways; pointed out that there were no cannabis industry people in the audience that evening like there were when the Council was first considering cannabis retail stores; suggested they stop trying to bring a drug culture into the community and instead try harder to bring in commercial activity that Redondo Beach residents actually want.

Georgette Gantner stated that the City should get people that own property on Artesia but not doing anything with them on to sell or bring in business; referenced a report she submitted that, if feasible, and they could implement taxing developers it could bring millions into the City.

Joan Irvine, District 1, stated she has supported retail cannabis for the last 10 years; said that the reason why none of the cannabis companies are there is because they saw the survey and felt it is a lost cause; spoke of the lack of legal, regulated dispensaries pushes people to the black market where products could be dangerous and it exposes young people to contaminated substances as well as other criminal activities; commented that alcohol is worse and can cause death; reported that the City has approximately 15 liquor stores, 20 convenience stores and over a 100 restaurants where alcohol is served and children are allowed in; felt that the concern of residents was not consistent; questioned the narratives that are being pushed behind the scenes; stated that historically opposition has been financed by competing industries that feel threatened and said that Council is denying seniors and patients local access to products; recommended that Council bring it up sooner or put it on the ballot; asked them not to block regulations because kids don’t get safer the black market gets stronger.

Jonatan Cvetko (via Zoom) commented that it was a wise approach for Redondo to take time to consider the issue and make the most responsible decision for its residents; spoke

of having the benefit of hindsight since other cities had already explored the experimental legalizing of cannabis and noted that the survey showed that residents do not think it is a good fit for the City; noted that the state continues to struggle in administering and enforcing the program in an effective way that prioritizes public health and safety; spoke of all the issues governments have had in trying to support the industry; highlighted that Los Angeles will never be able to collect on the over $400 million in tax revenues owed to the city by its cannabis operators; spoke of his advocacy in considering the most responsible approach to regulating cannabis within the City and that the obvious choice is to listen to the will of the people and stop all progress in the allowance of cannabis operators within the City; voiced that he strongly supports the result of the survey and urged Council to listen to the will of the people.

Melissa DeChandt (via Zoom) thanked the Council and staff for the smoke shop ordinance; reported that she is working with cities up and down the coast to implement what Redondo has done; thanked them for putting forth the budget item to do the survey; urged Council to listen to the residents.

Ivan (via Zoom) reiterated what Melissa DeChandt said and stated he wished they would put the item to rest; commented that it is clear by the survey that the residents don't want drug dens in the City; wondered how clear the residents need to make it for Council; disagreed with Councilmember Obagi's comments that legalizing cannabis will lead to less illegal activity and stated that studies and reports have shown that legalization has fueled a thriving black market; commented that the Council needs to do what is best for the people; thanked Councilmember Waller for accepting the results of the Citywide survey which showed the majority of residents are opposed to cannabis shops.

City Clerk Manzano reported that concluded Zoom and that they received 14 eComments of which 12 were in support and 2 were opposed.

More discussion followed regarding whether or not they bring the item back during the budget cycle or during the Strategic Plan.

City Manager Witzansky stated they would be discussing it briefly next week as they look at their March schedule; to answer Councilmember Behrendt's question regarding the RFA, he noted that staff would have been prepared to execute the RFA if the results had been different.

Councilmember Behrendt asked both the City Manager and City Attorney if they would be able to execute the RFA if Council directed. Both the City Manager and City Attorney stated they would be able to execute it if it was prioritized.

More discussion followed regarding the motion, including the budget discussion, that staff could package it up as part of the budget conversation depending on the year-end report for 26-27.

Mayor Light commented that they just did the survey and thought it would be bad for them

to do a survey and then ignore the results and hoped they don't spend a lot of time readdressing the item in just a couple of months; stated that the survey was very damning from a perspective of support for cannabis retail stores and it would be wrong to do it again in just a few months; opined the mandate would be to find different ways to raise money; called the vote.

Motion carried 5-0 by voice vote.

O. CITY MANAGER ITEMS

City Manager Witzansky announced they would have a Regular Closed Session and Open Session meeting; reported the two primary topics on the Open Session would be the public hearing for 401 South PCH Project appeal and then the year-end financials for the 24-25 FY close which will be informational only; added that they will have a brief discussion about format for the March strategic planning effort; reminded Council that they will have a 1:00 p.m. meeting the last Tuesday of the month to discuss the Smoke Shop Business License Closure appeal.

P. MAYOR AND COUNCIL ITEMS - None

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Waller asked if a discussion item was needed to discuss collecting tax revenue from cannabis delivery into the City.

City Manager Witzansky recalled that they would have to gain access to the California license and registration and in order to be eligible to collect tax revenue they would have to permit cannabis retail in the community but he wasn't sure if they just needed an ordinance in place or if the City actually need to have issued a license permit; said he would need to follow up to determine the answer; stated if Council wanted to explore it they would need a discussion item or a Strategic Planning item.

Mayor Light stated they would be going back into Closed Session but wanted to highlight that they would be adjourning in memory of David Poster, a 99-year-old Redondo Beach resident.

Councilmember Kaluderovic commented that he was a proud Redondo Beach resident and loved being part of the community.

Councilmember Behrendt stated that Vanessa Poster is the daughter of David Poster; noted that he came to this country with his parents due to religious persecution, fought in two wars for this country, and also protested some wars; spoke of that showing that he was a person that kept an open mind and evaluated on the merits; attributed the City being a Blue Zone Community in part to David Poster; glad they were adjourning to his memory.

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
Elizabeth Hause, Community Services Director
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon (portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of Harbor Drive, Pacific Avenue, Catalina Avenue, Gertruda Avenue, Herondo Street, and Esplanade

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

UNDER NEGOTIATION:
Price and Terms

R.2. 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
Elizabeth Hause, Community Services Director
Jane Chung, Assistant to the City Manager

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon
239 & 245 N. Harbor Drive, Redondo Beach, CA 90277
(portions of APN #s: 7503-029-900 and 7503-029-903)

NEGOTIATING PARTIES:
Allen Sanford, BeachLife LLC - LA28 Event

UNDER NEGOTIATION:
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:
Silas Dettelbach by Guardian Ad Litem, Berna Dettelbach, individually and Spencer Dettelbach, individually v. City of Redondo Beach; and DOES 1-50, inclusive Case Number: 24TRCV01457

R.4. CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Diane Strickfaden, Director of Human Resources

EMPLOYEE ORGANIZATIONS:
Redondo Beach Police Officers' Association - Police Management Unit

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

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

PROPERTY:
3007 Vail Ave., Redondo Beach, CA 90278
(a portion of APN: 415-001-7931)
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.6. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager
Greg Kapovich, Waterfront & Economic Development Director
Katherine Buck, Waterfront & Economic Development Manager

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

NEGOTIATING PARTIES:
Allen Sanford, BeachLife Festival

UNDER NEGOTIATION:
Price and Terms

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Community Services Director
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:
Portions of the Redondo Beach Marina Parking Lot
(portions of APN #s: 7503-029-900 and 7503-029-903)
Portions of King Harbor turn basin and hand launch

NEGOTIATING PARTIES:
Adam Brzyski, Game On Live Studio, Water Polo Program Coordinator

UNDER NEGOTIATION:
Price and Terms

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

AGENCY NEGOTIATOR:
Mike Witzansky, City Manager
Elizabeth Hause, Community Services Director

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

NEGOTIATING PARTIES:
Mike Ward, VR Promotions and Events

UNDER NEGOTIATION:
Price and Terms

Liaison Emily Bodkin read titles to items R.1, R.5, R.6, R.7 and R.9 that would be covered in Closed Session.

City Manager Witzansky announced the following would be participating in Closed Session: City Manager Mike Witzansky, City Attorney Joy Ford, Assistant City Attorney Cheryl Park, W.E.D. Director Greg Kapovich, W.E.D. Manager Katherine Buck, and Community Services Director Elizabeth Hause.

Motion by Councilmember Obagi, seconded by Councilmember Waller, to recess back to Closed Session at 8:18 p.m.

Motion carried 5-0 by voice vote.

S. RECONVENE TO OPEN SESSION – 10:25 P.M.

ROLL CALL

Councilmembers Present:	Waller, Castle, Kaluderovic, Obagi, Behrendt, Mayor Light
Councilmembers Absent:	None
Officials Present:	Mike Witzansky, City Manager

City Manager Witzansky reported no reportable action from Closed Session.

T. ADJOURNMENT – 10:26 P.M.

Motion by Councilmember Obagi, seconded by Councilmember Kaluderovic, to adjourn the meeting in honor of David Poster.

Motion carried 5-0 by voice vote.

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, February 17, 2026, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

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

Respectfully submitted:

Eleanor Manzano, CMC
City Clerk

Administrative Report

H.4., **File #** 26-0209 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS
CHECKS 30551-30566 IN THE AMOUNT OF $22,689.27, PD. 2/27/26
DIRECT DEPOSIT 308004-308639 IN THE AMOUNT OF $2,585,757.13, PD. 2/27/26
EFT/ACH $10,835.18, PD. 2/13/26 (PP2604)
EFT/ACH $475,687.28, PD. 2/23/26 (PP2603)

ACCOUNTS PAYABLE DEMANDS
CHECKS 123666-123841 IN THE AMOUNT OF $2,965,697.90
EFT CALPERS MEDICAL INSURANCE $572,275.92
EFT US DEPT OF HUD $26,033.00
DIRECT DEPOSIT 100010240-100010328 IN THE AMOUNT OF $113,876.85, PD.2/27/26
REPLACEMENT DEMANDS 123664-123665

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

- 03032026_RECOMMENDATION_TO_APPROVE
- 03032026_VENDOR_INVOICE_LIST

RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING MARCH 3, 2026

a. Payroll Demands

- **Checks 30551-30566, $22,689.27, Pd.2/27/26**
- **Direct Deposit 308004-308639, $2,585,757.13, Pd.2/27/26**
- **EFT/ACH $10,835.18, Pd. 2/13/26 (PP2604)**
- **EFT/ACH $475,687.28, Pd. 2/23/26 (PP2603)**

b. Accounts Payable Demands

- **Checks 123666-123841, $2,965,697.90**
- **EFT CalPERS Medical Insurance $572,275.92**
- **EFT US Dept of HUD $26,033.00**
- **Direct Deposit 100010240-100010328, $113,876.85, Pd. 2/27/26**

Replacement Demands

123664	**Sasha Ruiz** **(Replaced ck #121104-Stale)**	**$400.00**
123665	**California Municipal Statistics Inc.** **(Replaced ck #122364-Never rec'd)**	**$1,200.00**

I hereby approve and authorize for payment the above demands.

Mike Witzansky
City Manager

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
5820 ADMINSURE										
18633		02/15/2026	10333953	03032026	123666	12,200.00	02/23/2026	INV	PD	GL & WC MARCH 2026
12200 AGA ENGINEERS, INC.										
26013-IN	7132	01/31/2026	10334096	03032026	123667	1,080.00	02/23/2026	INV	PD	On-Call Task Orders (ref
15018 AGILE BRIDGE CLUB										
020226JANUARY26		02/18/2026	10334034	03032026	123668	1,010.10	02/18/2026	INV	PD	020226JANUARY26 SENIOR BR
12753 ALESHIRE & WYNDER LLP										
102444		01/28/2026	10334231	03032026	123669	47.27	02/23/2026	INV	PD	12/25 SB-9 Legal Fees
12747 ALL CITY MANAGEMENT SERVICES INC										
PS-INV103640	7113	02/06/2026	10334144	03032026	123670	5,983.05	03/03/2026	INV	PD	CROSSING GUARD SERVICES 0
11750 ALLIED UNIVERSAL SECURITY SERVICES										
205564		02/24/2026	10334433	03032026	123671	1,704.48	02/24/2026	INV	PD	USHER SERVICES FOR GREATE
205565		02/24/2026	10334432	03032026	123671	7,908.63	02/24/2026	INV	PD	USHER SERVICES FOR GRAVIT
205566		02/24/2026	10334434	03032026	123671	1,799.19	02/24/2026	INV	PD	USHER SERVICES FOR SAMAY
205567		02/24/2026	10334435	03032026	123671	2,141.88	02/24/2026	INV	PD	USHER SERVICES FOR FLYPOE
						13,554.18				
12924 AMERICAN GUARD SERVICES INC										
INV187978	7060	02/19/2026	10334155	03032026	123672	17,959.04	02/19/2026	INV	PD	Jan 2026 American Guard S
176 AMERICAN TEXTILE MAINTENANCE COMPANY										
21385035	7019	02/06/2026	10334036	03032026	123673	309.72	02/19/2026	INV	PD	JAIL FACILITY LINEN SERVI
21386990	7019	02/10/2026	10334037	03032026	123673	307.10	02/19/2026	INV	PD	JAIL FACILITY LINEN SERVI
21389094	7019	02/13/2026	10334038	03032026	123673	309.72	02/19/2026	INV	PD	JAIL FACILITY LINEN SERVI
21390970	7019	02/17/2026	10334039	03032026	123673	291.71	02/19/2026	INV	PD	JAIL FACILITY LINEN SERVI
						1,218.25				
11925 ARDURRA GROUP, INC.										
179810	6938	02/10/2026	10334097	03032026	123674	7,559.25	02/23/2026	INV	PD	CONSTRUCTION MANAGEMENT R
2825 AT&T										
339343702848880201 26		02/01/2026	10334142	03032026	123675	48.51	03/04/2026	INV	PD	MONTHLY FEES ACCOUNT 339
33934370302144020126		02/01/2026	10334143	03032026	123675	48.51	03/04/2026	INV	PD	MONTHLY FEES ACCOUNT 339
						97.02				
15139 AT&T MOBILITY										
X02042026		01/26/2026	10334168	03032026	123676	122.22	02/21/2026	INV	PD	ACCT 287353736760 -FIRSTN

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
14599 ATG USA										
316907R1H8R		02/11/2026	10333816	03032026	123677	1,026.68	02/11/2026	INV	PD	BLUEBEAM UPFRONT SUB RENE
8029 ATHENS SERVICES										
21073395	7058	02/01/2026	10333925	03032026	123678	9,719.28	02/16/2026	INV	PD	PIER COMPACTOR ROLL-OFF S
21073425	7058	02/01/2026	10333926	03032026	123678	472.96	02/16/2026	INV	PD	PIER COMPACTOR ROLL-OFF S
						10,192.24				
8688 BAVCO BACKFLOW APPARATUS & VALVE COMPANY										
374587		01/29/2026	10334053	03032026	123679	440.00	02/28/2026	INV	PD	REPAIR BACKFLOW DEVICE AT
13711 BAY AREA TRASH COMPACTOR										
14995		02/12/2026	10334166	03032026	123680	648.78	03/14/2026	INV	PD	AC CASE BALE STRAPPING FO
10196 BC TRAFFIC SPECIALIST										
106458		01/30/2026	10334165	03032026	123681	1,990.14	03/01/2026	INV	PD	POSTS, GLOVES, & VESTS FO
106627		01/31/2026	10333828	03032026	123681	4,893.75	02/23/2026	INV	PD	RS70032CT CONES 28" ORANG
106628	7218	01/31/2026	10333826	03032026	123681	6,189.79	02/23/2026	INV	PD	TRAFFIC CONES & BARRICADE
						13,073.68				
15472 BEACH CITY PROPERTIES LLC										
604NPAULINA-REFUND		02/19/2026	10334170	03032026	123682	3,000.00	02/19/2026	INV	PD	DEMO DEPOSIT REFUND FOR 6
10436 BIBLIOTHECA, LLC										
INV-US84625		02/09/2026	10334089	03032026	123683	1,553.77	03/11/2026	INV	PD	SECURITY GATE REPAIRS
3121 BLUE DIAMOND										
4469638		02/09/2026	10333829	03032026	123684	775.98	03/09/2026	INV	PD	SHEET ASPHALT
4473685		02/16/2026	10334079	03032026	123684	2,019.46	03/16/2026	INV	PD	SHEET ASPHALT, AC 3/8 FIN
						2,795.44				
11112 BLUE360 MEDIA, LLC										
IN2510273181		12/19/2025	10334205	03032026	123685	296.14	02/23/2026	INV	PD	2026 CA Vehicle Code Hand
416 BOUND TREE MEDICAL, LLC										
86098157		02/12/2026	10334171	03032026	123686	826.09	03/14/2026	INV	PD	PARAMEDIC SUPPLIES
15482 BURNS, APRIL										
205172		02/17/2026	10333999	03032026	123687	200.00	02/17/2026	INV	PD	REFUND 205172 AV RETURN D
577 CALIFORNIA WATER SERVICE										
0125637138-02092026		02/09/2026	10334273	03032026	123688	1,212.54	02/23/2026	INV	PD	500 FISHERMAN WHARF 1/9-0
2211933964-02092026		02/09/2026	10334271	03032026	123688	6,973.57	02/23/2026	INV	PD	180 HARBOR DR, W TORR RB

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3204536263-01212026		01/21/2026	10334277	03032026	123688	284.01	02/23/2026	INV	PD	SW COR BASIN 3 12/9-01/08
3204536263-02192026		02/19/2026	10334279	03032026	123688	313.59	02/23/2026	INV	PD	SW COR BASIN 3 01/9-02/26
4849028382-01212026		01/21/2026	10334286	03032026	123688	810.08	02/23/2026	INV	PD	PAR 9 KNG HAR FL DCK 12/9
4849028382-02192026		02/19/2026	10334288	03032026	123688	1,206.70	02/23/2026	INV	PD	PAR 9 KNG HAR FL DCK 01/0
6679269167-012126		01/21/2026	10333928	03032026	123688	2,847.66	02/09/2026	INV	PD	116 YACHT CLUB WAY, 137 I
6682231418-012726		01/27/2026	10333929	03032026	123688	191.26	02/17/2026	INV	PD	FLAGLER LN, NELSON AVE,R
7209400757-01212026		01/21/2026	10334281	03032026	123688	1,222.43	02/23/2026	INV	PD	181 N HARBOR DR 12/9-01/0
7209400757-02192026		02/19/2026	10334283	03032026	123688	1,409.32	02/23/2026	INV	PD	181 N HARBOR DR 01/09-02/
9225664940-0121206		01/21/2026	10334284	03032026	123688	980.71	02/23/2026	INV	PD	181 N HARBOR DR 12/09-01/
9225664940-02192026		02/19/2026	10334285	03032026	123688	1,019.05	02/23/2026	INV	PD	181 N HARBOR DR 01/9-02/0
9968051525-02092026		02/09/2026	10334272	03032026	123688	1,915.30	02/23/2026	INV	PD	PORTOFINO, MARINA WAY 1/9
						20,386.22				
14903 CALPROMAX ENGINEERING INC										
1	6829	02/23/2026	10334270	03032026	123689	1,006,876.14	02/24/2026	INV	PD	ARTESIA BLVD INTRSCTN SAF
12246 CANINE DEPLOYMENT STRATEGIES										
283	7023	02/19/2026	10334207	03032026	123690	2,133.32	03/03/2026	INV	PD	01/2026 K9 TRAINING
15480 CARTER, MARIA										
205174		02/17/2026	10333997	03032026	123691	400.00	02/17/2026	INV	PD	REFUND 205174 AV RETURN D
15020 CENGAGE LEARNING INC										
999102298111		02/05/2026	10333897	03032026	123692	123.42	03/03/2026	INV	PD	BOOKS
999102309906		02/06/2026	10333898	03032026	123692	161.28	03/08/2026	INV	PD	BOOKS
999102312561		02/07/2026	10333899	03032026	123692	163.75	03/09/2026	INV	PD	BOOKS
999102347927		02/10/2026	10334088	03032026	123692	86.40	03/12/2026	INV	PD	BOOKS
						534.85				
660 CHARLES ABBOTT ASSOCIATES INC										
69988	7108	01/31/2026	10334098	03032026	123693	7,528.75	02/23/2026	INV	PD	NPDES PROFESSIONAL SERVIC
661 CHARLES E. THOMAS CO.										
121706		02/06/2026	10333831	03032026	123694	295.75	03/06/2026	INV	PD	UNLEADED PUMP MAINTENANCE
13000 CHARTER COMMUNICATIONS										
237747601020126		02/01/2026	10334141	03032026	123695	455.59	03/03/2026	INV	PD	MONTHLY FEES ACCOUNT 2377
15414 CHILDREN'S PLUS INC										
273316		01/30/2026	10333895	03032026	123696	184.67	03/02/2026	INV	PD	BOOKS
273846		02/06/2026	10334074	03032026	123696	363.37	03/08/2026	INV	PD	JUVY BOOKS
273960		02/09/2026	10334075	03032026	123696	250.74	03/11/2026	INV	PD	JUVY BOOKS
273961		02/09/2026	10334076	03032026	123696	112.98	03/11/2026	INV	PD	JUVY BOOKS
						911.76				
705 CITY OF REDONDO BEACH										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
JANUARY 2026		01/31/2026	10334225	03032026	123697	207,321.47	02/23/2026	INV	PD	WC JANUARY 2026 124657-12
709 CITY OF TORRANCE										
00020000015775-12626		01/26/2026	10333930	03032026	123698	55.10	02/26/2026	INV	PD	18140 HAWTHORNE BLVD 11/2
00020000015794-12626		01/26/2026	10333932	03032026	123698	577.82	02/26/2026	INV	PD	17560 HAWTHORNE BLVD 11/2
00020000016096-12626		01/26/2026	10333933	03032026	123698	121.41	02/26/2026	INV	PD	1521 KINGSDALE 11/24/25-1
00020000049865-12626		01/26/2026	10333937	03032026	123698	134.78	02/26/2026	INV	PD	1521 KINGSDALE AVE 11/24/
00020000054109-11226		01/12/2026	10333938	03032026	123698	99.00	02/12/2026	INV	PD	1521 KINGSDALE AVE - SHEL
						988.11				
725 CLEAN ENERGY										
CE12831549	7192	02/18/2026	10334086	03032026	123699	5,101.36	04/04/2026	INV	PD	CNG M&O JANUARY 2026
12849 CLEAR INC										
INV.012026		02/01/2026	10334206	03032026	123700	25,328.16	02/23/2026	INV	PD	1/26 ACR Services
14427 CLIFTONLARSONALLEN LLP										
L261071614	7118	02/16/2026	10334259	03032026	123701	3,045.00	02/17/2026	INV	PD	FY 24-25 AUDIT SERVICES
15273 CMI, INC.										
8077427	7156	11/21/2025	10334040	03032026	123702	10,815.74	02/19/2026	INV	PD	INTOXILYZER 9000 PURCHASE
11907 COBRA-ADVANTAGE ADMINISTRATORS										
193443		01/31/2026	10333931	03032026	123703	460.85	02/23/2026	INV	PD	BENEFITS - PARICIPANT FEE
9413 COLANTUONO, HIGHSMITH & WHATLEY, PC										
66256		07/28/2025	10334257	03032026	123704	1,339.80	02/23/2026	INV	PD	TELECOM GENERAL CONSULTIN
67179		09/28/2025	10334262	03032026	123704	197.50	02/23/2026	INV	PD	GOOGLE/TATA AGREEMENT 8/3
68105		11/30/2025	10334260	03032026	123704	276.50	02/23/2026	INV	PD	TELECOM GENERAL CONSULTIN
68596		12/15/2025	10334263	03032026	123704	592.50	02/23/2026	INV	PD	GOOGLE/TATA AGREEMENT 11/
						2,406.30				
14801 COLBERT, ROY E.										
24-006.302 FS2	6739	02/09/2026	10333839	03032026	123705	946.00	03/09/2026	INV	PD	FIRE STATION 2 FENCE & RO
C25-010.303	6739	01/23/2026	10333840	03032026	123705	2,550.00	02/23/2026	INV	PD	EXECUTIVE RESTROOMS, RB C
						3,496.00				
8889 COMMLINE, INC.										
0521897-IN		01/07/2026	10334110	03032026	123706	663.66	02/19/2026	INV	PD	Radio repair 0032618
817 COOPERATIVE PERSONNEL SERVICES										
BSCC-INV14871		01/31/2026	10334042	03032026	123707	1,360.20	02/19/2026	INV	PD	BSCC EXAM FOR CSO II 01/2
TR-RTN004612		05/03/2025	10322916	03032026	123707	-70.00	06/09/2025	CRM	PD	CREDIT MEMO EXECUTIVE SEC

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						1,290.20				
3648 COUNTY OF L.A. DEPT. OF PUBLIC WORKS										
26011203803		01/12/2026	10334167	03032026	123708	84.23	02/12/2026	INV	PD	LABOR & EQUIPMENT 12/25
14660 COVINGTON & BURLING LLP										
61167036		12/24/2025	10334240	03032026	123709	5,475.00	02/23/2026	INV	PD	11/25 9300 Wilshire Bankr
61171543		02/13/2026	10334237	03032026	123709	2,771.37	02/23/2026	INV	PD	12/25 9300 Wilshire Bankr
						8,246.37				
15484 CRISOSTOMO, LISA										
205168		02/17/2026	10334001	03032026	123710	400.00	02/17/2026	INV	PD	REFUND 205168 AV RETURN D
8372 CULLIGAN OF SANTA ANA										
CULLIGAN1254507-FINA		02/19/2026	10334116	03032026	123711	609.36	03/19/2026	INV	PD	PD PIER SUBSTATION FINAL
8043 D & R OFFICE WORKS INC										
138181	7235	01/12/2026	10334162	03032026	123712	5,082.41	02/12/2026	INV	PD	OFFICE FURNITURE FOR PLAN
138286		01/26/2026	10334026	03032026	123712	1,587.21	02/23/2026	INV	PD	OFFICE FURNITURE
						6,669.62				
919 DANIELS TIRE SERVICE										
200561473		01/28/2026	10333972	03032026	123713	297.63	02/28/2026	INV	PD	TIRES - STOCK
200562118		02/04/2026	10333973	03032026	123713	880.70	03/04/2026	INV	PD	UNIT 012 - TIRES
200562127		02/04/2026	10333974	03032026	123713	413.97	03/04/2026	INV	PD	STOCK - TRACTOR TIRES
						1,592.30				
6062 DAVE BANG ASSOCIATES, INC.										
CA60225		02/09/2026	10333910	03032026	123714	1,961.35	03/11/2026	INV	PD	GREGG PARKETTE PLAYGROUND
952 DELL COMPUTER CORPORATION										
10857340202	7212	02/19/2026	10334103	03032026	123715	8,468.59	02/19/2026	INV	PD	Dell Pro 16 Plus PB16250
11476 DELL FINANCIAL SERVICES L.L.C.										
4802259	7284	02/17/2026	10333959	03032026	123716	153,010.05	02/17/2026	INV	PD	001-6458532-014 US FMV LE
960 DEMCO, INC.										
7759647		02/04/2026	10333896	03032026	123717	510.34	03/02/2026	INV	PD	AUDIOVISUAL SUPPLIES
971 DEPARTMENT OF JUSTICE										
022641		02/05/2026	10334219	03032026	123718	192.00	02/23/2026	INV	PD	FINGERPRINTS JANUARY 2026
5076 DEPARTMENT OF MOTOR VEHICLES										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
620-17PLATES		01/13/2026	10333942	03032026	123719	28.00	02/13/2026	INV	PD	REPLACEMENT PLATES-DUP TI
11884 DIAMOND ENVIRONMENTAL SERVICES LP										
0006771746		02/09/2026	10334201	03032026	123720	715.10	02/23/2026	INV	PD	Pallet Shelter Power Pole
13046 DIAMOND, RHONDA										
RDWINTER2026		02/23/2026	10334212	03032026	123721	4,158.00	02/23/2026	INV	PD	RDWINTER2026 LINE DANCE 3
15471 EAGLE ONE CONSTRUCTION										
409NPCH-REFUND		02/19/2026	10334169	03032026	123722	3,000.00	02/19/2026	INV	PD	DEMO DEPOSIT REFUND FOR 4
1055 EASY READER										
ER26021219		02/12/2026	10333911	03032026	123723	385.00	03/11/2026	INV	PD	EASY READER USED OIL RECY
1099 EMPLOYMENT DEVELOPMENT DEPT										
L0358972464		01/28/2026	10333785	03032026	123724	8,601.00	02/23/2026	INV	PD	UNEMPLOYMENT 10/01/2025 -
1110 ENTENMANN-ROVIN COMPANY										
0193115-IN		02/10/2026	10334069	03032026	123725	1,617.40	02/23/2026	INV	PD	PROMOTIONAL BADGES
0193170-IN		02/11/2026	10334239	03032026	123725	190.76	02/23/2026	INV	PD	Sr. Deputy Prosecutor Bad
						1,808.16				
9987 EXCELSIOR ELEVATOR										
37888	7280	10/27/2025	10333982	03032026	123726	7,200.00	02/23/2026	INV	PD	LOAD TEST CITY HALL/LIBRA
38209	7280	01/29/2026	10333983	03032026	123726	540.00	02/23/2026	INV	PD	PROVIDE CITYWIDE ELEVATOR
38214	7280	01/29/2026	10333984	03032026	123726	720.00	02/23/2026	INV	PD	PROVIDE CITYWIDE ELEVATOR
38288	7280	01/19/2026	10333917	03032026	123726	1,095.00	02/19/2026	INV	PD	PROVIDE CITYWIDE ELEVATOR
						9,555.00				
1176 FEDERAL EXPRESS CORPORATION										
9-140-86682		01/16/2026	10334208	03032026	123728	97.47	03/03/2026	INV	PD	OVERNIGHT SERVICES 01/12/
9-159-78692		02/10/2026	10333796	03032026	123727	17.88	02/10/2026	INV	PD	SAME DAY PICK UP FUEL CHA
						115.35				
10191 FRONTIER										
2091504212-20876		02/10/2026	10333794	03032026	123729	79.15	02/10/2026	INV	PD	SAL 4 WIRE RB PD
15408 GALLS LLC										
033375953		12/05/2025	10334136	03032026	123730	103.11	01/04/2026	INV	PD	UNIFORMS
033981257		02/05/2026	10334147	03032026	123730	147.40	03/07/2026	INV	PD	UNIFORMS
034027238		02/10/2026	10334158	03032026	123730	150.14	03/12/2026	INV	PD	UNIFORMS
						400.65				
12982 GARCIA, GERARDO										

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
TEAMSTERS 02/05/2026		01/08/2026	10334119	03032026	123731	140.00	02/23/2026	INV	PD	TEAMSTERS AUTOMOTIVE PRER
15479 GARCIA, TOSHTON										
205175		02/17/2026	10333995	03032026	123732	200.00	02/17/2026	INV	PD	REFUND 205175 AV RETURN D
1300 GAS COMPANY, THE										
06964443334-020426		02/04/2026	10333939	03032026	123733	9,159.15	02/25/2026	INV	PD	301 ESPLANADE, 3007 VAIL,
16503508778-0126		01/30/2026	10333808	03032026	123733	13,054.48	02/23/2026	INV	PD	CNG FUEL 1/1 - 2/1/26
						22,213.63				
15467 GCP WW HOLDCO										
INV3010000155		12/28/2025	10333988	03032026	123734	328.13	01/28/2026	INV	PD	WORK BOOTS FY 25/26 - JES
INV3010000459		02/02/2026	10333992	03032026	123734	248.64	03/19/2026	INV	PD	WORKBOOTS FY 25/26 - DAVI
INV3010000696		02/12/2026	10333991	03032026	123734	350.00	03/29/2026	INV	PD	WORKBOOTS FY 25/26 - JESU
						926.77				
14454 GENERAL CODE LLC										
PG000044306		11/26/2025	10334214	03032026	123735	1,125.00	02/23/2026	INV	PD	MUNICIPAL CODE SUPPLEMENT
7023 GEOSYNTEC										
646868	6791	09/03/2025	10334114	03032026	123736	274.50	02/23/2026	INV	PD	ENVIRONMENTAL SUPPORT SER
3706 GOLDEN STATE WATER										
54719000009-020526		02/05/2026	10333940	03032026	123737	137.79	02/26/2026	INV	PD	REDONDO BB, ARTESIA, LAWN
10677 GRIFFIN STRUCTURES, INC.										
SS-RBMFP-05	7130	02/10/2026	10333789	03032026	123738	16,922.40	02/10/2026	INV	PD	CONSULTANT SERVICES FOR M
15483 GROTTS, CERITA										
205169		02/17/2026	10334000	03032026	123739	200.00	02/17/2026	INV	PD	REFUND 205169 AV RETURN D
1416 HAAKER EQUIPMENT COMPANY										
INV21376		10/31/2025	10333913	03032026	123740	31.69	02/28/2026	INV	PD	FINANCE CHARGE ON OVERDUE
13317 HERC RENTALS										
36267202-001		01/21/2026	10334044	03032026	123741	123.53	02/23/2026	INV	PD	CONCRETE TROWELL MACHINE
14265 HOLIDAY GOO										
21852		02/09/2026	10333776	03032026	123742	3,317.19	02/10/2026	INV	PD	EASTER EGGS FOR EASTER EG
15259 HORIZONS CONSTRUCTION COMPANY INTERNATIONAL INC.										
143548.00C	7210	02/04/2026	10333838	03032026	123743	4,376.54	03/04/2026	INV	PD	PIER ORGANICS COMPACTOR E

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3519 HUNTINGTON BEACH HONDA										
120951	7109	02/11/2026	10334134	03032026	123744	1,611.77	02/11/2026	INV	PD	2020 HONDA CRF MAINTENANC
3760 IBARRA-ARMAS, KRISTY										
02092026WINTER26		02/18/2026	10334033	03032026	123745	546.00	02/18/2026	INV	PD	02092026WINTER26 3APG0510
12157 ILAND INTERNET SOLUTIONS CORPORATION										
71307762		02/11/2026	10333815	03032026	123746	150.00	02/11/2026	INV	PD	CONTRACT 21013 DATA CENTE
1566 INDUSTRIAL LOCK & SECURITY, INC.										
258335		02/06/2026	10334108	03032026	123747	209.50	02/19/2026	INV	PD	Lock repair west exit
8433 INGRAM LIBRARY SERVICES										
94244227		02/04/2026	10333900	03032026	123748	83.35	03/06/2026	INV	PD	BOOKS
94244228		02/04/2026	10333901	03032026	123748	63.06	03/06/2026	INV	PD	BOOKS
94244229		02/04/2026	10333902	03032026	123748	85.95	03/06/2026	INV	PD	BOOKS
94244230		02/04/2026	10333903	03032026	123748	13.38	03/06/2026	INV	PD	BOOK
94244231		02/04/2026	10333904	03032026	123748	43.66	03/06/2026	INV	PD	BOOKS
94306066		02/06/2026	10333905	03032026	123748	30.25	03/08/2026	INV	PD	BOOKS
94313753		02/06/2026	10333906	03032026	123748	93.81	03/08/2026	INV	PD	BOOKS
94313754		02/06/2026	10333907	03032026	123748	45.31	03/08/2026	INV	PD	BOOKS
94361114		02/09/2026	10333908	03032026	123748	46.64	03/11/2026	INV	PD	BOOKS
94361115		02/09/2026	10333909	03032026	123748	47.36	03/11/2026	INV	PD	BOOKS
94361116		02/09/2026	10334070	03032026	123748	46.55	03/11/2026	INV	PD	BOOKS
94361117		02/09/2026	10334072	03032026	123748	42.62	03/11/2026	INV	PD	BOOKS
94361118		02/09/2026	10334073	03032026	123748	14.01	03/11/2026	INV	PD	BOOK
94361119		02/09/2026	10334090	03032026	123748	39.99	03/11/2026	INV	PD	BOOKS
94361120		02/09/2026	10334091	03032026	123748	484.11	03/11/2026	INV	PD	BOOKS
94361121		02/09/2026	10334092	03032026	123748	147.30	03/11/2026	INV	PD	BOOKS
94430326		02/11/2026	10334093	03032026	123748	89.39	03/13/2026	INV	PD	BOOKS
94430327		02/11/2026	10334094	03032026	123748	20.89	03/13/2026	INV	PD	BOOKS
						1,437.63				
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
130116439		02/03/2026	10333835	03032026	123749	1,831.69	03/03/2026	INV	PD	BATTERIES - STOCK
130116586		02/17/2026	10334082	03032026	123749	638.33	03/17/2026	INV	PD	STOCK BATTERIES
						2,470.02				
15486 KROM, MARISA										
205165		02/17/2026	10334003	03032026	123750	200.00	02/17/2026	INV	PD	REFUND 205165 AV RETURN D
1807 L.N. CURTIS & SONS, INC.										
INV1036701		02/06/2026	10334164	03032026	123751	468.22	03/08/2026	INV	PD	SENSIT COMBO GAS
5392 LAKIN TIRE WEST, INC.										
IN2161838		02/13/2026	10334120	03032026	123752	719.64	02/13/2026	INV	PD	USED TIRE PICK UP

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
14934 LAU, MELINDA										
2026-001-CC		02/09/2026	10334222	03032026	123753	1,402.50	02/23/2026	INV	PD	MEETING MINUTES FOR CITY
2026-002-TRANSCRIPT		02/09/2026	10334223	03032026	123753	595.00	02/23/2026	INV	PD	MINUTES TRANSCRIPT REVIEW
2026-004-TRANSCRIPT		02/18/2026	10334230	03032026	123753	340.00	02/23/2026	INV	PD	MINUTES TRANSCRIPT REVIEW
2026-005-CC		02/18/2026	10334232	03032026	123753	1,020.00	02/23/2026	INV	PD	MEETING MINUTES FOR CITY
2026-006-CFA		02/18/2026	10334226	03032026	123753	85.00	02/23/2026	INV	PD	MEETING MINUTES FOR CFA -
2026-196-HA		01/22/2026	10334220	03032026	123753	255.00	02/23/2026	INV	PD	MEETING MINUTES FOR HOUSI
						3,697.50				
15488 LAUDERMILK, JESSICA										
205187		02/17/2026	10334005	03032026	123754	305.00	02/17/2026	INV	PD	REFUND 205187 7REC0105-04
11194 LEECH TISHMAN FUSCALDO & LAMPL INC.										
373280		02/06/2026	10334198	03032026	123755	370.00	02/23/2026	INV	PD	1/26 M. Taras Legal Fees
373281		02/06/2026	10334200	03032026	123755	25.00	02/23/2026	INV	PD	1/26 Rangle (PMQ Depo) Le
						395.00				
13321 LEHR, JORDAN										
FIRE 01/31/2026		11/06/2025	10333856	03032026	123756	345.00	02/23/2026	INV	PD	FIRE HIGH RISE FIREFIGHTI
1881 LIBRARY STORE, INC.										
774440		02/03/2026	10333893	03032026	123757	561.60	03/30/2026	INV	PD	PRINTING SUPPLIES
1884 LIEBERT CASSIDY WHITMORE										
315475		01/31/2026	10334221	03032026	123758	3,476.00	02/23/2026	INV	PD	POA NEGOTIATIONS 2025
1887 LIFE ASSIST, INC.										
2062521		02/05/2026	10334135	03032026	123759	2,812.66	03/22/2026	INV	PD	PARAMEDIC SUPPLIES
2062818		02/10/2026	10334150	03032026	123759	254.89	03/27/2026	INV	PD	PARAMEDIC SUPPLIES/EQUIPM
2064748		02/11/2026	10334156	03032026	123759	40.76	03/28/2026	INV	PD	PARAMEDIC SUPPLIES
2066215		02/13/2026	10334159	03032026	123759	27.17	03/30/2026	INV	PD	PARAMEDIC SUPPLIES
2067643		02/16/2026	10334160	03032026	123759	2,149.70	04/02/2026	INV	PD	PARAMEDIC SUPPLIES
						5,285.18				
1952 LOS ANGELES COUNTY SHERIFF'S DEPT.										
261758BL		02/13/2026	10334154	03032026	123760	1,785.20	02/19/2026	INV	PD	01/2026 JAIL MEAL SERVICE
14777 MADE BY MEG										
8216500		02/10/2026	10333779	03032026	123761	356.69	02/10/2026	INV	PD	MADE BY MEG SENIOR LUNCH
8218001		02/10/2026	10333780	03032026	123761	356.69	02/10/2026	INV	PD	Made by Meg Senior Lunch
8218002		02/10/2026	10333781	03032026	123761	356.69	02/10/2026	INV	PD	Made by Meg Senior Lunch
8218003		02/10/2026	10333782	03032026	123761	356.69	02/10/2026	INV	PD	Made by Meg Senior Lunch
						1,426.76				
7847 MANNING & KASS, ELLROD, RAMIREZ, TRESTER LLP										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
852683		01/12/2026	10334192	03032026	123762	2,695.00	02/23/2026	INV	PD	12/25 E. Carter v. G. And
854038		02/06/2026	10334202	03032026	123762	567.65	02/23/2026	INV	PD	1/26 E. Carter v. G. Ande
						3,262.65				
11710 MARINA LANDSCAPE, INC										
4	6981	02/17/2026	10334101	03032026	123763	232,876.35	02/23/2026	INV	PD	PCH/HERONDO OPEN SPACE PR
11202 MARK43										
INV1730	7283	01/07/2026	10334133	03032026	123764	5,000.00	02/06/2026	INV	PD	CAD SYSTEM INTERFACE WITH
2080 MC KEEGAN, ROBERT										
WINTER2026BM		02/23/2026	10334217	03032026	123765	5,743.50	02/23/2026	INV	PD	WINTER2026BM TENNIS 3TEN1
7177 MICHEL & ASSOCIATES, P.C.										
14339TS		01/09/2026	10334191	03032026	123766	5,398.50	02/23/2026	INV	PD	11/25 R. Rivas Legal Fees
14439TS		02/03/2026	10334229	03032026	123766	1,357.00	02/23/2026	INV	PD	12/25 BBK Landfill (PRP)
14450TS		02/03/2026	10334228	03032026	123766	413.00	02/23/2026	INV	PD	12/25 General Counsel
						7,168.50				
4195 MICHEL, SYDNE										
021926		02/23/2026	10334190	03032026	123767	223.89	02/23/2026	INV	PD	12/25 Travel Reimburse Re
2144 MIDWEST TAPE										
508403322		02/05/2026	10333894	03032026	123768	107.77	03/07/2026	INV	PD	AUDIOVISUAL
508434010		02/12/2026	10334087	03032026	123768	41.15	03/14/2026	INV	PD	AUDIOVISUAL
						148.92				
13349 MINUTEMAN PRESS REDONDO BEACH										
34814	6217	02/11/2026	10333813	03032026	123769	186.58	02/11/2026	INV	PD	Minuteman Press Printing
8701 MOTOROLA SOLUTIONS, INC.										
1411203110	7279	09/04/2025	10334132	03032026	123770	5,260.04	03/03/2026	INV	PD	VIGILANT ALPR LEARN API I
14196 NAPA AUTO PARTS										
072153		02/10/2026	10333833	03032026	123771	69.18	03/10/2026	INV	PD	UNIT 207-11 SPARK PLUG WI
072186		02/10/2026	10333832	03032026	123771	9.72	03/10/2026	INV	PD	UNIT 207-11 COIL ON PLUG
						78.90				
10711 NICHOLS CONSULTING ENGINEERS, CHTD										
910073021	6930	02/04/2026	10334104	03032026	123772	66,335.38	02/23/2026	INV	PD	2023 RESIDENTIAL STREET R
10733 OCEAN BLUE ENVIRONMENTAL SERVICES, INC.										
42365		01/09/2026	10333949	03032026	123773	1,172.80	02/23/2026	INV	PD	CLEAN UP AT 500 FISHERMAN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
7131 OCHOA, IGNACIO										
1191958		02/18/2026	10334030	03032026	123774	60.00	02/18/2026	INV	PD	SAILING 1/13 CAPRI25 REMO
1442649		02/18/2026	10334029	03032026	123774	150.00	02/18/2026	INV	PD	SAILING 1/19/26 BOTTOM BO
						210.00				
13029 ODP BUSINESS SOLUTIONS, LLC										
441402579001		10/16/2025	10334184	03032026	123775	528.17	01/23/2026	INV	PD	VARIOUS OFFICE SUPPLIES-C
441565841001		10/16/2025	10334185	03032026	123775	136.00	01/23/2026	INV	PD	SHARPENER-NOTE PAD CASERM
445395994001		11/14/2025	10334183	03032026	123775	373.48	01/23/2026	INV	PD	FOLDERS, LEGAL PADS CASER
447664619001		11/26/2025	10334182	03032026	123775	32.64	01/23/2026	INV	PD	PENS-CASERMA
447769969001		12/05/2025	10334177	03032026	123775	171.77	01/08/2026	INV	PD	CALENDARS, BOXES CASERMA
451268927001		12/25/2025	10334175	03032026	123775	496.68	01/23/2026	INV	PD	SHIPPING LABELS CASERMA
451626334001		01/08/2026	10334176	03032026	123775	453.93	02/13/2026	INV	PD	COPY PAPER CASERMA
452622501001		12/18/2025	10334178	03032026	123775	325.80	01/23/2026	INV	PD	OFFICE SUPPLIES-TAPE, MAR
452625903001		12/18/2025	10334179	03032026	123775	58.01	01/23/2026	INV	PD	LARGE SANITIZERS-CASERMA
452625904001		12/18/2025	10334180	03032026	123775	33.89	01/23/2026	INV	PD	CLEANING WIPES CASERMA
452625905001		12/18/2025	10334181	03032026	123775	38.62	01/23/2026	INV	PD	DISINFECTANT-CASERMA
452699278001		01/12/2026	10334241	03032026	123775	29.52	02/23/2026	INV	PD	1/26 Office Supplies
453453148001		01/30/2026	10333936	03032026	123775	25.28	02/23/2026	INV	PD	OFFICE SUPPLIES 01/30/202
454925706001		01/19/2026	10334174	03032026	123775	100.93	02/20/2026	INV	PD	POSTERS CASERMA
456982661001		01/29/2026	10334105	03032026	123775	104.25	02/23/2026	INV	PD	OFFICE SUPPLIES
457028040001		01/29/2026	10334106	03032026	123775	19.75	02/23/2026	INV	PD	OFFICE SUPPLIES
458554882001		02/11/2026	10333823	03032026	123775	57.45	02/11/2026	INV	PD	OFFICE SUPPLIES
						2,986.17				
14110 OM ROOFING INC										
15170	7276	01/29/2026	10333820	03032026	123776	5,554.00	02/23/2026	INV	PD	VETERANS PARK HISTORIC LI
2398 PACIFIC TRUCK EQUIPMENT CO.										
79267	7104	02/18/2026	10334131	03032026	123777	19,536.60	02/28/2026	INV	PD	UNIT 02 CONVERSION
15485 PAYNE, ASHLEY										
205167		02/17/2026	10334002	03032026	123778	200.00	02/17/2026	INV	PD	REFUND 205167 AV RETURN D
11747 PORTOFINO HOTEL & MARINA										
10001863		02/06/2026	10334146	03032026	123779	1,166.98	03/08/2026	INV	PD	BOAT FUEL
2548 PRUDENTIAL OVERALL SUPPLY										
43095399		02/10/2026	10334153	03032026	123780	29.45	03/12/2026	INV	PD	STATION 3 MATS
10446 PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.										
90509		02/05/2026	10333846	03032026	123781	2,080.00	02/23/2026	INV	PD	PSYCH EVALS, 4 FF - JA, L
5029 QUEST TAEKWONDO										
052026WINTER2026		02/23/2026	10334216	03032026	123782	210.00	02/23/2026	INV	PD	05-2026WINTER2026 QUEST 3

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2573 QUICK CRETE PRODUCTS CORP.										
134659		02/12/2026	10333867	03032026	123783	554.40	02/12/2026	INV	PD	QCP BRONZE PLAQUE
2618 RED WING SHOE STORES										
011ST1-3425308		02/10/2026	10333990	03032026	123784	350.00	02/23/2026	INV	PD	WORKBOOTS FY 25/26 - REGG
14992 RENEWELL FLEET SERVICE LLC										
8425		11/06/2025	10334253	03032026	123785	4,909.64	12/06/2025	INV	PD	EGRESS WELDMENT, 107 ASL
13594 REVIZE LLC										
20966		02/17/2026	10333962	03032026	123786	1,500.00	02/24/2026	INV	PD	REVIZE CHAT AI CHATBOT AN
2685 RICHARDS, WATSON & GERSHON										
256568		12/22/2025	10334204	03032026	123787	560.50	02/23/2026	INV	PD	11/25 Muni Code/City Char
14870 RIVAS, ANNA										
204877		02/17/2026	10333989	03032026	123788	200.00	02/17/2026	INV	PD	REFUND 204877 WP RETURN D
14102 ROBERT HALF										
65864709	6812	02/02/2026	10334235	03032026	123789	635.83	02/23/2026	INV	PD	TEMPORARY STAFFING SERVIC
6661 ROBERTSON'S										
790923		02/05/2026	10333918	03032026	123790	1,377.22	03/10/2026	INV	PD	CONCRETE FOR 330 AVE F
2783 SAFETY-KLEEN CORPORATION										
99136426		01/27/2026	10333977	03032026	123791	127.00	02/27/2026	INV	PD	USED ANTIFREEZE PICK UP
13716 SALAS, JOY										
WINTER2026		02/23/2026	10334218	03032026	123792	56.00	02/23/2026	INV	PD	WINTER2026 3YPG0512-01
3855 SAMURAI ACTION STUDIO										
WINTER2026		02/23/2026	10334213	03032026	123793	1,834.00	02/23/2026	INV	PD	WINTER2026 SAMURAI 3YPG06
3031 SC FUELS										
IN-0000840810	7275	02/09/2026	10333981	03032026	123794	27,767.31	02/27/2026	INV	PD	8,000 GALLONS UNLEADED FU
15498 SCHOENBECK, JON										
02102026		02/26/2026	10334454	03032026	123795	147.76	02/26/2026	INV	PD	REISSUING PAYROLL CHECK 3
10775 SCHWALM GENERATION, INC.										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
16069	6344	02/16/2026	10333969	03032026	123796	581.00	03/16/2026	INV	PD	GENERATOR 15 ANNUAL MAINT
16070	6344	02/16/2026	10333967	03032026	123796	1,032.00	03/16/2026	INV	PD	GENERATOR 13 ANNUAL SERVI
16071	6344	02/16/2026	10333966	03032026	123796	581.00	03/16/2026	INV	PD	GENERATOR 7 ANNUAL SERVIC
16072	6344	02/16/2026	10333963	03032026	123796	660.00	03/16/2026	INV	PD	GENERATOR 3 ANNUAL SERVIC
16073	6344	02/16/2026	10333970	03032026	123796	713.00	03/16/2026	INV	PD	GENERATOR 8 ANNUAL SERVIC
16074	6344	02/16/2026	10333971	03032026	123796	713.00	03/16/2026	INV	PD	GENERATOR 2 ANNUAL SERVIC
16075	6344	02/16/2026	10333965	03032026	123796	668.44	03/16/2026	INV	PD	GENERATOR 4 ANNUAL SERVIC
						4,948.44				
4861 SECTRAN SECURITY, INC.										
26021642		02/12/2026	10334017	03032026	123797	617.76	02/17/2026	INV	PD	415 DIAMOND ST - FEB 2026
6612 SEEDS OF JOY VILLAGE, INC.										
SOJV2026-02FEB2026		02/23/2026	10334215	03032026	123798	5,332.83	02/23/2026	INV	PD	SOJV2026-02FEB2026 5YPG04
11774 SHAFER, MARIA										
2026-006-RNHC		02/14/2026	10334233	03032026	123799	510.00	02/23/2026	INV	PD	MEETING MINUTES FOR HARBO
8813 SHAW INDUSTRIES INC										
999194652	7252	02/10/2026	10333916	03032026	123800	7,491.89	03/12/2026	INV	PD	CARPET REPLACEMENT AT CIT
13392 SHODA, RYAN										
FIRE 01/31/2026		11/06/2025	10333858	03032026	123801	345.00	02/23/2026	INV	PD	FIRE HIGH RISE FIREFIGHTI
10679 SLATER WATERPROOFING, INC.										
1	7238	02/19/2026	10334211	03032026	123802	171,189.01	02/23/2026	INV	PD	PIER PARKING STRUCTURE CR
8862 SONSRAY MACHINERY										
RSA010564-2		11/16/2025	10333825	03032026	123803	65.85	02/23/2026	INV	PD	FOR THE GRIND/PAVE WORK O
11210 SOUTH BAY FLEET SPECIALIST										
22020		02/05/2026	10333836	03032026	123804	2,567.21	03/05/2026	INV	PD	UNIT 344 REPAIRS DR 25-21
22026		02/10/2026	10334081	03032026	123804	892.59	03/10/2026	INV	PD	UNIT 408 REPAIR/WELD DRIV
						3,459.80				
2990 SOUTH BAY FORD										
530060	7217	02/10/2026	10334085	03032026	123806	11,639.71	03/10/2026	INV	PD	UNIT 265 ENGINE REPLACEME
575107		01/31/2026	10333809	03032026	123805	346.24	02/27/2026	INV	PD	UNIT 344-15 STEERING WHEE
576713		02/11/2026	10333946	03032026	123805	546.31	03/11/2026	INV	PD	UNIT 666-25 BRAKE ROTORS
576743		02/11/2026	10333945	03032026	123805	221.77	03/11/2026	INV	PD	STOCK - TIRE SENSOR STOCK
576852		02/12/2026	10333943	03032026	123805	120.38	03/12/2026	INV	PD	UNIT 601-17 MOTOR MOUNT
577292		02/17/2026	10334083	03032026	123805	147.85	03/17/2026	INV	PD	UNIT 318 TPMS SENSOR
						13,022.26				
2999 SOUTH BAY SHELL										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
SHELLCARWASH 1/26		01/31/2026	10333915	03032026	123807	384.00	02/28/2026	INV	PD	JAN 2026 CITY VEHICLE CAR
3016 SOUTHERN CALIFORNIA EDISON										
600001012446-020926		02/09/2026	10333927	03032026	123808	69,032.18	03/02/2026	INV	PD	GRANT/FRANCISCA/ARTESIA/C
3045 SPECIALTY DOORS										
56619S		01/09/2026	10334047	03032026	123809	1,044.97	02/23/2026	INV	PD	AUTO SWING DOOR ADJ - 303
56663S		01/14/2026	10334046	03032026	123809	1,225.97	02/23/2026	INV	PD	MAIN AUTO DOOR ADJ - LIBR
56791S		02/10/2026	10334049	03032026	123809	1,863.98	03/12/2026	INV	PD	FS2 S/N DOORS ADD STRUT T
56798S		02/10/2026	10334048	03032026	123809	958.47	03/10/2026	INV	PD	FS1 ROLL UP DOOR REPAIR
						5,093.39				
10201 SPORTBALL										
SBWINTER26		02/18/2026	10334031	03032026	123810	3,675.00	02/18/2026	INV	PD	SBWINTER26 3YPG1105 06 11
3070 STANDARD INSURANCE										
MARCH 2026		02/23/2026	10334227	03032026	123811	9,598.32	02/23/2026	INV	PD	BENEFITS-LIFE, VOL, LIFE,
15489 STONE AGE DESIGN & BUILD INC										
212007-R		02/11/2026	10333822	03032026	123812	261.00	02/11/2026	INV	PD	DUPLICATE ONLINE PAYMENT
10526 STOTZ EQUIPMENT										
122808		01/23/2026	10333951	03032026	123813	772.44	02/23/2026	INV	PD	UNIT 259 BATTERY HOLD DOW
131987		02/10/2026	10333952	03032026	123813	3,131.65	03/10/2026	INV	PD	UNIT 260-16 BATTERY CHARG
						3,904.09				
12898 STRIVE DESIGN INC										
304771		01/30/2026	10333987	03032026	123814	3,691.88	02/27/2026	INV	PD	PW BASEBALL CAPS
8435 T-MOBILE USA										
999820991-1/26		01/21/2026	10334051	03032026	123815	420.64	02/19/2026	INV	PD	PW IPADS 1/26
9290 TELECOM LAW FIRM, P.C.										
20389		02/18/2026	10334113	03032026	123816	676.20	02/23/2026	INV	PD	TELECOM CONSULTING SERVIC
20390		02/18/2026	10334111	03032026	123816	116.40	02/23/2026	INV	PD	TELECOM CONSULTING SERVIC
						792.60				
11787 THOMAS, JOSEPH G.										
JANUARY2026		02/18/2026	10334035	03032026	123817	806.40	02/18/2026	INV	PD	JANUARY2026 SENIOR BRIDGE
9019 THOMSON REUTERS - WEST										
853087228		01/01/2026	10334252	03032026	123818	2,270.53	02/23/2026	INV	PD	1/26 Monthly Library Char
71 TIME WARNER CABLE										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
187587201020126		02/10/2026	10333802	03032026	123819	5,715.09	02/10/2026	INV	PD	187587201 DARK FIBER FEB
188418401020126		02/10/2026	10333797	03032026	123819	420.00	02/10/2026	INV	PD	DARK FIBER CHARGES 188418
188420401020126		02/10/2026	10333798	03032026	123819	420.00	02/10/2026	INV	PD	188420401-DARK FIBER
188500801020126		02/10/2026	10333800	03032026	123819	260.89	02/10/2026	INV	PD	188500801-NETWORK SERVICE
						6,815.98				
15487 TODOROV, VLADIMIR										
205164		02/17/2026	10334004	03032026	123820	200.00	02/17/2026	INV	PD	REFUND 205164 WP RETURN D
7130 TORRANCE AUTO REPAIR										
0193371		02/06/2026	10333834	03032026	123821	1,166.24	03/06/2026	INV	PD	UNIT 344 REMOVE & REPLACE
7361 TRANSPORTATION CONCEPTS										
5160126	7086	02/19/2026	10334151	03032026	123822	362,181.23	02/19/2026	INV	PD	Jan 2026 Transportation C
6100 DAVID TURCH & ASSOCIATES										
02082026	7250	02/19/2026	10334173	03032026	123823	2,500.00	02/19/2026	INV	PD	CONSULTANT SVCS FOR FEDER
3273 U.S. ARMOR CORPORATION										
51711		02/05/2026	10334112	03032026	123824	759.16	02/19/2026	INV	PD	D. Delery outer vest
51775		02/12/2026	10334109	03032026	123824	897.07	02/19/2026	INV	PD	Gutierrez vest
						1,656.23				
3702 US BANK										
15125870		01/23/2026	10333810	03032026	123825	2,595.00	03/10/2026	INV	PD	TRUST ACCOUNT FEE INVOICE
5885 U.S. BANK CORPORATE PAYMENT SYSTEM										
008801222026		01/22/2026	10333758	03032026	123826	144.05	02/22/2026	INV	PD	CAL CARD JAN 2026 - SAXWE
027001222026		01/22/2026	10333860	03032026	123826	-5.35	02/17/2026	CRM	PD	PORTOLESE CALCARD 01/22/2
030301222026		02/03/2026	10333344	03032026	123826	10.48	02/03/2026	INV	PD	CLAUDIA HUIZAR 1/26 CAL C
030401222026		01/22/2026	10333286	03032026	123826	4,350.59	02/22/2026	INV	PD	CAL CARD JAN 2026 - JUSTI
037301222026		02/17/2026	10333968	03032026	123826	36.00	02/17/2026	INV	PD	VICTORIA CHANG CALCARD JA
0463-01222026		01/22/2026	10333922	03032026	123826	17.40	02/17/2026	INV	PD	1/26 C. Chaffins Cal Card
064301222026		01/22/2026	10333843	03032026	123826	407.90	02/17/2026	INV	PD	HARRISON CALCARD 01/22/20
067301222026		01/22/2026	10333887	03032026	123826	2,129.42	02/17/2026	INV	PD	HAVRILCHAK CALCARD 01/22/
0691 01-22-2025		01/22/2026	10334234	03032026	123826	1,249.00	02/17/2026	INV	PD	N. PETZ CAL CARD JANUARY
080701222026		02/05/2026	10333584	03032026	123826	58.00	02/05/2026	INV	PD	PKALUDEROVIC CALCARD 0120
080901222026		01/22/2026	10333884	03032026	123826	433.76	02/17/2026	INV	PD	AHUMADA CALCARD 01/22/202
082601222026		01/22/2026	10333740	03032026	123826	3,022.28	02/22/2026	INV	PD	CAL CARD JAN 2026 - DAVID
101701222026		01/22/2026	10333750	03032026	123826	1,163.03	02/22/2026	INV	PD	CAL CARD JAN 2026 - AIRRO
103901222026		02/25/2026	10334436	03032026	123826	1,335.40	02/25/2026	INV	PD	IMELDA DELGADO CALCARD ST
110301222026		01/22/2026	10333841	03032026	123826	460.06	02/17/2026	INV	PD	WESTPHAL CALCARD 01/22/20
111101222026		01/22/2026	10333857	03032026	123826	324.37	02/17/2026	INV	PD	HOLLEY CALCARD 01/22/2026
128101222026		02/05/2026	10333588	03032026	123826	50.00	02/05/2026	INV	PD	SBEHRENDT CALCARD 012026
140201222026		01/22/2026	10333859	03032026	123826	198.63	02/17/2026	INV	PD	STEVENS CALCARD 01/22/202
164701222026		01/22/2026	10333752	03032026	123826	4,055.54	02/22/2026	INV	PD	CAL CARD JAN 2026 - MARK
1848 01-22-2026		01/22/2026	10334236	03032026	123826	813.92	02/17/2026	INV	PD	E. SMITH CAL CARD JANUARY

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
185701222026		02/11/2026	10333821	03032026	123826	1,170.94	02/11/2026	INV	PD	RMICHEL CALCARD 012026
192201222026		01/22/2026	10333801	03032026	123826	43.47	02/22/2026	INV	PD	CAL CARD JAN 2026 - ANGEL
207601222026		01/22/2026	10333866	03032026	123826	1,364.25	02/22/2026	INV	PD	CAL CARD JAN 2026 - MICHA
213301222026		01/22/2026	10333844	03032026	123826	485.52	02/17/2026	INV	PD	DOSSETT CALCARD 01/22/202
221301222026		01/22/2026	10333849	03032026	123826	134.74	02/17/2026	INV	PD	MONTEILH CALCARD 01/22/20
229301222026		02/13/2026	10333924	03032026	123826	93.53	02/13/2026	INV	PD	N BONILLA 1/26CAL CARD -
257201222026		01/22/2026	10333879	03032026	123826	52.32	02/17/2026	INV	PD	OTT CALCARD 01/22/2026
260201222026		01/22/2026	10333761	03032026	123826	724.05	02/22/2026	INV	PD	CAL CARD JAN 2026 - ROBER
263101222026		01/22/2026	10333763	03032026	123826	2,695.74	02/22/2026	INV	PD	CAL CARD JAN 2026 -GARY L
287001222026		01/22/2026	10333882	03032026	123826	83.55	02/17/2026	INV	PD	PRESTIA CALCARD 01/22/202
293601222026		01/22/2026	10333873	03032026	123826	40.97	02/17/2026	INV	PD	LONG CALCARD 01/22/2026
324801222026		01/22/2026	10333305	03032026	123826	140.38	02/22/2026	INV	PD	CAL CARD JAN 2026 - GLEND
3460-01222026		01/22/2026	10334008	03032026	123826	120.00	02/17/2026	INV	PD	CAMPOS CALCARD 1/22/26
347101222026		01/22/2026	10333793	03032026	123826	6,647.44	02/22/2026	INV	PD	CAL CARD JAN 2026 - VICTO
3478-01222026		01/22/2026	10334018	03032026	123826	1,695.58	02/17/2026	INV	PD	STOUT CALCARD 1/22/26
348101222026		01/22/2026	10333877	03032026	123826	318.63	02/17/2026	INV	PD	HENRY CALCARD 01/22/2026
3686-01222026		01/22/2026	10334015	03032026	123826	82.65	02/17/2026	INV	PD	REGAN CALCARD 1/22/26
368901222026		02/23/2026	10334256	03032026	123826	2,992.83	02/23/2026	INV	PD	JACK MEYER CAL CARD - 1/2
3986-012226		01/22/2026	10333956	03032026	123826	164.34	02/17/2026	INV	PD	DIAZ - JANUARY CALCARD
4196-01222026		01/22/2026	10333923	03032026	123826	34.00	02/17/2026	INV	PD	1/26 J. Ford Cal Card
4204012226		02/12/2026	10333883	03032026	123826	58.98	02/12/2026	INV	PD	MICHELLE PINEDO CALCARD J
421201222026		02/17/2026	10334024	03032026	123826	294.25	02/17/2026	INV	PD	GERALDINE "GINA" MANZANO
423501222026		01/22/2026	10333890	03032026	123826	1,080.87	02/17/2026	INV	PD	SADEGHI CALCARD 01/22/202
424601222026		01/22/2026	10333799	03032026	123826	1,057.36	02/22/2026	INV	PD	CAL CARD JAN 2026 - FERNA
424701222026		02/09/2026	10333717	03032026	123826	867.25	02/09/2026	INV	PD	Jonathan Reyes-Flores Cal
425401222026		02/03/2026	10333570	03032026	123826	1,165.95	02/03/2026	INV	PD	STEPHANIE MEYER 1/26 CAL
427001222026		02/03/2026	10333366	03032026	123826	997.50	02/03/2026	INV	PD	ALEXANDRA LOPEZ CALCARD J
429601222026		02/17/2026	10334023	03032026	123826	529.67	02/17/2026	INV	PD	GLOPEZCALCARD TEEN CENTER
4444-01222026		01/22/2026	10334013	03032026	123826	808.37	02/17/2026	INV	PD	LACKEY CALCARD
4451-01222026		01/22/2026	10334418	03032026	123826	189.50	02/17/2026	INV	PD	SCULLY 1/26 CALCARD ChatG
4603-01222026		01/22/2026	10334028	03032026	123826	103.80	02/18/2026	INV	PD	JESSE REYES, CAL CARD, 01
460801222026		01/22/2026	10333733	03032026	123826	3,184.50	02/22/2026	INV	PD	CAL CARD JAN 2026 - ADRIA
469401222026		01/22/2026	10333762	03032026	123826	1,108.62	02/22/2026	INV	PD	CAL CARD JAN 2026 - STEVE
484901222026		01/22/2026	10333863	03032026	123826	2,736.86	02/22/2026	INV	PD	CAL CARD JAN 2026 - PHILL
493401222026		01/22/2026	10333889	03032026	123826	769.81	02/17/2026	INV	PD	DELERY M CALCARD 01/22/20
506901222026		02/24/2026	10334258	03032026	123826	60.00	02/24/2026	INV	PD	J KAMSVAAG 1/26 CAL CARD
507401222026		01/22/2026	10333757	03032026	123826	324.47	02/22/2026	INV	PD	CAL CARD JAN 2026 - CHARL
510101222026		01/22/2026	10333806	03032026	123826	287.00	02/22/2026	INV	PD	LIBRARY/PARKER
515101222026		01/22/2026	10333749	03032026	123826	400.85	02/22/2026	INV	PD	CAL CARD JAN 2026 - JUAN
535801222026		01/22/2026	10333871	03032026	123826	418.39	02/17/2026	INV	PD	ALSTON CALCARD 01/22/2026
5479-01222026		01/22/2026	10334019	03032026	123826	131.90	02/17/2026	INV	PD	YAMAMOTO CALCARD 1/22/26
554301222026		01/22/2026	10333855	03032026	123826	197.41	02/17/2026	INV	PD	RUBIO CALCARD 01/22/2026
555901222023		02/12/2026	10333865	03032026	123826	4,488.78	02/12/2026	INV	PD	MARISSA GRANADOS CALCARD
562801222026		01/22/2026	10333741	03032026	123826	298.30	02/22/2026	INV	PD	CAL CARD JAN 2026 - JOE F
566001222026		01/22/2026	10333851	03032026	123826	30.00	02/17/2026	INV	PD	MARTIN CALCARD 01/22/2026
5708-01222026		01/22/2026	10334014	03032026	123826	234.00	02/17/2026	INV	PD	MAY CALCARD 1/22/26
5730-01222026		01/22/2026	10334007	03032026	123826	1,471.13	02/17/2026	INV	PD	BROWN CALCARD 1/22/26
573201222026		02/09/2026	10333718	03032026	123826	1,969.01	02/09/2026	INV	PD	LORENA SOULES CAL CARD 01
574001222026		01/22/2026	10333886	03032026	123826	270.82	02/17/2026	INV	PD	MERRILL CALCARD 01/22/202
5794-01222026		02/05/2026	10333607	03032026	123826	2,397.29	02/05/2026	INV	PD	5794-01222026 - MIKE COOK
582001222026		02/18/2026	10334032	03032026	123826	686.83	02/18/2026	INV	PD	KRISTEN MARTIN CALCARD JA
589701222026		01/22/2026	10333795	03032026	123826	2,905.03	02/22/2026	INV	PD	CAL CARD JAN 2026 - CHRIS
609601222026		01/22/2026	10333878	03032026	123826	18.97	02/17/2026	INV	PD	WEADOCK CALCARD 01/22/202
609901222026		02/17/2026	10334011	03032026	123826	4,358.33	02/17/2026	INV	PD	ZACHARIAH PAINTER CALCARD
610401222026		02/09/2026	10333716	03032026	123826	35.26	02/09/2026	INV	PD	JACOB GRAJEDA CAL CARD 01

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6273-01222026		01/22/2026	10334009	03032026	123826	231.70	02/17/2026	INV	PD	CONARD CALCARD 1/22/26
628201222026		01/22/2026	10333872	03032026	123826	202.03	02/17/2026	INV	PD	GONZALEZ CALCARD 01/22/20
628901222026		01/22/2026	10333792	03032026	123826	536.76	02/22/2026	INV	PD	CAL CARD JAN 2026 - HUMBE
6290-01222026		01/22/2026	10334006	03032026	123826	1,717.70	02/17/2026	INV	PD	BELLANTE CALCARD 1/22/26
636601222026		01/22/2026	10333754	03032026	123826	1,796.79	02/22/2026	INV	PD	CAL CARD JAN 2026 - BRIAN
639001222026		01/22/2026	10333787	03032026	123826	4,716.25	02/22/2026	INV	PD	CAL CARD JAN 2026 - MICHA
644101222026		01/22/2026	10333818	03032026	123826	149.52	02/22/2026	INV	PD	CAL CARD JAN 2026 - MIKE
674101222026		01/22/2026	10333847	03032026	123826	2,467.56	02/17/2026	INV	PD	SPRENGEL CALCARD 01/22/20
674901222026		01/22/2026	10333880	03032026	123826	173.06	02/17/2026	INV	PD	WINDMAN CALCARD 01/22/202
680501222026		02/05/2026	10333585	03032026	123826	894.22	02/05/2026	INV	PD	BWALLER CALCARD 012026
681301222026		02/05/2026	10333586	03032026	123826	50.00	02/05/2026	INV	PD	CCATLE CALCARD 012026
682001222026		01/22/2026	10333875	03032026	123826	990.17	02/17/2026	INV	PD	MANIS CALCARD 01/22/2026
682601222026		01/22/2026	10333870	03032026	123826	1,264.82	02/17/2026	INV	PD	DILEVA CALCARD 01/22/2026
693201222026		01/22/2026	10333283	03032026	123826	2,691.29	02/22/2026	INV	PD	CAL CARD JAN 2026 - MARIO
709601222026		01/22/2026	10333854	03032026	123826	218.38	02/17/2026	INV	PD	VALDIVIA CALCARD 01/22/20
710601222026		01/22/2026	10333881	03032026	123826	264.84	02/17/2026	INV	PD	ROSE CALCARD 01/22/2026
752001222026		01/22/2026	10333807	03032026	123826	739.87	02/22/2026	INV	PD	LIBRARY/VILHAUER
757201222026		01/22/2026	10333864	03032026	123826	397.74	02/22/2026	INV	PD	CAL CARD JAN 2026 - ROY L
760601222026		02/12/2026	10333861	03032026	123826	210.20	02/12/2026	INV	PD	ROBERT PIERCE CALCARD JAN
766301222026		01/22/2026	10333747	03032026	123826	433.43	02/22/2026	INV	PD	CAL CARD JAN 2026 - JOSE
770101222026		01/22/2026	10333888	03032026	123826	371.28	02/17/2026	INV	PD	KILPATRICK CALCARD 01/22/
7739-012226		01/22/2026	10333961	03032026	123826	10.48	02/17/2026	INV	PD	MANZANO - JANUARY CALCARD
782001222026		02/03/2026	10333343	03032026	123826	2,312.67	02/03/2026	INV	PD	ROBERT NORMAN 1/26 CAL CA
782501222026		01/22/2026	10333850	03032026	123826	209.29	02/17/2026	INV	PD	SPRY CALCARD 01/22/2026
7933-01222026		01/22/2026	10334020	03032026	123826	379.24	02/17/2026	INV	PD	YANG CALCARD 1/22/26
8353-01222026		01/22/2026	10334012	03032026	123826	87.74	02/17/2026	INV	PD	HOFF CALCARD 1/22/26
836601222026		01/22/2026	10333891	03032026	123826	245.25	02/17/2026	INV	PD	HALEY CALCARD 01/22/2026
8775-01222026		01/22/2026	10334016	03032026	123826	306.46	02/17/2026	INV	PD	SMITH CALCARD 1/22/26
8866-01222026		01/22/2026	10334010	03032026	123826	12.50	02/17/2026	INV	PD	CURRIE CALCARD 1/22/26
897901222026		01/22/2026	10333791	03032026	123826	2,552.05	02/22/2026	INV	PD	CAL CARD JAN 2026 - JOHNA
899601222026		01/22/2026	10333282	03032026	123826	2,894.11	02/22/2026	INV	PD	CAL CARD JAN 2026 - JUAN
918501222026		01/22/2026	10333885	03032026	123826	30.00	02/17/2026	INV	PD	DELERY D CALCARD 01/22/20
920301222026		01/22/2026	10333845	03032026	123826	382.14	02/17/2026	INV	PD	RECINOS CALCARD 01/22/202
922401222026		01/22/2026	10333742	03032026	123826	3,110.58	02/22/2026	INV	PD	CAL CARD JAN 2026 - CHRIS
923401222026		01/22/2026	10333819	03032026	123826	363.00	02/22/2026	INV	PD	CAL CARD JAN 2026 - MITCH
940801222026		02/05/2026	10333587	03032026	123826	50.00	02/05/2026	INV	PD	JLIGHT CALCARD 012026
944901222026		01/22/2026	10333766	03032026	123826	1,711.55	02/22/2026	INV	PD	CAL CARD JAN 2026 - TOMMY
946001222026		02/09/2026	10333715	03032026	123826	1,679.64	02/09/2026	INV	PD	ANTHONY WILSON CAL CARD 0
949801222026		02/12/2026	10333862	03032026	123826	934.53	02/12/2026	INV	PD	SONNACA LUCKEY CALCARD JA
960201222026		01/22/2026	10333892	03032026	123826	412.86	02/17/2026	INV	PD	COOK CALCARD 01/22/2026
984401222026		01/22/2026	10333876	03032026	123826	6,987.21	02/17/2026	INV	PD	TEMPRANO CALCARD 01/22/20
991701222026		01/22/2026	10333842	03032026	123826	657.42	02/17/2026	INV	PD	LOFSTROM CALCARD 01/22/20
						121,122.80				
4616 UNITED SITE SERVICES OF CALIFORNIA, INC.										
114-14177590		01/06/2026	10334193	03032026	123827	1,184.80	02/23/2026	INV	PD	RB Pallet Shelter Restroo
114-14187397		01/29/2026	10334056	03032026	123827	26.34	02/18/2026	INV	PD	TEMP FENCE 545 N. GERTRUD
114-14187915		01/30/2026	10334194	03032026	123827	1,184.80	02/23/2026	INV	PD	RB Pallet Shelter Restroo
						2,395.94				
13579 VEOLIA WTS SERVICES USA, INC.										
903661042 101022373		02/17/2026	10334161	03032026	123828	365.64	03/19/2026	INV	PD	EXCHANGE DI MIX BED
903661043 101022374		02/17/2026	10334163	03032026	123828	361.82	03/19/2026	INV	PD	EXCHANGE DI MIX BED

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
						727.46				
3621 VERIZON WIRELESS										
6134432538		02/05/2026	10333503	03032026	123829	90.69	02/05/2026	INV	PD	phone bill Dec 2025- Jan
6134889510		02/01/2026	10334145	03032026	123829	407.55	02/21/2026	INV	PD	MONTHLY FEES ACCOUNT 3705
						498.24				
14811 VESTIS UNIFORM AND WORK PLACE										
5860531356	6754	01/21/2026	10334061	03032026	123830	164.68	03/23/2026	INV	PD	PIER UNIFORM 1/21
5860531357	6754	01/21/2026	10334054	03032026	123830	234.91	02/23/2026	INV	PD	PARKS UNIFORMS 1/21
5860531358	6754	01/21/2026	10334117	03032026	123830	463.54	02/23/2026	INV	PD	PW YARD UNIFORMS 1/21
5860538813	6754	02/11/2026	10334058	03032026	123830	166.30	03/11/2026	INV	PD	PIER UNIFORMS 2/11
5860538814	6754	02/11/2026	10334055	03032026	123830	236.20	03/11/2026	INV	PD	PARKS UNIFORMS 2/11
5860538815	6754	02/11/2026	10334118	03032026	123830	472.03	03/11/2026	INV	PD	PW YARD UNIFORM 2/11
						1,737.66				
14030 VINCENT, AMY										
204886		02/17/2026	10333993	03032026	123831	200.00	02/17/2026	INV	PD	REFUND 204886 WP RETURN D
14890 WATSON, LINDSEY										
204870		02/17/2026	10333994	03032026	123832	200.00	02/17/2026	INV	PD	REFUND 204870 WP RETURN D
3408 WAXIE SANITARY SUPPLY										
83766445		02/04/2026	10334065	03032026	123833	2,620.47	03/06/2026	INV	PD	RBPAC JANITORIAL SUPPLIES
83766453		02/04/2026	10334064	03032026	123833	4,342.40	03/06/2026	INV	PD	PIER JANITORIAL SUPPLIES
83776008		02/10/2026	10334063	03032026	123833	4,332.37	03/12/2026	INV	PD	FACILITIES JANITORIAL SUP
83787321		02/17/2026	10334066	03032026	123833	3,559.24	03/19/2026	INV	PD	PIER JANITORIAL SUPPLIES
						14,854.48				
3421 WEST COAST ARBORISTS INC										
239830	7206	01/31/2026	10334050	03032026	123834	35,492.00	02/18/2026	INV	PD	CATALINA PALMS PRUNING 1/
9128 WEST COAST LIGHTS & SIRENS, INC.										
29031		02/12/2026	10334107	03032026	123835	441.50	02/19/2026	INV	PD	Durango seat replacement
3458 WILLIAMS SCOTSMAN, INC.										
9025227527		12/17/2025	10333921	03032026	123836	257.20	02/23/2026	INV	PD	STREETS STORAGE CONT 1002
9025564085		02/09/2026	10333920	03032026	123836	174.07	03/09/2026	INV	PD	STREET STORAGE CONTAINER
9025581370		02/11/2026	10333919	03032026	123836	257.20	03/11/2026	INV	PD	STREET STORAGE CONTAINER
						688.47				
15371 WINZER FRANCHISE COMPANY INC										
3580944		10/29/2025	10334121	03032026	123837	21.85	11/28/2025	INV	PD	WINZER PRODUCT CATALOG SH
3585001		10/30/2025	10334122	03032026	123837	310.52	11/29/2025	INV	PD	WZ PIPE SEALANT FOR SHOP
3600503		11/13/2025	10334123	03032026	123837	682.69	12/13/2025	INV	PD	HOSE CUTTER, VALVE CORE,
3602127		11/14/2025	10334124	03032026	123837	68.45	12/14/2025	INV	PD	STRIPE OFF WHEEL FOR SHOP

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3665635		01/14/2026	10334125	03032026	123837	774.18	02/13/2026	INV	PD	POWER BRUSHES, SCRAPERS,
3678017		01/21/2026	10334126	03032026	123837	453.82	02/20/2026	INV	PD	BRAKE HUB DISK HOLDER FOR
3681300		01/27/2026	10334127	03032026	123837	222.40	02/26/2026	INV	PD	BRAKE HUB DISK HOLDER, PO
3698026		02/04/2026	10334129	03032026	123837	1,896.13	03/06/2026	INV	PD	WET FLOOR SIGN, PIPE SEAL
						4,430.04				
4855 YAMAMOTO, ANDREW										
FIRE 01/13/2026		02/04/2026	10333786	03032026	123838	785.00	02/23/2026	INV	PD	FIRE PERSONNEL MANAGEMENT
15481 YAMAUCHI, KAYSEE										
205173		02/17/2026	10333998	03032026	123839	400.00	02/17/2026	INV	PD	REFUND 205173 AV RETURN D
13146 YUNEX LLC										
90006131	7282	01/23/2026	10333985	03032026	123840	15,255.00	02/23/2026	INV	PD	REPAIRS TO MARBLE SIGNAL
3510 ZOLL MEDICAL CORPORATION										
4426290		02/06/2026	10334149	03032026	123841	1,883.29	03/08/2026	INV	PD	ZOLL AUTOPULSE CASE & LIF
4427874		02/10/2026	10334152	03032026	123841	116.99	03/12/2026	INV	PD	X SERIES CABLE SLEEVE
						2,000.28				
438 INVOICES						2,965,697.90				

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

Administrative Report

H.5., **File #** 25-1426 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHANIE MEYER, FINANCE DIRECTOR

TITLE

APPROVE CONTRACTS UNDER $35,000:

1. APPROVE AGREEMENTS WITH GRANITE TELECOMMUNICATIONS, LLC TO PROVIDE STARLINK INTERNET SERVICES ON A MONTH-TO-MONTH BASIS IN AN ESTIMATED ANNUAL EXPENDITURE OF $7,911 EFFECTIVE MARCH 4, 2026 UNTIL TERMINATED

   CONTACT: MIKE COOK, INFORMATION TECHNOLOGY DIRECTOR

EXECUTIVE SUMMARY

Approve Contracts Under $35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agreements - Granite Telecommunications, LLC

Proposal to deliver simplicity, efficiency and savings for:

Redondo Beach

Granite Government Solutions

Quote Request: 331983

Granite

Granite is the nation's largest managed service provider. Since our founding in 2002, Granite has experienced industry-leading growth while specializing in dedicated busir ess-to-business customer support and the consolidation of communications services. Our customers trust us with 1.4 million voice and data lines servicing their critical locations in retail, finance, real estate, hospitality, and more. We count over 85 of the Fortune 100 among our customers, including eight of the Top Ten US Retailers in the Forbes Global 2000.

Access Services

From small business to enterprise networks, Granite offers access solutions tailored to your business needs. Our nationwide network offers bandwidth from 1.5Mb to 10GB for Dedicated Internet Access, MPLS and Granite Switched Ethernet. With over 35 vendor partnerships Granite is able to meet virtual and physical diversity requirements, covering the entire US and Canada, while keeping all services on one bill with one contact.

Consolidated Billing

Never sort through multiple phone bills again. Simplify payment with Granite's consolidated billing. All of your business' locations can be on a single invoice.

Service Providers

Granite is bonded to service providers across North America, including Verizon, AT&T, CenturyLink, Frontier, FairPoint, Windstream, Cincinnati Bell, Telus, and Bell Canada. We are e-bonded with all the major carriers, allowing us to place orders and manage any moves, adds, and changes for your business.

DIA (T1, Ethernet, EoC)

All services are subject to the Terms and Conditions of Service set forth on Granite's website. This Quote contains confidential and proprietary information.

Proposal to deliver simplicity, efficiency and savings for:

Redondo Beach

Granite Government Solutions

Expires On: 03/12/2026

Managed Starlink Summary

Service Pricing

Address	Product	Term	Qty	Primary Data Plan	Additional Data Plan	Service MRC	Additional Data Plan MRC	Internet Access Recovery	Total MRC	Activation NRC	Professional Installation NRC
415 Diamond St, Redondo Beach, CA 90277	Managed Starlink	MTM	1	50 GB	--	$114.99	$0.00	$8.05	$123.04	$199.00	$0.00
415 Diamond St, Redondo Beach, CA 90277	Managed Starlink	MTM	1	50 GB	--	$114.99	$0.00	$8.05	$123.04	$199.00	$0.00
415 Diamond St, Redondo Beach, CA 90277	Managed Starlink	MTM	1	50 GB	--	$114.99	$0.00	$8.05	$123.04	$199.00	$0.00
Grand Total			**3**						**$369.12**		**$0.00**

Equipment Pricing

Model	QTY	NRC	Total NRC
Starlink Performance Gen 3 Bundle	2	$1,999.00	$3,998.00
Grand Total	**2**		**$3,998.00**

Starlink standard configuration, testing, and shipping (ground) rates are Enterprise Kit = $199.99, Starlink Performance Gen 3 Bundle = $249.99, Mini Kit = $149.99 per device. Additional fees may apply for expedited shipments or other circumstances that may result in higher shipping costs, such as shipment to locations outside the continental United States.

Customer has elected to Self-Install.

Additional Accessory charges will apply for any additional services or equipment that may be necessary to complete the installation, such as a pole mount accessories or extended cabling.

THIS QUOTE IS AN ESTIMATE. Pricing is subject to availability.

All Services are subject to the General Terms and Conditions of Service set forth at www.granitenet.com.

This quote contains Satellite service, including Starlink, and is classified as a Broadband service.

The information contained herein is confidential and proprietary.

Some taxes, surcharges, regulatory fees and non-recurring charges may be included, additional may apply.

In the event that an underlying carrier or supplier substantially alters the amounts charged to Granite for any Services being provided to the Customer, Granite reserves the right to propose different rates to the Customer.

In the event Customer usage meets or exceeds ninety-five percent (95%) of the applicable monthly data usage allowance in a given month, an additional data block of 50GB shall automatically be added to Customer's affected Service subject to a non-recurring charge of $30.00. Additional data blocks will not be added as a permanent service addition and will be removed upon conclusion of the month in which Customer usage met or exceeded 95% of the data usage allowance, however, such additional data blocks may be applied in future months, if and as needed.

GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY MULTI-SERVICES

Sales Rep:

Order Date: 12/12/2025

CUSTOMER INFORMATION

Company/Business Name ("Customer"): City of Redondo Beach
Redondo Beach

Billing Telephone Number: 310 372 1171

Designated Contact: Mike Cook

Contact Phone Number: 310 697 3221

Service Address (Street/Suite): See **Appendix A-1** or as otherwise provided.

Mailing/Billing Address (Street/Suite): 415 Diamond St

City: Redondo Beach

State/Zip Code: CA 90277

Additional Comments/Notes (if any):

AGREEMENT AND AUTHORIZATION

By signing this Government Account Form and Letter of Agency ("LOA"), Customer (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in Appendix A and Appendix A-1, attached hereto and incorporated herein, and such other Services as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.

The Terms of Service set forth at www.granitenet.com/Legal (as such may be modified from time to time, the "Terms of Service"), hereby incorporated by reference, sets forth the rights and responsibilities of Customer and Granite with regard to Services to be provided and other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. The Customer Disclosures attached hereto are an integral part of this LOA. This LOA is confidential and may not be disclosed to third parties.

SIGNATURE

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

Customer

By:_____
Print Name: _____
Title: _____
Date: _____
Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).

CUSTOMER DISCLOSURES

INTERNET-BASED SERVICE

Customer acknowledges and agrees that certain Internet Based Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and International voice services; (c) such services DO NOT support auto dialers, predictive dialers, telemarketing applications, and elevator lines (only POTS lines, or POTS replacement services with these specific functionalities, such as EPIK, should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE'S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER'S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.
CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BEAR THE SOLE RESPONSIBILITY OF INFORMING THIRD-PARTIES OF POTENTIAL CALL RECORDING USING THE INTERNET-BASED SERVICES.

Initialed by Authorized Signer

_____

Appendix A

Services Selected

(Select one or more of the below Services)

(Appendix A is for reference and does not exhaustively set forth all Services that may be ordered and/or provided hereunder)

☐ Voice Services (POTs, Long Distance, Local and LD T1 and PRI)

☐ Broadband Services

☐ Access Services (e.g., MPLS and Dedicated Internet Access Services)

☐ VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)

☐ Mobility Services (Mobility Cellular and Wireless Access)

☐ Granite Grid Services

☐ Granite Managed Network Services

☐ Analog Replacement Services (e.g., EPIK)

☐ Rebill Services (Note: Granite is not the carrier of record for Rebill Services; Granite is not responsible for Rebill Services other than to fulfill Granite's limited rebill function).

☒ Other Services (List): Starlink

Appendix A-1

Service Locations and Specifics

(Each location MUST have detailed information in order for services to be provided.) (List additional locations/details on a separate sheet if needed.)

{999997-004/00059884-1}

1x Mobile Unit Installed on Batallion Chief Truck

1102 Camino Real
Redondo Beach, CA 90277

302 Flagler Ln.
Redondo Beach, CA 90277

GRANITE MANAGED NETWORK SERVICES
SERVICE LEVEL AGREEMENT

1. SLA Objectives. SLA Objectives are as follows:

General Standard. Granite will use commercially reasonable efforts to maintain its overall Granite Managed Network Services quality. The quality of Granite Managed Network Services shall be consistent with industry standards and sound business practices.

<table>
<tr><th colspan="2">Granite Managed Network Services</th></tr>
<tr><th>Service</th><th>Objective</th></tr>
<tr><td>NOC Email Notification</td><td>15 minutes</td></tr>
<tr><td>MTTR[1]</td><td>
<table>
<tr><th>Category</th><th>MTTR</th></tr>
<tr><td>P0</td><td>4 hours</td></tr>
<tr><td>P1</td><td>8 hours</td></tr>
<tr><td>P2</td><td>36 hours</td></tr>
<tr><td>P3</td><td>48 hours</td></tr>
</table>
</td></tr>
<tr><td>CPE MTTR</td><td>Second Business Day (SBD) delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite-provided CPE, and (b) the root cause of the failure is determined by Granite by 2pm EST.</td></tr>
<tr><td>Dispatch Add-Ons</td><td>2nd Business Day</td></tr>
<tr><td>Next Business Day Dispatch</td><td>Next Business Day</td></tr>
<tr><td>Changes</td><td>
<table>
<tr><th>Simple Change</th><th>Complex Change</th></tr>
<tr><td>8 business hours</td><td>3 business day</td></tr>
</table>
</td></tr>
<tr><td>Requests for Professional Services</td><td>1 business day for response to inquiry or request.</td></tr>
</table>

Specific Interruptions in Granite Managed Network Services. In the event there are Interruptions in Granite Managed Network Services, which are not due to specific exclusions as set forth in Section 4 or other Services, then Customer may be eligible to receive a service credit for the specific affected portion/components of the Granite Managed Network Services. Additional Granite-provided Services are subject to their respective Service Level Agreement(s).

Category	Description
Priority 0 - "P0" (Severe Business Impact)	• Customer has 10 or more sites offline and unable to transact business; or • Data center offline and unable to transact business; or • Specific Service is down across all sites.
Priority 1 - "P1" (Major Business Impact)	• Customer has 1 or more sites offline and unable to transact business; or • Specific Service is down across 10 or more sites. • Site(s) are largely not functionally operational.
Priority 2 - "P2" (Minor Business Impact)	• Customer has 1 or more sites where critical business application and/or specific Services are degraded. • Site(s) are functionally operational, including via a short-term, one-off alternative workaround solution.

[1] Service Level Objective for the underlying Services/CPE shall be subject to the applicable Service Level Agreement.

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Priority 3 - "P3" (Little or No Business Impact)	• One or more Services within a site are degraded or not working properly. • Site still able to operate as normal with backup systems or workaround solution.

In no event shall any failure to meet any SLA Objectives constitute, or be deemed to constitute, a breach by Granite of the Agreement with Customer.

2. Descriptions and Definitions.

"*Interruption*" means a critical service-affecting issue which materially impacts Service availability categorized in accordance with the table below.

NOC Email Notification
Granite's initial notification, delivered via email, to Customer within fifteen (15) minutes of detection of an incident.

Mean Time to Repair
"MTTR" = (Service Outage Time Hours - Excluded Outage Time Hours)/Outage Count, provided, that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month. Underlying Granite-provided Service issues will be subject to their applicable Service Level Agreement.

CPE MTTR
Replacement Granite Managed Network Service CPE provided by Granite will be shipped for Second Business Day (SBD) delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment, and (b) the root cause of the failure is determined by Granite by 2pm EST.

Dispatch
Dispatch shall mean have the meaning assigned to it in the applicable Service Schedule and shall generally mean that a technician is sent to Customer's affected location within two (2) business days of trouble ticket creation.

Next Business Day Dispatch
Next Business Day Dispatch shall have the meaning assigned to it in the applicable Service Schedule and shall generally mean shall mean that a technician is sent to Customer's affected location within one (1) business days of trouble ticket creation.

Changes
Changes shall be divided into three categories in accordance with the following:

"Simple Change" shall be defined as a change which impacts less than 20 Customer sites and includes: assigning web sites to deny/allow lists; content filtering; fixed IP assignments; adding/changing port forwarding; adding/changing SNMP/Syslog server information; adding single static routes; changing DNS servers; Dashboard/Orchestrator Read-access logins; non-VPN LAN DHCP IP range changes; and, allowing specific VLANs over a VPN; SSIDs/Passwords.

"Complex Change" shall be defined as a change which impacts less than 20 Customer sites and requires scripting and/or other methods to apply changes to multiple sites. In addition, any change which impacts more than 20 Customer sites shall be classified as a Complex Change. Because Complex Changes have the potential to impact service, Complex Changes shall require Planned Maintenance Windows to be scheduled and testing and rollback plans to be developed. The above identified SLA is subject to Customer availability for testing.

"Professional Services" shall be defined as changes that include: changes to the macro-level solution architecture; new routing protocols; data center migrations; new data center installations; addition of cloud

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services and cloud applications; requests for named engineering resources; requests for immediate changes or resources that are outside of the prescribed SLA or escalation; migrations related to acquisition or removal of multiple sites; WAN IP-related to connectivity migration at multiple sites; and configuration and policy changes on non-templatized Customer architecture.

For the avoidance of doubt, all Service Level Objectives and service credits contemplate the Granite Managed Network Service only. Other service-related issues will not be eligible for the remedies provided in this SLA.

3. Service Credits. If Granite does not meet its SLA Objectives, Customer may receive a service credit for the Granite Managed Network Services impairment, proportional to the SLA Objective's non-conformance, up to the percentage identified in the table below.

SLA Objective	Maximum Service Credit
Response Time	15% of MRC
MTTR	10% of MRC
CPE MTTR	5% of MRC
Dispatch Add Ons	10%
Complex Change	10% of NRC

**MTTR Maximum Service Credit applies to P0 and P1 category events.*

Customer's sole and exclusive remedy, and Granite's sole and exclusive liability and responsibility, for any failure to meet any SLA Objectives is as stated in this Section 3 and is limited to the applicable service credits, if any.

Determination of Service Credits

Service credits hereunder are calculated as a percentage of the then-current MRC with respect to the specific affected Granite Managed Network Services or Granite Managed Network Service component for which the service credit is requested, and may not be applied to usage charges, government fees, taxes, surcharges or any third-party charges passed through to Customer by Granite. Customer may not receive more than one (1) service credit per month for any SLA Objective's non-conformance involving a specific Granite Managed Network Service. Multiple instances of non-conformance affecting one (1) service location during a particular month will not be eligible for multiple service credits, however, if approved they will be applied toward the accumulated monthly statistics. Service credits will not be available for any Granite Managed Network Services terminated by Customer for cause pursuant to the terms of the Agreement. Service credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.

If an incident affects the performance of Granite Managed Network Services and results in a period or periods of interruption, disruption, failure or degradation in Granite Managed Network Services, entitling Customer to one (1) or more service credits under multiple SLA Objectives, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to service credits under multiple SLA Objectives for the same incident.

Eligibility for Service Credits

To be eligible for a service credit, either Granite or Customer must open a valid trouble ticket documenting the problem and the SLA Objective's non-conformance and Customer must timely request the applicable service credit by (i) emailing custserv@granitenet.com with "Granite Managed Network Services - Service Credit Request" in the subject header or (ii) contacting Customer's Granite premier representative, within thirty (30) days after the trouble ticket is

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closed by Granite. Each service credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit elements associated with the non-conforming event. Service credit requests will not be accepted for open trouble tickets.

Granite, without notice and at its sole and absolute discretion, may limit or eliminate Customer's eligibility to receive service credits if (a) Customer account is not current and in good standing; (b) Customer was in default of any payment or other terms at the time of the incident generating the service credit claim or prior to Granite issuing the service credit; (c) Customer has submitted an excessive number of rejected service credit claims or attempted to use the service credit process in a frivolous or fraudulent manner; and/or (d) Customer is in violation of Granite's Acceptable Use Policy or Moderation of Use Policy covering the affected Granite Managed Network Services.

Service credits will be calculated on a cumulative basis in a given month. Service credit requests will be reviewed and evaluated by Granite in relation to the relevant accumulated statistics in the month during which an SLA Objective's non-conforming event is alleged to have occurred. Granite's determination as to whether a SLA Objective has or has not been met shall be final. Service credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. Granite shall have thirty (30) business days to respond from the end of the month in which the service credit request is submitted. Service credit requests approved by Granite will be credited to Customer's account on the next billing cycle that begins after the service credit approval.

Cumulative service credits in any one (1) month must exceed $25.00 to be processed. In no event shall Granite's total liability for any and all interruptions, disruptions, failures, and/or degradations in Granite Managed Network Services (including, without limitation, any failure to meet any SLA Objective set forth in this Service Level Agreement) exceed one hundred percent (100%) of the MRC for the affected Granite Managed Network Services.

4. **Specific Exclusions.** SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:

- Service interruptions or delays arising out of or in connection with, but not limited to, the following: (a) any act or omission on the part of Customer or a third party; (b) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis; (c) failing to provide access to Customer premises as reasonably requested by Granite or its agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (d) the failure of a Service or CPE that is not included in the definition of Granite Managed Network Services; (e) any inside wiring; and/or (f) CPE, or network configuration changes made by Customer or at the direction of Customer, made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any force majeure event beyond the reasonable control of Granite.
- Any failure, issue or delay associated, in whole or in part, with Customer's or a third party's software, equipment, applications, facilities and/or network.
- Any event or occurrence that results in "no trouble found" by Granite.
- Granite Managed Network Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Service Start Date of a specific Granite Managed Network Services.
- Granite provided software or license components are not eligible for service credits.
- During emergency network conditions where dynamic rerouting is required.

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GRANITE MANAGED NETWORK SERVICES
ADDITIONAL TERMS AND CONDITIONS OF SERVICE

These Granite Managed Network Services Additional Terms and Conditions of Service (the "Granite Managed Network Services Terms of Service") state important requirements regarding the use by Customer and any of its end users invitees, licensees, customers, agents or contractors of Granite Managed Network Services offered by Granite and/or its affiliates through contracts with its Provider(s). The Granite Managed Network Services Terms of Service state certain of Customer's and Granite's duties, obligations and rights. Customer should read them carefully as they contain important information. IF CUSTOMER DOES NOT AGREE TO THE GRANITE MANAGED NETWORK SERVICES TERMS OF SERVICE, CUSTOMER MAY NOT USE GRANITE MANAGED NETWORK SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH GRANITE MANAGED NETWORK SERVICES IMMEDIATELY. The Granite Managed Network Services Terms of Service are in addition to the General Terms of Service.

1. Services.

1.1 Description of Services.

(a) "Granite Managed Network Services" or "Granite MNS" shall mean and consist of one or more of the following: (i) Essential Network Monitoring; (ii) Enhanced Network Monitoring; (iii) Custom Network Solutions; (iv) edgeboot Services; (v) Optional Dispatch Services; and/or (vi) Professional Services. Managed Network Services as described herein include any Granite-provided software ancillary to these Granite Managed Network Services.

(b) Managed Network Services shall be available to Customer if: (i) Customer purchased any underlying Services from Granite, if and as applicable; (ii) relevant CPE is installed and/or approved by Granite; (iii) Customer provides and allows Granite access to information needed to establish Communication Protocols, as defined herein, and (iv) Customer selected one or more Managed Network Services on a relevant Service Order Document. For purposes of Managed Network Services, "Communication Protocol(s)" shall be defined to include without limitation: Internet Control Message Protocol ("ICMP"), Simple Network Management Protocol ("SNMP"), and Applicable Programming Interface ("API").

(c) For purposes of these Granite Managed Network Services Terms of Service, references to CPE may refer to Provider Equipment, depending on the particular Service(s), and may include without limitation switches, access points, routers, firewalls, and/or devices.

1.2 Applicable Additional Terms and Conditions. The additional terms and conditions set forth in **Exhibit A**, attached hereto and incorporated herein, shall apply to and govern the particular Managed Network Services described therein.

1.3 Configuration. Customer shall be solely responsible for the selected configuration on the CPE. For the avoidance of doubt, all references herein to equipment, appliances, and/or devices, whether or not capitalized, are in reference to and shall be considered CPE. Customer must complete and provide the appropriate, current configuration forms. Granite may configure Managed Network Services in accordance with Customer's configuration submission. Customer is responsible for confirming that its network elements are configured in accordance with Customer's preferences prior to and after activation of Managed Network Services.

1.4 Physical and Diagnostic Access.

(a) Remote access shall be used by Granite and its subcontractors to support and troubleshoot the Customer's CPE. Customer agrees to provide an on-site Customer contact for remote access, remediation, and troubleshooting.

1.5 Granite Equipment and Core Network; Customer Equipment.

(a) To the extent a Service Order Document requires Granite to complete on-site Services and/or obtain additional Underlying Rights ("Underlying Rights" means any and all agreements, licenses, conduit use

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agreements, pole attachment agreements, leases, easements, access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, Managed Network Services) Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights as necessary to provide Managed Network Services. In the event that Granite is unable to obtain or maintain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Granite may cancel the applicable service order and shall incur no liability to Customer hereunder. Granite shall not be deemed to be in breach of the General Terms of Service for its failure to meet any anticipated service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure event; (ii) failure to obtain, or delay in obtaining, any required Underlying Rights; (iii) construction delays; or (iv) any other circumstances beyond the control of Granite.

1.6 Responsibilities of Parties.

(a) Granite is not responsible for any delays in provisioning or failures of Managed Network Services related to inaccurate information provided by Customer and/or changes in Customer's network that are not communicated to Granite. Customer must provide Granite with information, documentation, forms and/or a network assessment worksheet (in forms provided by or reasonably acceptable to Granite) for purposes of determining the current status and support characteristics of key network protocols, services and settings (including, but not limited to, a site survey document and Customer's local area network(s) minimum network requirements and firewall specifications) and other information necessary for providing Managed Network Services to Customer. Customer will be responsible for the completion of all documentation requested by Granite, including all onboarding information forms to include information regarding sites(s), basic LAN architecture, equipment information, service plan details and contact information. Customer acknowledges that the provisioning of Managed Network Services depends on the accuracy and timely receipt of information on the network assessment worksheet, other documents and/or responses to questionnaires and additional questions from Granite. Granite and/or its Providers will evaluate, design, and provision Managed Network Services based on a scope proposed to, and accepted by, Customer. Customer acknowledges that there is no guaranty that Customer's current CPE or previously purchased or installed equipment can be used with Managed Network Services.

(b) Customer shall cooperate with Granite and any of its employees, agents or contractors as necessary or reasonable requested by Granite in order for Granite to provide Managed Network Services. This assistance and cooperation includes, but is not limited to: (i) designating a technical point of contact to work with Granite as needed and a point of contact to receive status reports and other communications; (ii) providing Granite with all necessary information to complete the Managed Network Services (including install information to configure CPE); (iii) a complete list of applications that Customer is currently running; (iv) assistance in schedule of installations and service calls (including coordinating with appropriate Customer personnel at branches/locations); (v) providing Granite with existing CPE configurations; (vi) providing a safe and hazard free work environment at each location and property security environmental conditions for CPE at each location; (vii) promptly communicating any details of any changes made by Customer to its internal systems that would impact CPE in any way; (vii) ensuring that the CPE installation location is in the same general area as the local access demarcation point (i.e. no more than 150 feet); and (ix) providing such other cooperation and assistance as is reasonably necessary (e.g. execution of LOA or other documents).

(c) Customer agrees not to modify, enhance, or otherwise alter any CPE or other equipment related to Managed Network Services or Managed Network Services without Granite's prior written consent.

(d) Customer shall comply with all obligations set forth in any end user software licenses for software provided by Granite. Customer acknowledges that it is not relying on any representations or warranties made by a manufacturer except for those warranties expressly made in any software end user license agreement (if applicable to Customer).

2. Rates and Charges. Rates and Charges for Managed Network Services are as set forth in the applicable Service Order Document(s) or as otherwise communicated to Customer at the time of ordering such Managed Network Services and may vary depending on Managed Network Service type, features, equipment and other costs required to deliver the Managed Network Service to Customer.

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3. **Service Term.** The initial minimum Service Term of all Managed Network Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite, provided, notwithstanding the foregoing, all Managed Network Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least thirty-six (36) months from the Service Start Date. After the end of the initial Service Term selected by Customer, the Managed Network Service shall automatically renew and continue for subsequent twelve (12) month Service Terms unless Customer provides prior written notice to Granite at least thirty (30) days prior to the end of the then current Service Term. Certain licenses or software provided in connection with the Managed Network Services may automatically terminate at the end of the initial Service Term unless otherwise renewed by Customer.

4. **Early Termination Fees.** If any specific Managed Network Services or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (a) 100% of the average monthly recurring charge multiplied by the number of months (or portions thereof) remaining under the then current Service Term of the specific Managed Network Services (including the remaining portion of any amortized CPE), plus (b) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (c) actual expenses incurred by Granite to activate or terminate Managed Network Services, plus (d) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite.

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Exhibit A

1. Essential Network Monitoring.

1.1 Essential Network Monitoring Services consist of Proactive Ticketing and edgeboot Services. Essential Network Monitoring Services are also eligible for Optional Dispatch Options identified in Section 5, below. Essential Network Monitoring Services are only available where the underlying connection is a Granite-provided Broadband Service.

1.2 Proactive Ticketing – Internet Protocol Address (IP)

(a) Customer's Granite-provided internet access Services are eligible for Proactive Ticketing – IP if the applicable internet access Service has a public-facing, routable static IP address.

(b) Proactive Ticketing - IP consist of the following: (i) reachable host monitoring 24x7x365; (ii) initial Customer notification of incident within fifteen (15) minutes via email; (iii) incident management and troubleshooting for Granite provided services, (iv) historical incident report; and (v) e-mails notifications when tickets are opened, updated, or closed.

(c) Granite's NOC will support the applicable Service after its Service Start Date. Granite's NOC serves as the primary contact point for Customer to report maintenance problems, obtain updates on trouble tickets, or request escalations. During the troubleshooting process, Granite will reach out to Customer to coordinate with an onsite Customer representative. If troubleshooting determines that the underlying service is the root cause and the Service is Granite-provided, a support case will be opened until the issue is remedied.

1.3 Proactive Ticketing – General

(a) Proactive Ticketing – General may be available for LAN CPE that is not supported by Granite monitoring technologies but may be reached by network agent or other means identified and tested by Granite engineering resources. It consists of the following: (i) reachable host monitoring 24x7x365; (ii) initial Customer notification of incident within fifteen (15) minutes via email; (iii) incident management and troubleshooting for Granite-provided services, and (iv) e-mails notifications when tickets are opened, updated, or closed. Ticket integration may be available separately and upon request.

(b) Customer's CPE that is not Granite-provided is eligible for Proactive Ticketing – General if: (i) the CPE is Communication Protocol capable; (ii) Customer provides Granite with a complete and accurate inventory report that includes, at minimum, part number and serial number; (iii) scope of support responsibilities is mutually agreeable between Customer and Granite; and (iv) if necessary, Customer agrees to a site survey conducted by a Granite technician.

(c) Granite's Network Operations Center ("NOC") will support the applicable CPE after its Service Start Date. Granite's NOC will serve as the primary contact point for Customer to report maintenance problems, obtain updates on trouble tickets, and request escalations. During the troubleshooting process, Granite will reach out to Customer to coordinate with an onsite Customer representative . If troubleshooting determines that the underlying service is the root cause and the Service is Granite-provided, a support case will be opened until the issue is remedied.

1.4 edgeboot Services

(a) Essential Network Monitoring Services include edgeboot Services described in Section 4, below; provided that the edgeboot Services included in Essential Network Monitoring Services include out-of-band management connectivity only and do not include data connectivity.

2. Enhanced Network Monitoring Services

2.1 Enhanced Network Monitoring Services consist of Advanced Monitoring and edgeboot Services. Enhanced Network Monitoring Services are also eligible for Optional Dispatch Options identified in Section 5, below.

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2.2 Advanced Monitoring – Applicable Terms.

(a) Advanced Monitoring Service consist of the following: (i) reachable host monitoring 24x7x365; (ii) initial Customer notification of incident within fifteen (15) minutes via email; (iii) incident management and troubleshooting for Granite provided services, (iv) historical incident report; (v) e-mails notifications when tickets are opened, updated, or closed; and (vi) portal access and analytics.

(b) Granite's NOC will support the applicable device and/or Service after its Service Start Date. Granite's NOC serves as the primary contact point for Customer to report maintenance problems, obtain updates on trouble tickets, or request escalations. During the troubleshooting process, Granite will reach out to Customer to coordinate with an onsite Customer representative. If troubleshooting determines that the underlying service is the root cause and the Service is Granite-provided, a support case will be opened until the issue is remedied.

(c) Advanced Monitoring Service is eligible for Dispatch Options identified in Section 5 of this Exhibit A to these Granite Managed Network Services Terms of Service.

2.3 Advanced Monitoring – Internet Access

(a) This Section 2.3 governs Advance Monitoring applied to (i) Wireless Broadband / Internet of Things (IoT); (ii) Access; (iii) Access + CPE; and (iv) Analog Replacement Services (Epik).

(b) Customer's Granite-provided internet access Services are eligible for Advanced Monitoring if (i) the applicable internet access Service has a public-facing routable static IP address, and (ii) Communications Protocols are capable of being established.

2.4 Advanced Monitoring – VoIP Service

(a) Customer's Granite-provided VoIP Services are eligible for Advanced Monitoring – VoIP Service if; (i) the VoIP Service utilizes Granite-provided or Granite-approved IP phones or ATAs, and (ii) Communications Protocols are capable of being established.

2.5 Advanced Monitoring – SD WAN Service

(a) Customer's Granite-provided or Granite-approved SD-WAN Services are eligible for Advanced Monitoring – SD WAN Service if Communications Protocols are capable of being established.

2.6 edgeboot Services

(a) Enhanced Network Monitoring Services include edgeboot Services described in Section 4, below; provided that the edgeboot Services included in Enhanced Network Monitoring Services include out-of-band management connectivity only and do not include data connectivity.

3. Custom Managed Network Services.

3.1 Custom Managed Network Services – Terms.

(a) Granite's Custom Managed Network Services are available as may be agreed upon between Granite and Customer in an applicable Service Order Document.

(b) Granite's NOC will support the applicable device and/or Service after its Service Start Date. Granite's NOC serves as the primary contact point for Customer to report maintenance problems, obtain updates on trouble tickets, or request escalations. During the troubleshooting process, Granite will reach out to Customer to coordinate with an onsite Customer representative. If troubleshooting determines that the underlying service is the root cause and that the Service is Granite-provided, a support case will be opened until the issue is remedied.

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(c) Custom Managed Network Services are eligible for Dispatch Options identified in Section 5, below.

(d) Custom Managed Network Services may include optional Ticket Integration and/or VPN Client Services, respectively described in Sections 3.5 and 3.6, below, if and as agreed upon between Granite and Customer in an applicable Service Order Document.

3.2 Custom Managed Network Services - Wi-Fi

(a) Customer's Granite-provided Wi-Fi Services are eligible for Custom Managed Network Services - Wi-Fi if: (i) Granite has administrative access to the applicable Wi-Fi Service; and (ii) Communications Protocols are capable of being established.

(b) Custom Managed Network Services - Wi-Fi consist of the following: (i) reachable host monitoring 24x7x365; (ii) initial Customer notification of incident within fifteen (15) minutes via email; (iii) incident management and troubleshooting for Granite provided services, (iv) historical incident report; (v) e-mails notifications when tickets are opened, updated or closed; and (vi) portal access and analytics.

3.3 Custom Managed Network Services – Switch

(a) Customer's Granite-provided Switch Services are eligible for Custom Managed Newtork Services - Switch if: (i) Granite has administrative access to the applicable Switch Service; and (ii) Communications Protocols are capable of being established.

(b) Custom Managed Network Services - Switch consist of the following: (i) reachable host monitoring 24x7x365; (ii) initial Customer notification of incident within fifteen (15) minutes via email; (iii) incident management and troubleshooting for Granite provided services, (iv) historical incident report; (v) e-mails notifications when tickets are opened, updated or closed; and (vi) portal access and analytics.

3.4 Custom Managed Network Services - SD WAN (Branch and HQ)

(a) Customer is eligible for Customer Managed Network Services – SD WAN, including Branch and HQ, if: (i) the Service utilizes Granite-provided SD-WAN CPE; and (ii) Communications Protocols are capable of being established.

(b) Custom Managed Network Services – SD-WAN consist of the following: (i) initial and on-going SD-WAN configuration; (ii) active/active WAN configuration; (iii) up/down monitoring 24x7x365 of CPE and WAN interfaces; (iv) initial Customer notification of incident within fifteen (15) minutes via email; (v) Customer portal read access for analytics; (vi) incident management and troubleshooting, (vii) proactive trouble tickets; (vii) e-mail notifications when tickets are opened, updated or closed.

(c) Customer must complete and provide the appropriate, current configuration form as applicable. Granite will configure SD-WAN CPE and network policies in accordance with Customer's configuration submission. Customer is responsible for confirming that its network policies are configured in accordance with Customer's preferences prior to and after activation of Custom Managed Network Services – SD-WAN Service.

3.5. Optional Ticket Integration.

Ticket Integration Services may assist Customer with integrating Customer's ticketing system application (e.g., ServiceNow, ConnectWise) with Granite's ticketing system to allow for send-and-receive information exchange regarding Customer service requests and trouble tickets.

3.6. Optional VPN Client.

VPN Client Services utilize deployed technology to create and maintain Virtual Private Network (VPN) connections to Customer's business users servers and devices.

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3.7 edgeboot Services

(a) Custom Managed Network Services include edgeboot Services described in Section 4, below, including both out-of-band management connectivity and data connectivity.

4. Power Cycle Controller and Out-of-Band Monitoring ("edgeboot")

4.1 General.

(a) Customer may purchase edgeboot Services, which consist of (i) remote rebooting functionality using the edgeboot device's power cycle controlling capability ("Power Cycling"); (ii) out-of-band monitoring capability which allows limited functionality of Access/Asset Remediation Services through a cellular connection that operates even when other network connections may not be functioning; and (iii) portal access and analytics.

(b) edgeboot Services require installation of Granite-owned, Granite-provided CPE (i.e. an edgeboot device), each which installation may be subject to an additional charge.

(c) Granite's NOC will support the edgeboot Service after commencement of its Service Start Date. Granite's NOC serves as the primary contact point for Customer to report maintenance problems, obtain updates on trouble tickets, or request escalations. Utilizing the edgeboot Service and service-affecting issue-detection technology, Granite will remotely and automatically remediate such service-affecting issue(s) via Power Cycling. In the event the remedial Power Cycling does not resolve the detected issue, Granite will reach out to Customer to coordinate with an onsite Customer representative. If troubleshooting determines that the underlying service is the root cause and the Service is Granite-provided, a support case will be opened until the issue is remedied.

(d) edgeboot Services are provided on a best-efforts basis. Specifically, and without limitation, there are no service level agreements applicable to edgeboot Services. Any connectivity provided by Granite shall be subject to the applicable SLA for the applicable underlying data connection (including, without limitation, Mobility M2M Services, as set forth in Section 3.3, below). Any monitoring provided by Granite shall be subject to the relevant portions of the Granite Managed Network Services SLA, as set forth at www.granitenet.com/Legal.

(e) Customer is solely responsible for selecting the equipment that it may choose to connect to an edgeboot device to use the edgeboot Services. Granite makes no representations or warranties regarding: (i) compatibility between the edgeboot device and any other device; (ii) whether connecting any particular device to the edgeboot device is appropriate; and (iii) whether Granite's NOC will be able to remediate any particular issue involving any equipment Customer chooses to connect to an edgeboot device.

4.2 edgeboot Port Activation

The applicable Rates and Charges for edgeboot Services are assessed based on the number of ports actively connected to the edgeboot device and monitored as part of the edgeboot Services. A port (i.e. one of the three-prong terminals in each edgeboot device) will be considered active upon--and the Service Start Date for such port shall be--the earlier of (a) Customer notifying Granite that a new device has been connected to the edgeboot device and is using edgeboot Services; (b) a completed installation or technician visit where the technician connects a device to the edgeboot device, and such connected device is utilizing edgeboot Services; or (c) Granite's monitoring functionality detects a new device has been connected to the edgeboot device and has been using edgeboot Services for at least seven (7) days.

4.3 edgeboot Mobility Services

edgeboot Services utilize Granite mobility machine to machine data services ("M2M Services") for out-of-band monitoring and, in certain cases, for data connectivity. The M2M Services component of the edgeboot Services is governed by the Mobility Services Additional Terms of Service.

4.4 edgeboot Disclaimer and Liability Limitation.

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(a) LIABILITY DISCLAIMER. EDGEBOOT SERVICES ARE PROVIDED AS IS. GRANITE'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES REGARDING EDGEBOOT SERVICES ARE EITHER: (A) SET FORTH IN A CORRESPSONDING SECTION OF ANY APPLICABLE SERVICE LEVEL AGREEMENT, OR (B) TO HAVE GRANITE REPAIR OR REPLACE ANY GRANITE-PROVIDED EDGEBOOT DEVICE IF IT IS DEFECTIVE. CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) THE EDGEBOOT SERVICES ARE ONLY ONE COMPONENT OF CUSTOMER'S PROGRAM FOR MANAGING CPE AND MONITORING APPLICABLE CPE AND THAT SERVICES ARE NOT A COMPREHENSIVE CPE MAINTENANCE AND MONITORING SOLUTION; (B) THERE IS NO GUARANTEE THAT THE EDGEBOOT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CPE CONNECTED TO OR MONITORED USING THE EDGEBOOT SERVICES WILL OPERATE CONSISTENTLY OR WITHOUT NEED FOR FURTHER INTERVENTION, MAINTENANCE, OR TROUBLESHOOTING, OR THAT THE EDGEBOOT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS; (C) CELLULAR CONNECTION TO THE EDGEBOOT DEVICE IS PROVIDED ON A BEST EFFORTS BASIS; (D) ANY USE OF EDGEBOOT SERVICES IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF CUSTOMER'S USE OF EDGEBOOT SERVICES; AND (E) THE EDGEBOOT SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH DATA, CONTENT OR INFORMATION USED FOR OR REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE EDGEBOOT SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"), AND GRANITE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK APPLICATIONS.

(b) IN ADDITION TO, AND WITHOUT LIMITING, ANY OTHER LIABILITY LIMITATIONS ELSEWHERE IN THE TERMS OF SERVICE, IN NO EVENT WILL GRANITE'S LIABILITY IN CONNECTION WITH THE EDGEBOOT SERVICES EXCEED $100. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT GRANITE HAS BEEN ADVISED OF THE POSSIBILITY OF GREATER DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5. Optional Dispatch Services.

5.1 **General**.

(a) The Optional Dispatch Services, which include Second Business Day Dispatch, Next Business Day Dispatch, and Premium Dispatch, shall be available for certain Managed Network Services at described in this Exhibit A to these Granite Managed Network Services Terms of Service. Granite shall only provide Optional Dispatch Services to the extent quoted in a relevant Service Order Document that is agreed to by Customer.

(b) Technician arrival time shall be measured from the point at which the Parties make a reasonable determination that remote troubleshooting will not result in full remediation and Dispatch ticket creation occurs.

(c) Dispatch tickets must be opened prior to 2pm EST. All Dispatch tickets opened after 2pm EST will deemed opened at 8am EST on the following business day.

(d) All Optional Dispatch Services exclude materials and assume no more than two (2) hours on-site. Additional time shall be billed Granite's then-standard Network Integration rates.

(e) Optional Dispatch Services are intended for diagnostic purposes. Repair and remediation are not guaranteed. To the extent diagnostic efforts indicate that remediation is required, Granite and Customer will coordinate such repair.

5.2 **Second Business Day Dispatch.**

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Second Business Day Dispatch is Granite's standard dispatch option and means that a technician will be sent to Customer's affected location within two (2) business days of trouble ticket creation.

5.3 **Next Business Day Dispatch**.

Next Business Day Dispatch means that a technician will be sent to Customer's affected location within one (1) business day of trouble ticket creation.

5.4 **Premium Dispatch (Four Hour Technician, Four Hour Hardware, Four Hour Tech + Hardware).**

Premium Dispatch is a customized solution for customers who may require a technician and/or hardware to be dispatched to Customer sites within 4-hours. Customer site prequalification is required to ensure eligibility for service. If hardware replacement is in scope, depots will be stocked with spare CPE.

6. Professional Services.

(a) Professional Services may be available upon Customer request to provide Customer with additional engineering resources and/or expertise to assist with project and/or ad hoc changes not otherwise within the scope of the foregoing Granite Managed Network Services offerings.

(b) Professional Services may consist of changes including but not limited to: changes to the macro-level solution architecture; new routing protocols; data center migrations; new data center installations; addition of cloud services and cloud applications; requests for named engineering resources; requests for immediate changes or resources that are outside of the prescribed SLA or escalation; migrations related to acquisition or removal of multiple sites; WAN IP-related to connectivity migration at multiple sites; and configuration and policy changes on non-templatized Customer architecture.

(c) Prior to commencement of any Professional Services engagement, Granite and Customer shall execute a separate written Professional Services Agreement or Addendum to an existing agreement, which agreement or addendum shall describe the Professional Services engagement, related pricing, requested resources, and other relevant details necessary for the provision of such Professional Services.

7. Security Services Disclaimer.

7.1 The following Security Services Disclaimer may apply to certain Services that have a security dimension, including, without limitation, Advanced Monitoring – SD-WAN; Managed SD-WAN; VPN Client; and certain legacy Services (e.g. Advanced Monitoring – Premise Firewall Service and Managed Premise Firewall Service).

7.2 LIABILITY DISCLAIMER. SECURITY SERVICES ARE PROVIDED AS IS. GRANITE'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES REGARDING SECURITY SERVICES ARE EITHER: (A) SET FORTH IN CORRESPSONDING SECTION OF THE SERVICE LEVEL AGREEMENT, OR (B) TO HAVE GRANITE REPAIR OR REPLACE ANY GRANITE-PROVIDED FIREWALL DEVICE IF IT IS DEFECTIVE. CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) THE SECURITY SERVICES CONSTITUTE ONLY ONE COMPONENT OF CUSTOMER'S OVERALL SECURITY PROGRAM AND ARE NOT A COMPREHENSIVE SECURITY SOLUTION; (B) THERE IS NO GUARANTEE THAT THE SECURITY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT NETWORKS OR SYSTEMS CONNECTED TO THE FIREWALL OR SUPPORTED BY THE SECURITY SERVICES WILL BE SECURE, OR THAT THE SECURITY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS; (C) THERE IS NO GUARANTEE THAT ANY COMMUNICATIONS SENT BY MEANS OF THE SECURITY SERVICES WILL BE PRIVATE; (D) THERE IS NO GUARANTEE THAT ANY AVAILABLE CONTENT OR URL BLOCKING SOFTWARE WILL BLOCK ALL SITES NOT DESIRED BY CUSTOMER OR THAT SUCH SOFTWARE WILL NOT BLOCK ANY SITES THAT ARE DESIRED BY CUSTOMER; AND (E) ANY AVAILABLE CONTENT OR URL BLOCKING SOFTWARE IS USED AT CUSTOMER'S SOLE RISK AND DISCRETION.

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GENERAL TERMS OF SERVICE

Services referenced in the Agreement are offered to Customer by Granite.

Customer shall contract for, and order, Services on Service Order Documents and using procedures acceptable to Granite in all respects.

The offer, provisioning, and delivery of Services are subject at all times to the receipt by Granite of all required approvals and/or authorizations from regulatory agencies having jurisdiction over Services and/ or Granite.

The Agreement is entered into by and between Customer and Granite. Customer has, and is deemed to have, accepted to be bound by these General Terms of Service and any Additional Terms of Service, including all terms and conditions incorporated therein or herein by reference upon: (a) Customer submitting a service order for Services; (b) Customer signing Service Order Documents or other documents stating that Customer has accepted such terms; and/or (c) Customer receiving and using Services without Service Order Documents or other documents as described herein.

General Terms and Conditions

1. Definitions; Interpretations.

1.1 Definitions. Except as otherwise defined herein, capitalized terms shall have the meanings ascribed to them in Attachment A, attached hereto and incorporated herein, or the applicable Additional Terms of Service. Words or expressions not defined are to be construed as having the meaning generally attributed to them in the telecommunications industry. All capitalized terms defined in the Agreement include the plural as well as the singular.

1.2 Attachments. The following are attached hereto and incorporated herein:

(a) Attachment A - Definitions

(b) Attachment B - Internet Based Services – Additional Terms and Conditions of Service

1.3 Interpretation. In the event of any inconsistencies between the documents comprising the Agreement, and only to the extent of such inconsistencies, the interpretation of the Agreement shall be controlled by the following order of precedence (from the most to the least controlling): (a) any applicable filed and effective tariff and/or service guide, if any; (b) the applicable Additional Terms of Service; (c) these General Terms of Service; and (d) the provisions of quotes, Service Order Documents, and/or other written document(s) accepted by Granite. In the event that Granite and Customer execute a separate master services agreement, then that master services agreement shall fall before these General Terms of Service in the order of precedence. This order of precedence notwithstanding, specific terms, including pricing, contained in any other writing will be controlling, if specific agreement language permits.

2. Agreement to Provide Services.

2.1 Services. Subject to the terms and conditions of the Agreement, and in consideration of the payments for such Services ordered by Customer in accordance with Service Order Documents, Customer has agreed to purchase, and Granite shall provide, the Services in accordance with the Agreement. Granite shall be responsible for the performance of all of its obligations under the Agreement, including those that it performs through Providers and other subcontractors. Customer may designate Authorized Users for the Services at the Rates and Charges and on the terms and conditions set forth in the Agreement. Customer shall be financially responsible for any Authorized User's purchase of Services. Unless otherwise consented to by Granite, Services may only be used by Customer, Authorized Users and their respective end users. All Services are for Customer's own commercial use only and are not for resale.

2.2 Additional Terms of Service. Certain Services including, without limitation, Broadband Services, Access Services, VoIP Services, Mobility Services, Granite Grid Services, Granite Managed Network Services, Analog Replacement Services, and Network Integration Services, may be subject to additional terms and conditions (including, without limitation, initial minimum Service Terms and Early Termination Fees) as referenced in these

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General Terms of Service or the applicable Additional Terms of Service, specific Service Order Documents for such Services, and/or other writings accepted by Granite.

2.3 Customer Authorization. Customer hereby (a) engages Granite and/or its affiliates to provide Services as set forth in Service Order Document(s) or as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, and/or maintaining Services, including ordering, changing, and/or maintaining such Services, and to do such other things reasonably necessary to provide such Services and as Customer may from time to time request.

2.4 Equipment.

(a) General. As a general matter, Granite will have no obligation to provide, install, configure, license, or otherwise provide software for, maintain, support, or repair CPE unless otherwise specified herein or in any applicable Additional Terms of Service or Service Order Document. To the extent CPE is necessary to Granite-provided Services, Customer shall, at Customer's sole cost and expense, procure and make available to Granite such CPE at Customer's locations where Services are provided, including supplying adequate space, electrical supply, heating, and cooling to ensure Granite's Services can be utilized as intended. For all CPE purchased or rented from Granite, Customer must inspect the CPE carefully upon receipt and report any and all claims of damage and/or missing items within two (2) business days of receipt of CPE. Customer's failure to timely report such damage and/or missing items will constitute Customer's acceptance of CPE in good working order, and Customer will thereafter be liable for any and all damage pursuant to the terms set forth herein.

(b) Equipment Purchase and Rental. In cases where Customer does order CPE from Granite to receive Granite Services, Customer may, subject to Granite approval, either (i) purchase the CPE either at a one-time non-recurring charge ("NRC") or via amortization subject to a monthly-recurring charge ("MRC") applicable for the duration of the underlying license term, if any, or Service Term associated with the related Granite Service(s), unless otherwise specified in a Service Order Document; or (ii) utilize the CPE subject to an MRC on a rental basis for a Service Term at least equivalent to the Service Term applicable to the related Granite Service(s).

(c) Additional Rental Terms. When CPE is provided on a rental basis: (i) Customer shall maintain the CPE in good working condition, ordinary wear and tear excepted, and return the rental CPE to Granite within thirty (30) days of Granite's replacing/upgrading the CPE or termination of the Services the CPE had supported; (ii) CPE is and shall remain the property of Granite regardless of where installed within the Customer's service location(s), and such CPE shall not be considered a fixture or an addition to the land or the service location(s); (iii) at any time Granite may remove or change such CPE in connection with providing the Services; (iv) Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any rental CPE or permit others to do so, and shall not use the CPE for any purpose other than that authorized by the Agreement; (v) any maintenance shall be at Granite's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the CPE; (vi) Customer is responsible for damage to, or loss of, such CPE caused by its acts or omissions, its noncompliance with this Agreement, or by fire, theft or other casualty at the service location(s), unless caused by the negligence or willful misconduct of Granite; (vii) Customer agrees not to take any action that would directly or indirectly impair Granite's title and/or property rights to the CPE, or expose Granite to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties; (viii) subject to other terms and conditions herein, following the discontinuance of the Services to the service location(s), Granite retains the right to remove the CPE including, but not limited to, that portion of the CPE located within the service location(s).

(d) Equipment Warranty. All CPE provided by Granite shall solely carry the manufacturer's warranty and shall not be covered under any other Granite warranty or representation. For CPE provided by Granite on a rental basis, in addition to the manufacturer's warranty, Granite shall provide standard remote troubleshooting and break/fix support, however, technician dispatches, including for installation and repair, are not included. Advanced support programs for CPE may be made available by Granite to Customer at additional charge as described in the applicable Additional Terms and Conditions of Service or Service Order Document or as otherwise communicated by Granite to Customer. Granite does not warrant that the CPE provided by Granite will meet Customer's needs, perform at a particular speed, bandwidth or data throughput rate, or will be uninterrupted, error-free, or secure, or free of viruses, worms, disabling code or conditions, or the like.

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(e) Equipment Licenses. CPE as described herein and provided by Granite is not inclusive of licenses or software but includes only the equipment/device/hardware. If and to the extent a license and/or software is required for Customer's operation or use of the CPE, such software and/or license(s) will be specified in the applicable Additional Terms of Service or Service Order Document, and Customer is responsible for all financial obligations with respect to same notwithstanding any election to terminate underlying Services, including associated CPE. An applicable license term may commence upon activation or in accordance with an underlying Provider's licensing policies, as the case may be, and, as such, license terms may not run concurrently with the Service Term applicable to a related Granite-provided Service.

(f) Payment. Granite may invoice Customer for Granite-provided CPE and/or related licenses, and Customer's payment obligations and commitments to Granite for CPE and/or related licenses shall apply, upon Granite's ordering the CPE and/or related licenses from any underlying vendor or Provider. Granite also reserves the right to assess Customer an additional storage charge in cases where Granite stores CPE between Customer's ordering and deployment of such CPE. In the event Customer does not satisfy its payment obligations and commitments associated with Granite-provided CPE and/or related licenses, Granite reserves the right to: (i) in the case of rental CPE that has already been provided to the Customer, require Customer to return such CPE to Granite in good condition, ordinary wear and tear excepted, otherwise Customer shall be liable for the replacement cost of such CPE; and/or (ii) in the case of purchased CPE, including via amortization, require Customer to pay an amount up to the outstanding payment obligations for such CPE and/or related licenses. For equipment and/or related licenses ordered on Customer's behalf, Customer is responsible for payment associated with such equipment and/or related licenses notwithstanding any project rollout requests, cadence, adjustments, modifications, or the like. In addition, Customer shall comply with Granite's reasonable requests for information related to the equipment and/or related licenses and Customer's use thereof (e.g., address where deployed).

(g) Additional CPE Terms. Granite-provided CPE risk of loss shall pass to Customer upon shipment from origin. Shipments shall be performed at then-standard common carrier rates for two-day standard shipping unless otherwise agreed between the Parties, and Customer will be invoiced for all shipping costs. Customer's signature is required on delivery. Granite will use reasonable efforts to provide Customer with updates regarding common carrier delays. Customer agrees that the CPE will be used solely by Customer, only at the designated service location(s), and solely for the purpose(s) for which the CPE was intended unless Granite consents, in writing, to other use. Customer shall not sublease or sublet any CPE without Granite's written consent. Granite-provided CPE not used in the design and/or implementation of Services and returned to Granite or returned to Granite for any reason is subject to a restocking fee.

2.5 Provisioning of Services.

(a) Customer, at its own expense, shall secure throughout the Service Term any easements, leases, licenses, or other agreements necessary to allow Granite to use pathways into and in each building at which Customer's or its end user's premises is located, to the Demarcation Point. Such access rights shall grant to Granite the right, without the requirement of notice, to access such premises during business hours of each location and as otherwise reasonably requested by Granite to install, maintain, repair, replace and remove any and all equipment, cables or other devices Granite deems necessary to provide Services. Granite, its employees, contractors and/or agents shall have reasonable access to any necessary facilities at Customer premises. Notwithstanding anything to the contrary herein, Granite shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer (including, but not limited to, the failure to provide Granite prompt access) and/or caused by any notice or access restrictions or requirements. Unless Customer engages Granite to provide specific additional services, Customer is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

(b) Granite may reject any order for Services that is not in accordance with the provisions of this Agreement or if Granite is unable to provision such Services as ordered. Customer is ultimately responsible for handling any outstanding contractual obligations with Customer's former service provider.

(c) Granite is not responsible for migration of Services pursuant to a valid order or for loss of income or time due to an order not being completed within the time frame desired, service outages, missed appointments, and/or trouble ticket dispatches. Granite is not responsible for any delays in provisioning or failures of Services related to inaccurate information provided by Customer and/or changes in Customer's network that are not

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communicated to Granite. In the event Customer elects to order a solution comprised of multiple Granite Services, each such Service will be provided and billed in accordance with these General Terms of Service and any applicable Additional Terms and Conditions of Service, and Customer shall be responsible for all obligations with respect to same.

(d) An individual, who is authorized and has the capacity to act on behalf of Customer, must be present to grant access so that the technician can complete his/her work. In the event that there is no such individual present at the scheduled time of the technician visit, and notification was not provided to Granite at least two (2) business days in advance, there may be a missed appointment fee or other similar charge. Similarly, a no access fee may be charged if a technician is denied access to the Demarcation Point due to a locked facility, or by the actions of third parties. If Granite dispatches a field technician to Customer location and the problem is caused by (i) CPE or (ii) any acts or omissions of Customer or any of its end users, invitees, licensees, customers, agents, or contractors, Customer will pay Granite for any and all associated time and materials at Granite's then-standard rates.

(e) If Customer pre-authorizes inside wiring during order placement, Customer is financially responsible for any and all applicable fees for such inside wiring services. If Customer chooses not to pre-authorize inside wiring work, and it is determined that additional wiring is needed to complete Customer's installation, it is Customer's responsibility to ensure the necessary wiring is completed by Customer or a third-party vendor.

(f) If any services are performed by any other vendor, Granite is not responsible for, and assumes no liability and provides no warranties for, such services.

(g) Unless otherwise specified in an applicable Additional Terms and Conditions of Service, any technical support that Granite provides is limited to the connectivity of Services. Support for other applications and uses is not provided or implied unless it is a specifically contracted service.

2.6 Maintenance. Granite and its Provider(s) may interrupt Services for maintenance and other operational reasons, and except as otherwise provided herein, Customer shall not be entitled to receive any remuneration for such interruptions. Granite will use reasonable efforts to notify Customer when possible. Providers may perform emergency maintenance on Services in their respective sole and absolute discretion, with or without prior notice to Granite or Customer, to preserve the overall integrity of such Provider's network. Granite will use commercially reasonable efforts to notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts any Services.

2.7 Modifications to Services; Service Moves.

(a) Granite may modify from time to time, and in any way, without limitation, any data, software, or hardware used to provide Customer with Services. Customer is solely and entirely responsible for the management and backup of all of Customer's data, and all updates, upgrades, and patches to any software that Customer uses in connection with Services. While Granite will work with Customer to provide proper notice of such changes, Customer is solely responsible, and Granite is not liable, for any and all personalized applications and content, except as expressly agreed to by Granite.

(b) In the event of a Services move (i.e., if Customer moves and has Services installed at the new location) or modification (i.e., Customer upgrades a Service at the same location), a new initial minimum Service Term will begin again from the Service Start Date at the new location. Additionally, in the event of a switch from another service provider to Granite, the initial minimum Service Term will begin from the date that the service provider switch is completed. Requests to have Customer's Services changed with a specific order to an alternate service provider at any time during an active Service Term may be subject to a fee to cover Granite's provisioning expenses.

2.8 Service Level Agreements. Service Level Agreements ("SLAs") for Services, if any, are determined on an individual case basis and will be set forth in the Additional Terms of Service or a separate SLA document (as set forth at www.granitenet.com/Legal or otherwise communicated to Customer at the time it makes its service order).

2.9 Fraud, Abuse and/or Unauthorized Use of Services. The Parties agree that Granite is not responsible for any fraud, abuse and/or unauthorized use of Service(s) by Customer, its employees, end users, or any other third

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party. Customer shall not be excused from paying for Service(s), or any portion thereof, on the basis of fraud, abuse, and/or unauthorized use of Service(s). In the event Granite discovers fraud, abuse, and/or unauthorized use of Service(s), nothing contained herein shall prohibit Granite from taking any immediate action (without notice to Customer) that Granite deems to be reasonably necessary to prevent such fraud, abuse, and/or unauthorized use of Service(s) from taking place including, without limitation, blocking, or terminating Service(s), provided, that Granite shall not be required under any circumstances to take such action. Customer will defend and indemnify Granite, its employees, directors, officers and agents from and against any suit, proceeding or other claim, damages, costs and expenses brought by an entity (not a party to or an Affiliate of a party to this Agreement) that is caused by, arises from, or relates to fraud, abuse, and/or unauthorized use of Service(s).

2.10 IP Addresses. Customer agrees that any IP address assignments and allocations from Granite are based on the address lending policy of American Registry for Internet Numbers and applicable agencies. It is an express condition of this Agreement, that the use of Services and the loan, assignment, and/or allocation of such IP addresses shall terminate, and the IP addresses shall be returned to Granite when this Agreement and/or any applicable Services expire or are terminated. Granite reserves the right to recover any address space due to inadequate utilization or an AUP violation.

3. Rates and Charges; Billing and Payment.

3.1 Rates and Charges.

(a) Rates and Charges for Services are as set forth in the applicable Additional Terms of Service, Service Order Documents, or as otherwise communicated to Customer at the time of ordering such Services and may vary depending on Service type, features, equipment, and other costs to deliver the Service to Customer. Except as otherwise provided for in these General Terms of Service, any Additional Terms of Service, or in any relevant Service Order Document(s), (i) the Rates and Charges for Services are the Rates and Charges applicable as of the Service Start Date of such specific Services, and (ii) the Rates and Charges may be changed by Granite in its discretion in accordance with Section 3.1(b). All Rates and Charges for the Services set forth in any preliminary quote are subject to final approval and acceptance by Granite. There will be a rebill fee (equal to the then-current charge assessed to similarly situated customers of Granite) applied on all Services ordered that are not ordered on Granite's wholesale platforms including, but not limited to, those Services not subject to any discount from the Provider and any Services that are rebilled by Granite for Customer. All additions to Services are recognized as non-refundable regardless of utilization by Customer.

(b) Services provided under a term agreement will be subject to adjustment after the Service Term's expiration to Granite's then-standard monthly rates. Provided that Customer shall be given prior written notice, Granite may modify the Rates and Charges at any time for (i) new orders, (ii) Services subject to month-to-month Service Terms (including Services for which longer initial minimum Service Terms or any renewal Service Terms have expired), and/or (iii) Service features not essential to the underlying Service's operation. In addition, Granite reserves the right to modify the Rates and Charges during Services' initial minimum Service Terms or renewal Service Terms, provided that, before going into effect, Granite provides not less than thirty (30) days' prior written notice to Customer of same, and during the interim (i.e., between the notice and effective dates) Customer will have the opportunity to object to such modification in writing to Granite, and, upon receipt of Customer's written objection Granite and Customer shall work in good faith to resolve the disagreement. Subject to the foregoing, any continued use of Services after the modified Rates and Charges take effect shall be deemed acceptance of the new Rates and Charges.

3.2 Billing; Payment.

(a) Granite shall use commercially reasonable efforts to accurately and promptly bill Customer the Rates and Charges applicable to Services and other related charges, including, without limitation, applicable surcharges and taxes. Billing will commence on the Effective Date hereof, and Customer will be financially responsible for all service time thereafter unless Granite is notified within a timely manner (meaning within five (5) days of an applicable Service Start Date) of an outstanding issue which Granite deems to justify service credit. Granite shall invoice Customer monthly in advance for all monthly recurring charges for Services to be provided during the following month, and shall invoice all other charges, including but not limited to non-recurring charges and usage

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charges, if any, in arrears. All payments received by Granite will be applied to Customer's outstanding amounts due. Payments will be due upon Customer's receipt of Granite's invoice and shall be paid within thirty (30) days of Granite's invoice date. After thirty (30) days from the date of Granite's invoice, Granite may charge late fees to Customer on the amount of the outstanding balance owed by Customer to Granite in the highest amount allowed by applicable law. No Customer requirements to process payments, e.g., Granite's completion of Customer or third-party documentation, shall relieve, postpone, or suspend Customer's obligation to adhere to the payment terms set forth herein. If a payment in any form is recovered or otherwise not paid by Customer's financial institution, there may be a returned payment fee. Acceptance of any late or partial payment (even if marked "paid in full" or with other words of similar effect) shall not waive any of Granite's rights to collect the full amount of Customer's charges for the Services. Granite charges for Services, including Services suspended due to non-payment, continuously regardless of whether or not Customer is utilizing such Services.

(b) All Rates and Charges assume that Customer pays Granite using a form of payment that will not result in Granite incurring additional fees and/or charges from any third party (i.e., a discount for cash payment). To the extent that does not occur, and Granite incurs any additional fees and/or charges, including but not limited to additional fees and/or charges from third parties that Customer uses for invoice processing, Granite reserves the right to charge Customer Rates and Charges higher than those quoted in the applicable Additional Terms of Service, any Service Order Documents or as otherwise communicated to Customer at the time of ordering such Services. Any purchase order Customer submits or otherwise issues to Granite is deemed to be for Customer's internal purposes only, and any terms and/or conditions set forth in a Customer-issued purchase order, including, for example, terms that add to, remove, modify, and/or conflict with the terms hereof, whether or not such purchase order is accepted, executed, or otherwise acknowledged by Granite, shall be hereby rejected and of no force or effect, notwithstanding anything indicating otherwise in such purchase order.

(c) If Customer fails to pay any undisputed and overdue amount within ten (10) days from the date of any written notice from Granite requesting such payment, Customer shall also pay all of Granite's reasonable costs of collection, including but not limited to reasonable attorney's fees. In the event Customer's account is in arrears, Granite may, upon written notice to Customer, suspend its provision of Services under this Agreement in whole or in part until Customer's account has been brought current.

3.3 Billing Disputes. Customer may dispute in good faith any charge by contacting a Granite account representative in writing or by e-mail of the specific nature and amount of the dispute ("Billing Dispute Notification"). Customer must pay all amounts, whether or not in dispute, by the due date. All claims must be submitted to Granite within ninety (90) days of the date of Granite's invoice for the Services for which charges are disputed, or the billing shall be deemed correct, and Customer waives all rights to file a claim. Upon receipt of a Billing Dispute Notification, Granite shall promptly commence an investigation of the dispute and will use commercially reasonable efforts to resolve such dispute within thirty (30) days. No interest, credits or penalties will apply with respect to the disputed amounts during the pendency of the dispute. If Granite determines that Customer is entitled to a credit, Customer shall receive a credit on Customer's next invoice. Notwithstanding the foregoing, Section 3.2(c) shall also apply to any amounts which Customer disputes in good faith that are ultimately determined to have been due and payable to Granite.

3.4 Taxes and Other Charges.

(a) Customer will pay to Granite all federal, state, and local taxes (including sales, use, and excise taxes) that are measured directly by the payments made by Customer to Granite under this Agreement and are required to be collected by Granite, provided, however, that in no event shall Customer be obligated to pay any of Granite's franchise taxes, taxes based on Granite's net income, business and license taxes, property taxes for which Customer is exempted by law, or any penalties associated with Granite's failure to properly remit taxes.

(b) Certain other rates, charges, surcharges, and/or fees may apply, as provided for or imposed by tariff or service guide, the FCC, other governmental entities, underlying Providers, applicable law, or other regulation or requirements. Customer shall be responsible for payment of all surcharges, regulatory fees and/or programs, however designated, imposed on or based upon the provision, sale or use of Services, and for certain other variable expenses incurred by Granite as a result of local, state, or federal regulation, including, its payments to government entities and agents and Provider(s) and its internal costs of compliance associated with taxes and

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regulatory fees and programs including, but not limited to, 911 access, universal service programs, carrier cost recovery, franchise fees, FCC and state regulatory fees, and/or utility, telecommunications, excise or other taxes not recovered by Customer through a separate line item. Granite may charge a single, separate surcharge because of the fluctuation of such aforementioned regulatory surcharges. Customer agrees to pay all invoiced regulatory surcharges.

(c) Additional fees may apply in the event that Customer elects or uses additional Services or for ancillary tasks or Service-related orders (e.g., service order charges, installation fees or move, add, disconnect, or Service change fees).

3.5 Termination and Cancellations Fees.

(a) Customer agrees that damages for termination or cancellation of Services are difficult or impossible to ascertain and the damages set forth in the Agreement including, without limitation, the Early Termination Fees or cancellation fees, are intended to serve as liquidated damages and not a penalty and such fees and charges are reasonable.

(b) In the event that Customer cancels all or any portion of any Services (including CPE) after ordering such Services, Customer may be subject to cancellation fees or charges (which fees or charges may vary by specific Service depending on Provider(s)). In the event that such Customer cancellation occurs after ordering such Services and Provider(s)' acceptance of such order but prior to the Service Start Date, then Customer shall pay to Granite, immediately upon demand, (i) three (3) times the monthly recurring charges for such Services, plus (ii) any and all actual expenses incurred by Granite to purchase, activate, install and/or terminate Services, including, but not limited to, any additional early termination/cancellation penalties as assessed by Provider(s)(which fees or charges may vary by specific Service depending on Provider(s)). For orders and/or Services terminated by Customer after the Service Start Date, Early Termination Fees ("ETFs") described in the relevant Additional Terms and Conditions of Service shall apply, if and as applicable.

(c) Granite may charge a cancellation fee to Customer if a scheduled loop drop, cutover, and/or installation is cancelled with less than 24 hours' notice.

(d) After Granite provides thirty (30) days' prior notice to Customer of specific site requirements for Services to be provided, if Customer does not (a) meet said requirements by the end of such 30-day period; or (b) provide Granite with a reasonable date (meaning within 15 days after the end of such 30-day period) upon which such site requirements will be met by Customer, then Granite may cancel the order for the Services and charge a cancellation fee to Customer, then Customer shall pay to Granite, immediately upon demand, any and all actual expenses incurred by Granite to order, survey, engineer, activate, install (including construction charges), and/or terminate Services, including, but not limited to, any additional early termination/cancellation penalties as assessed to Granite by Provider(s).

3.6 Credit Terms. Granite reserves the right to perform a credit review and/or approval. Granite reserves the right, at its sole discretion, to (a) either decline or cancel a service order without liability to either Party or (b) require appropriate advance deposits, prepayment of certain charges and/or other security for Services.

4. Term and Termination.

4.1 Term. The term of this Agreement shall begin on the Effective Date and continue until terminated as set forth herein (the "Term").

4.2 Termination.

(a) Either Party may terminate this Agreement or specific Services upon thirty (30) days' written notice to the other Party. Notwithstanding the foregoing, Early Termination Fees (as set forth in these General Terms of Service or any Additional Terms of Service) shall apply to certain Services having an initial minimum Service Term that are terminated for any reason prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer.

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(b) It is Customer's responsibility to notify Granite of any cancellation or termination of Services in writing and to comply with any commercially-reasonable process reasonably required by Granite to complete said cancellation or termination (e.g., completing forms, referencing a Granite-provided PIN). All disconnection requests will begin processing on the date the request is received. This applies to both total account and specific Service terminations. Services that are rebilled by Granite for Customer must be terminated by Customer directly with the underlying Provider. Returning hardware at the completion of the Service Term or cessation of payment or use of Services does not constitute notification of cancellation. If Customer does not provide written notice of Customer's intent not to renew Services after the end of the initial minimum Service Term, Services shall renew and continue in accordance with these General Terms of Service, any Additional Terms of Service, and/or Service Schedules, and continue to be subject to this Agreement, including, without limitation, application of Rates and Charges. To the extent terminated Services are subject to Early Termination Fees, such Early Termination Fees will be applied and due upon termination. Upon termination, Services will be discontinued and all files will be removed from Granite's servers (if applicable) without further notice.

(c) To the extent permitted by law, Granite reserves the right to terminate this Agreement and/or modify payment terms without notice in the event any one or more of the following occur; (i) Customer is adjudged insolvent; (ii) voluntary or involuntary bankruptcy proceedings commence against Customer; (iii) a court of competent jurisdiction appoints, or Customer makes an assignment of substantially all of its assets to a custodian; or (iv) if Granite determines, in its sole discretion, that there is a material change to Customer's financial stability. Furthermore, Granite may, at its sole discretion, terminate Service(s) on Granite's rebill platform in the event of non-payment or occurrence of the events described in Section 4(c)(i)-(iv).

(d) If Customer wishes to reinstate any Services with Granite, Customer may be required to pay (i) all outstanding charges from the inception of Customer's Service continuously to the current month of reinstatement, which is always paid in advance; (ii) a cash deposit, standby letter of credit and/or other security; and/or (iii) a reinstatement fee. Moreover, if Customer wishes to reinstate Customer's account, Customer will be subject to any and all installation and setup charges in effect at the time of reinstatement order placement, as well as any pertinent outstanding charges from Customer's former account.

4.3 Suspension of Services. Without prejudice to its other rights, Granite shall have the right to suspend Services immediately by written notice to Customer if Customer engages in criminal or willful tortious misconduct with regard to the Services, carries out any fraudulent activity with the intention of misleading or obtaining benefit from Granite and/or violates the AUP. Services which are within an active Service Term that are terminated due to violation of this Agreement including, without limitation, the AUP, will be assessed Early Termination Fees.

4.4 Service Terms. Service shall be subject to the Service Term set forth in any applicable Additional Terms of Service or any Service Order Documents and, except to the extent otherwise provided in such Additional Terms of Service or applicable Service Order Document, unless Services are terminated in accordance with this Agreement, Services shall automatically renew on a month-to-month basis after the completion of the initial Service Term.

5. Insurance.

5.1 Coverages. Except in cases where Granite provides a certificate of insurance (a.k.a., "COI") showing different kinds and amounts, Granite shall maintain from and after the Effective Date, and until the expiration or termination of this Agreement, insurance of the following kinds and amounts (either under the existing policies or by applying additional coverage available under any umbrella liability policy to the existing policies) or in the amounts required by law, whichever is greater: (a) Worker's Compensation and Employer's Liability Insurance affording (i) protection under the Worker's Compensation Law of the state in which work is to be performed or containing an all-states endorsement and (ii) Employer's Liability protection subject to a limit of not less than $1,000,000; (b) Commercial General Liability Insurance written on an occurrence basis in an amount not less than $1,000,000 per each occurrence, which insurance shall include (i) products and completed operations liability coverage and (ii) contractual liability coverage for the liabilities assumed by Granite under this Agreement; (c) Automobile Liability Insurance for hired and non-owned vehicles in an amount not less than $1,000,000 combined single limit; and (d) Professional Errors and Omissions Liability Insurance with a limit of $1,000,000.

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5.2 Additional Terms. All insurance policies required to be maintained under Section 5.1 shall be procured from insurance companies rated at least A-VIII or better by the then current edition of Best's Insurance Reports published by A.M. Best Co. Granite shall provide Customer with certificates of insurance evidencing the required coverage concurrently with the Effective Date and upon each renewal of such policies thereafter, as reasonably requested by Customer. This Section 5 shall in no way affect the indemnification, limitation of liability, remedy and/or warranty provisions set forth in this Agreement.

6. Indemnification.

6.1 Mutual Indemnification. Granite and Customer shall indemnify and hold each other, their Affiliates and their respective shareholders, members, managers, officers, directors, partners, principals, employees, agents, successors and permitted assigns harmless against Damages arising out of, relating to, or resulting from third party claims resulting from injury to or death of any person (including injury to or death of their respective subcontractors or employees) or loss of or damage to real property or tangible personal property, to the extent that such Damages were proximately caused by the negligent act or omission or the willful or intentional misconduct of the Party from whom indemnity is sought or its agents, employees or subcontractors, in connection with the provision or use of Services. Granite shall not be liable under this Section 6.1 for Damages caused by services or equipment that is not furnished by Granite under this Agreement.

6.2 Limitations. Granite shall not be liable for, and Customer indemnifies and holds Granite harmless from, any and all Damages arising out of, relating to or resulting from (a) the content of communications transmitted by Customer in its use of the Services, including but not limited to libel, slander and/or invasion of privacy and/or (b) allegations that Customer or its end user have infringed the intellectual property rights of any person or entity.

6.3 Procedures. The indemnified Party under this Section 6: (a) must notify the indemnifying Party in writing promptly upon learning of any claim, suit or other action for which indemnification may be sought, provided, that failure to do so shall have no effect except to the extent the indemnifying Party is prejudiced thereby; (b) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the indemnifying Party shall have control of the defense or settlement, provided, that in the event that any settlement materially and adversely affects the price or performance of Services in use by Customer and Granite is unable to provide to Customer, at no additional cost to Customer, alternative Services that meet Customer's reasonable business needs, Customer shall be permitted to terminate the affected Service without liability upon thirty (30) days' prior written notice to Granite; and (c) shall reasonably cooperate with the defense, at the indemnifying Party's expense.

7. Limitation of Liability; Warranties.

7.1 EXCLUSIONS.

(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, DELIVERY OF SERVICES, OR DELAY IN INSTALLATION OF SERVICES. THE LIMITATIONS OF LIABILITY SET FORTH IN THESE GENERAL TERMS OF SERVICE SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THESE GENERAL TERMS OF SERVICE.

(B) GRANITE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (I) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (II) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (III) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION OF SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (IV) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

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(C) GRANITE IS NOT RESPONSIBLE FOR ANY INFORMATION OR CONTENT TRANSMITTED OVER SERVICES. GRANITE DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED BY CUSTOMER OR ANY OF ITS END USERS, INVITEES, LICENSEES, CUSTOMERS, AGENTS, OR CONTRACTORS FROM, OR THAT IS TRANSMITTED OVER SERVICES.

7.2 LIMITATION OF LIABILITY. A PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE MONETARY REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE (SUBJECT TO SLAs FOR SPECIFIC SERVICES, IF ANY) OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICES OR OBLIGATIONS OF GRANITE UNDER THIS AGREEMENT SHALL BE AS SET FORTH BELOW:

(A) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR DAMAGE TO REAL PROPERTY OR TANGIBLE PROPERTY NEGLIGENTLY CAUSED BY A PARTY OR ARISING OUT OF A PARTY'S WILLFUL ACTS OR OMISSIONS, OR DAMAGES ARISING FROM ANY BREACH OF SECTION 13 (CONFIDENTIAL INFORMATION), THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES; AND

(B) FOR LOSSES, DAMAGES, AND CLAIMS ARISING OUT OF THE DELIVERY OF SERVICES AND/OR PRODUCTS INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES OR THE GRANITE EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT, IF ANY (PROVIDED, IN NO EVENT SHALL SUCH SERVICE CREDIT EXCEED THE AMOUNT OF CREDITS RECEIVED FROM PROVIDER(S)) AND ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED HEREIN OR THE APPLICABLE SERVICE LEVEL AGREEMENT; AND

(C) FOR DAMAGES OTHER THAN THOSE SET FORTH IN SECTIONS 7.2(A) AND 7.2(B) AND NOT OTHERWISE EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE LESSER OF (I) $1,000,000 OR (II) THE ACTUAL BILLINGS FOR SERVICES UNDER THIS AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT FOR THE SPECIFIC SERVICES GIVING RISE TO SUCH CLAIM FOR DAMAGES.

7.3 EXCEPTIONS TO LIMITATION. NOTHING SET FORTH IN THIS SECTION 7 SHALL LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL CHARGES PROPERLY DUE GRANITE OR GRANITE'S RESPONSIBILITY FOR ANY CREDITS (INCLUDING SERVICE CREDITS, IF ANY) OR REFUNDS OF OVERCHARGES BY GRANITE UNDER THIS AGREEMENT.

7.4 Warranties.

(a) Granite warrants that the Services will be performed in a professional manner pursuant to generally accepted industry standards and practices for similar Services.

(b)

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE GENERAL TERMS OF SERVICE, ANY ADDITIONAL TERMS OF SERVICE OR THE SLAs FOR A SERVICE, IF ANY, **GRANITE DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**; (II) ARISING BY USAGE OR TRADE PRACTICES, COURSE OF DEALING OR COURSE OF PERFORMANCE; (III) THAT THE SERVICES ARE ERROR FREE, UNINTERRUPTED OR SECURE FROM THIRD PARTY ATTACK; (IV) THAT SERVICES ARE FREE FROM DEFECTS, FIT TO BE SOLD, WILL PERFORM IN A PARTICULAR MANNER OR SPEED OR TO A PARTICULAR STANDARD OR ANY QUALITY OF SERVICE. **GRANITE MAKES NO OTHER, AND SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY OTHER, IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES**

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(c) Granite is not ultimately responsible for the quality and/or performance of Customer-owned or provided software or hardware, including without limitation, private branch exchange, interface equipment, and/or personal computer, nor for any modifications Customer makes to any equipment supplied through Granite. Granite is not responsible for failings in individual operating systems and custom configuration of operating systems, operating system components, software, hardware, and/or inside wiring. Granite agrees to use commercially reasonable efforts to provide an equitable solution to Customer. Any mention of non-Granite products or services by Granite and its employees or agents is for information purposes only and does not constitute an endorsement or recommendation by Granite. Granite disclaims any and all liabilities for any representation or warranty made by the vendors of such non-Granite Services.

7.5 Third Parties. No contract, subcontract, or other agreement entered into by either Party with any third party in connection with the Services (including any such agreement assigned by Customer to Granite) shall provide for any indemnity, guarantee, assumption of liability and/or other obligation of/by the other Party to this Agreement with respect to such arrangements, except as consented to in writing by the other Party. This Agreement does not expressly or implicitly provide any third party (including Authorized Users) with any remedy, claim, liability, reimbursement, cause of action and/or other right or privilege. Customer and Granite intend that this Agreement shall not create any right or cause of action in or on behalf of any person or entity other than Customer or Granite.

7.6 Other Matters. For purposes of all remedies and limitations of liability set forth in this Agreement: (a) "Granite" and references to it as a "Party" means Granite, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, Providers, and suppliers and (b) "Customer" and references to it as a "Party" means Customer, its Affiliates, and Authorized Users, and its and their respective employees, directors, officers, agents, and representatives.

8. Force Majeure. Neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to, an Act of God, fire, earthquake, flood, wind, water, the elements, geographic or climatic conditions, third party labor disputes, power failures, explosions, civil disturbances, riots, acts of terrorism, governmental actions or orders, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any cause beyond its reasonable control (a "Force Majeure"), provided, however, the foregoing shall not excuse a Party from its obligations to make payments when due under this Agreement. Nonperformance of Granite and/or its Provider(s) will be excused to the extent that performance is rendered impossible by a Force Majeure and shall suspend Granite's and/or its Provider(s)' obligations under this Agreement with respect to such Services until such Force Majeure ceases.

9. Governing Law; Jurisdiction; Arbitration.

9.1 Governing Law. This Agreement, and all claims and disputes arising hereunder or related hereto, will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to choice of laws, rules, or principles.

9.2 Jurisdiction; Waiver of Jury Trial. Attorneys Fees. To the limited extent permitted by Section 9.3 hereof, for actions brought outside of arbitration, the federal and state courts located in Boston, Massachusetts, and any courts authorized to hear appeals from such courts, shall be the only courts with jurisdiction and venue to hear disputes under the Agreement. Both Parties and their successors waive a trial by jury of any and all issues arising in any action or proceeding between the Parties hereto or their successors, under or connected with this Agreement, or any of its provisions. In connection with disputes arising hereunder, the prevailing Party in any such dispute shall have the right to recover from the other Party its reasonable attorneys' fees, costs, and expenses incurred with respect to such dispute, in addition to any other relief to which it may be entitled.

9.3 Arbitration.

(a) The Parties agree that, subject to an exclusion for any and all actions for collection of amounts due Granite under this Agreement, any dispute, controversy or claim in any way arising out of or relating to this Agreement or the breach hereof, will be resolved by arbitration using one (1) arbitrator and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect in Boston,

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Massachusetts. The Parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, that the laws set forth in Section 9.1 shall be the governing law and any arbitration award or judgment rendered by the arbitrator will be enforceable in any court set forth in Section 9.2. Any arbitration under this Agreement will be held in Boston, Massachusetts.

(b) Notwithstanding anything to the contrary set forth in Section 9.3(a), the Parties acknowledge and agree that any breach or threatened breach of this Agreement, including, without limitation, Section 13 is likely to cause the non-breaching Party irreparable harm for which money damages may not be an appropriate or sufficient remedy. Each Party therefore agrees that the other Party is entitled to receive injunctive relief or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any such breach or threatened breach, but is in addition to all other rights and remedies available at law or in equity.

10. Notice. Notices from a Party concerning this Agreement must be written and delivered to the other Party at the address shown below (i) in person, (ii) by certified mail, return receipt requested, or (iii) by traceable overnight delivery. Notice will be effective upon delivery to the address shown below:

If to Granite:	Granite Telecommunications, LLC 1 Heritage Drive Quincy, MA 02171 Attention: Legal Department
If to Customer:	To the mailing/billing address set forth on Service Order Documents or as otherwise specifically provided by Customer to Granite

Notwithstanding the foregoing, notices with respect to the day to day use of Services by Customer may be communicated via fax or email.

11. Independent Contractor; Work on Customer Premises.

11.1 Relationship of the Parties. Granite's relationship to Customer in performing this Agreement is that of an independent contractor. The personnel performing services under this Agreement shall at all times be under Granite's exclusive direction and control and shall be employees or subcontractors of Granite and not Customer. Granite shall pay all wages, salaries, benefits and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. Granite acknowledges and agrees that Granite is solely responsible to, and shall, collect, pay and withhold all federal, state or local employment taxes, including, but not limited to, income tax withholding, unemployment taxes and social security contributions for Granite's personnel, and that Customer shall have no obligation or liability with respect thereto. Any and all such taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Agreement will be paid or withheld by Granite or, if assessed against and paid by Customer, will be reimbursed by Granite upon demand by Customer.

11.2 Granite's Employees.

(a) Granite's employees, agents and subcontractors shall, whenever on Customer's premises, obey all reasonable instructions and security procedures and any other reasonable processes, policies, standards, procedures and directions issued by Customer.

(b) Granite shall require its employees to satisfy a commercially reasonable background investigation at the time of hiring, which may consist of any or all of the following: confirmation of identity and personal information, social security verification, verification of all education beyond high school, credit report, employment verification, and/or criminal record searches.

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12. Records and Audit Rights. Granite agrees to maintain accurate business records, books and account information relating to the Services purchased by Customer under this Agreement, including records relating to shipping, billing and payments, and to retain the same for a period of at least three (3) years from the date of the last invoice for the applicable Service or for such longer periods as required by applicable law.

13. Confidentiality and Proprietary Information.

13.1 Confidentiality. Any and all information concerning the businesses of either Party provided by disclosing Party to the other Party, specifically including but not limited to pricing and other terms of the relationship between the Parties, including the terms contained this Agreement, whether or not labeled as "confidential," "proprietary" or with words of similar effect, shall be considered confidential and proprietary by the other Party, and each Party hereby agrees that it will not permit the use or disclosure of any such information of the other Party, unless such use or disclosure is required by law or is authorized by such other Party. The restrictions on duplication and use of information in this Section shall not apply to any particular item of information that is (a) independently developed by the Party receiving such information without reference to such information; (b) is generally known to the public not through disclosure by the receiving Party; or (c) was received from a third party without any obligation or restriction on use or disclosure of such information. Notwithstanding anything to the contrary contained herein, the terms and conditions of any confidentiality agreement executed by the Parties prior to the Effective Date shall survive the Effective Date and shall remain in force and effect and are incorporated herein by reference.

13.2 Intellectual Property. Customer agrees that Granite owns and retains all right, title and interest in and to all of Granite's owned or licensed intellectual property; including but not limited to, any and all derivative or collateral thereof ("Granite IP") and acknowledges that Granite IP and the registration thereof are good, valid and enforceable in law and equity. Customer will not engage directly or indirectly in any activities which may contest, dispute or otherwise impair the right, title and interest of Granite in and to Granite IP. Granite shall own and retain all right, title and interest in and to all works, methods, processes, software, materials, and know-how developed by Granite pursuant to or in connection with the Agreement ("Deliverables"). Granite retains all right, title and interest in and to any and all of its software, software development tools, know how, methodologies, processes, technologies or algorithms used in providing the Services which are based upon trade secrets or confidential or proprietary information of Granite or otherwise owned or licensed by Granite, whether or not incorporated into any Deliverables. Except as otherwise provided for herein, upon expiration or termination of the Agreement for any reason, any licenses shall cease. Customer is expressly prohibited from improving or modifying any Granite IP. Any such improvements or modifications made to Granite IP by or on behalf of Customer shall be a "work made for hire" and Customer shall assign all proprietary rights thereto, including copyrights, patents and trade secrets, to Granite. Customer agrees to execute any documents reasonably requested by Granite to secure and protect the proprietary rights and ownership thereof by Granite. Except with the consent of Granite, Customer shall not use any Granite trademark(s) (whether registered or common law marks), including, but not limited to, in advertising or marketing and shall not register any trademark(s) that is substantially similar to a trademark owned by Granite. Granite shall own and retain all right, title, and interest in and to the web portal website and all Granite documentation associated therewith and with the Services. To the extent, if any, provided by Granite as part of the Services, Customer agrees (a) not to reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code of any Granite or other third party software or permit or authorize any third party to do so; and (b) that Granite provides, and Customer accepts, such software "as is" with no express or implied warranties, including merchantability, title, non-infringement or fitness for particular use. For purposes of this Section 13, "Granite" shall include Granite and its Affiliates.

14. Miscellaneous.

14.1 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, representations and understandings relating to the subject matter hereof.

14.2 Amendment. Except with respect to Granite tariffs, which are covered by notice requirements imposed by regulatory authorities and applicable law, unless notice of changes to these General Terms of Service, Additional Terms of Service or any other website terms and conditions are otherwise communicated to Customer (as set forth below), such changes will become effective and binding on Customer on the date such changes are posted on Granite's website. No changes made by Granite shall serve to constitute a default or termination by Granite of the

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Agreement, nor shall such changes serve to be a basis for Customer's termination of any Services or the Agreement. Notice of such changes may be furnished by (a) a message included with the invoice; (b) a postcard, letter or other mailing; (c) calling and speaking to Customer's representatives; (d) e-mail; and/or (e) posting the changes on Granite's website.

14.3 Severability. If any provision of this Agreement or part of said provision is determined to be invalid or unenforceable, this Agreement will be construed as if it did not contain such provision or part thereof.

14.4 Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement in any one (1) or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.

14.5 Assignment. Neither Party may assign this Agreement, in whole or in part, without the other Party's written consent (which will not be unreasonably withheld, delayed and/or conditioned), provided, however, that no such consent is required in connection with (a) a merger, reorganization or sale of all, or substantially all, of such Party's assets or equity securities or (b) either Party's assignment of this Agreement in its entirety to an affiliate, provided, in the case of Customer, Customer shall remain liable for obligations under this Agreement unless specifically agreed to by Granite. Any attempt to assign this Agreement other than as permitted above is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

14.6 Joint Product. This Agreement shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

14.7 English as a Language. Customer agrees to have this Agreement and all other contracts, invoices, correspondence and any and all other documents, agreements and writings in the English language. Le Client s'engage à avoir le compromis et tous autres contrats, les factures, toutes correspondances ainsi que tous autres documents ou accords écrits dans la langue anglaise. The Parties have specifically required that this Agreement and all related documents be drafted and executed in English.

14.8 Compliance with Laws. The Parties agree to comply in all material respects with the requirements of all laws, orders, writs, injunctions, regulations and decrees applicable to it or to its business or property. Customer acknowledges and agrees that certain voice services are subject to laws, rules and regulations which may require Customer action and the addition of certain features including but not limited to E911 dialing without a pre-fix, outbound notifications for E911 and dispatchable location registration. Customer acknowledges that it is fully responsible for compliance with end user laws, rules, and regulations applicable to such Services as may be amended from time to time.

14.9 Additional Terms and Conditions. The Parties acknowledge and agree that applicable tariff(s), the Additional Terms of Service, and the AUP are incorporated herein by reference and are binding on the Parties. The Parties also acknowledge and agree that, in addition to the terms and conditions set forth in this Agreement, in any instance where Granite provides Services using a Provider(s) or as an agent or broker of another provider/carrier, additional terms and conditions as set forth by such Provider(s) or other underlying provider(s)/carrier(s) may apply.

14.10 Survival. Notwithstanding anything to the contrary contained herein, any term or provision which by its nature extends beyond expiration or termination of the Agreement shall survive any such expiration or termination and remain in effect until fulfilled and shall apply to respective successors and assigns.

Dated and effective as of February 2025.

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Attachment A
Definitions

"Additional Terms of Service" means additional terms and conditions applicable to a specific service and/or product including as set forth at www.granitenet.com/Legal.

"Affiliate" means any entity directly or indirectly controlling, controlled by or under common control with a Party. For purposes of this definition, such control means the direct or indirect power to vote fifty percent (50%) or more of the securities or comparable interests for the election of directors or other managing persons of the controlled entity.

"Agreement" means these General Terms of Service, any Additional Terms of Service, Service Order Documents, and/or other written document(s) approved by Granite, including any incorporated attachments, appendices, schedules, and/or exhibits, provided to or executed by Customer, and any applicable tariffs, if any.

"AUP" means Granite's Public Privacy Policy and related acceptable use policies as set forth at www.granitenet.com/Legal.

"Authorized User" means (a) Customer or (b) any Affiliate of Customer that uses Services offered under the Agreement and provided that Customer agrees to remain financially responsible for such Affiliate's payment obligations for such Services.

"Business Day" means Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as celebrated in the United States.

"Core Network" means Granite's core network and associated equipment utilized to provide and deliver On-Net Services, whether owned, leased or otherwise obtained by Granite, between the points where traffic enters the core network equipment and the point where it leaves Granite's core network equipment.

"CPE" means customer premises equipment.

"CSR" means customer service record.

"Damages" means, collectively, all injury, claims, damage, liability, loss, penalty, reasonable attorneys' fees and costs, interest and expense incurred by a Party.

"Demarcation Point" means the network interface point where Granite and/or its Provider(s) hands off a Service to Customer, and which delineates where responsibility for the Parties' respective networks, equipment and/or maintenance obligations begin and end.

"Early Termination Fee" means an amount charged to Customer by Granite if Customer terminates any specific Service prior to the end of such Services' initial minimum Service Term or any renewal Service Term selected by Customer. The Parties agree that the Early Termination Fee is not a penalty but is liquidated damages.

"Effective Date" means the date on which Customer (a) submits a service order for Service; (b) executes a Service Order Document or other written document accepted by Granite; and/or (c) begins receiving Services without Service Order Documents.

"General Terms of Service" means these General Terms and Conditions of Service applicable to all Services as set forth at www.granitenet.com/Legal.

"Internet-Based Services" means all Services which utilize the Internet, including, without limitation, VoIP Services (including Hosted PBX Services, SIP Trunking Services and SIP PRI Services), MPLS Services, and/or Analog Replacement Services.

"MRC" means monthly recurring charge.

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"Off-Net Services" means any services and/or products provided by a third party, including Providers.

"On-Net Services" means the owned or leased facilities controlled by Granite, including the Core Network.

"Party" means Customer or Granite.

"Parties" means together, Customer and Granite.

"Provider" means one of Granite's underlying carriers, providers and/or vendors that provide Services which Granite provides to Customer.

"Provider Equipment" means telecommunications and data devices, apparatus and associated equipment owned, leased, or otherwise obtained by Granite and/or its Provider(s) to provide Services.

"Rates and Charges" means the rates, charges, and/or fees for a Service, as modified from time to time as permitted under or required by the Agreement.

"Rebill Service(s)" (a.k.a., "Rebill" or "rebill") means where Granite does not provide the underlying service itself to the Granite Customer (e.g., on Granite's wholesale or resale platforms), but instead Granite provides a billing-agent like service to the Granite Customer by adding the Customer's other provider(s) services charges (from the Customer's other provider's invoice) to the Customer's Granite invoice for Customer's convenience, for a fee, and Customer then pays Granite for those "rebilled" services and Granite, in turn, remits payment to the appropriate provider(s) on Customer's behalf. In cases where Granite provides Rebill Services to a Customer, Granite is not the carrier of record for the services (the other provider(s) remains so), accordingly, the Customer continues to be ultimately responsible to its other respective provider(s) vis-à-vis the services (including for paying the providers for the services) and must continue to interact directly with its other provider(s) to manage the services, e.g., to make service changes and to terminate the services. As such, Granite explicitly disclaims any responsibility for the services other than to fulfill Granite's limited rebill function where Granite remits payments, received by Granite from the Customer, to the appropriate other provider(s). Further, to successfully effectuate Rebill Services, Customer must agree to complete and provide to Granite necessary documentation if/as required, e.g., short Granite forms and other provider(s) forms.

"Services" means any and all products and services offered by Granite, including, without limitation, local exchange telecommunications services, long distance service, broadband services, MPLS and/or private networking services, dedicated internet services, installation, network integration services and inside wiring services, equipment and related licenses, and/or any other services and/or products that are provided by Granite to Customer.

"Service Order Document" means any quotes, service order forms, and commercial account form(s) and letter(s) of agency/agreements relating to specific Services.

"Service Start Date" means the date that a specific Service(s) is made available (e.g., the date a circuit is delivered to a location), unless Customer within five (5) days notifies Granite of any service affecting deficiency in the specific Services. If no notification is received or if Customer fails to perform testing, Customer shall be deemed to have accepted the Service(s). In the event Customer notifies Granite of a service-affecting deficiency, Granite shall investigate and correct such deficiency within a reasonable time period. Granite shall begin billing for monthly recurring charges on the later of (i) on the date the Service is made available; or (ii) in the event of a valid, service-affecting deficiency, the day immediately following the date on which such deficiency was resolved.

"Service Term" means specific term of an individual circuit or service included as part of the Service.

"SLA" means service level agreement as set forth at www.granitenet.com/Legal.

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Attachment B
Internet-Based Services – Additional Terms and Conditions of Service

These Internet-Based Services Additional Terms and Conditions of Service (these "Internet Terms of Service") state important requirements regarding the use of Internet-Based Services, provided by Granite and/or its affiliates through the Core Network and Granite's contracts with its Provider(s), by Customer and any of its end users, invitees, licensees, customers, agents or contractors. These Internet Terms of Service state certain of Customer's and Granite's duties, obligations and rights. Customer should read them carefully as they contain important information. IF CUSTOMER DOES NOT AGREE TO THESE INTERNET TERMS OF SERVICE, CUSTOMER MAY NOT USE INTERNET-BASED SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH INTERNET-BASED SERVICES IMMEDIATELY. These Internet Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all Internet-Based Services:

1. Disclaimers. Customer acknowledges and agrees that certain voice services are subject to certain laws, rules and regulations which may require Customer action and the addition of certain features including but not limited to E911 dialing without a pre-fix, outbound notifications for E911 and dispatchable location registration. Customer acknowledges that it is fully responsible for compliance with end user laws, rules and regulations applicable to such voice services as may be amended from time to time. Customer acknowledges and agrees that certain Internet-Based Services, including, without limitation, VoIP Services, ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services, including VoIP Services: (a) such Internet Based Services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such Internet Based Services only support Granite's local, intralata toll, interstate long distance and International voice services; (c) such Internet-Based Services DO NOT support auto dialers, predictive dialers, telemarketing applications, modems, credit card process, heavy faxing or alarm lines and elevator lines (only POTS lines, or POTS replacement services with these specific functionalities, such as EPIK, should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing provider(s) but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

2. 911 Services.

2.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE, INCLUDING VoIP SERVICES, ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

2.2 CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES, INCLUDING, WITHOUT LIMITATION, VoIP SERVICES, MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (I) POWER FAILURES; (II) SUSPENDED OR TERMINATED SERVICE; (III) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (IV) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE

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"REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

2.3 CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE AND PROVIDE PRIOR WRITTEN NOTICE TO GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

2.4 CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER GRANITE, ITS PROVIDERS, NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT CUSTOMER IS INDEMNIFYING AND HOLDING HARMLESS GRANITE FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY GRANITE FROM ANY CLAIM OR ACTION, ARISING OUT OF OR RELATING TO, MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND/OR ANY OTHER THEORIES OF LIABILITY.

3. Alarm Systems. TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE'S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER'S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.

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Administrative Report

H.6., **File #** 26-0277 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: ELEANOR MANZANO, CITY CLERK

TITLE

EXCUSED ABSENCES FROM VARIOUS COMMISSION AND COMMITTEE MEETINGS

EXECUTIVE SUMMARY

Commissioner/Member	Board/Commission/Committee	Meeting Date
Natalie Hwang	Youth	November 6, 2025
Kaia Weiss	Youth	November 6, 2025
Orhan Taner	Cultural Arts	November 19, 2025
Michelle Gold	Cultural Arts	November 19, 2025
Juan Melendez	Cultural Arts	November 19, 2025
Roger Light	Planning	November 20, 2025
Olivia Reeds	Youth	December 4, 2025
Christopher McCauley	Public Amenities	December 10, 2025
Jeffrey Rowe	Public Amenities	December 10, 2025
Kylie Cho	Youth	January 7, 2026
Jeffrey Rowe	Public Amenities	January 14, 2026
Edward Caldwell	Public Amenities	January 14, 2026
Desiree Galassi	Public Amenities	February 11, 2026
Candace Nafissi	Public Works & Sustainability	February 23, 2026

On November 5, 2025, the City Clerk received notification from Commissioner Weiss, requesting an excused absence for the November 6, 2025, Youth Commission meeting for personal reasons.

On November 6, 2025, the City Clerk received notification from Commissioner Hwang, requesting an excused absence for the November 6, 2025, Youth Commission meeting for personal reasons.

On November 2, 2025, the City Clerk received notification from Commissioner Gold, requesting an excused absence for the November 19, 2025, Cultural Arts Commission meeting for personal reasons.

On November 18, 2025, the City Clerk received notification from Commissioner Taner, requesting an excused absence for the November 19, 2025, Cultural Arts Commission meeting for personal

reasons.

On November 25, 2025, the City Clerk received notification from Commissioner Melendez, requesting an excused absence for the November 19, 2025, Cultural Arts Commission meeting for personal reasons.

On November 3, 2025, the City Clerk received notification from Commissioner Light, requesting an excused absence for the November 20, 2025, Planning Commission meeting for personal reasons.

On December 1, 2025, the City Clerk received notification from Commissioner Reeds, requesting an excused absence for the December 4, 2025, Youth Commission meeting for personal reasons.

On December 10, 2025, the City Clerk received notification from Commissioner McCauley, requesting an excused absence for the December 10, 2025, Public Amenities Commission meeting for personal reasons.

On December 4, 2025, the City Clerk received notification from Commissioner Rowe, requesting an excused absence for the December 10, 2025 and January 14, 2026, Public Amenities Commission meeting for personal reasons.

On January 6, 2025, the City Clerk received notification from Commissioner Cho, requesting an excused absence for the January 7, 2026, Youth Commission meeting for personal reasons.

On January 14, 2026, the City Clerk received notification from Commissioner Caldwell, requesting an excused absence for the January 14, 2026, Public Amenities Commission meeting for personal reasons.

On January 29, 2026, the City Clerk received notification from Commissioner Galassi, requesting an excused absence for the February 11, 2026, Public Amenities Commission meeting for personal reasons.

On February 23, 2026, the City Clerk received notification from Commissioner Nafissi, requesting an excused absence for the February 23, 2026, Public Works Commission meeting for personal reasons.

BACKGROUND

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

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

APPROVED BY:
Eleanor Manzano, City Clerk

FISCAL IMPACT
None

Administrative Report

H.7., **File #** 26-0101 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE AN AGREEMENT FOR TRAFFIC ENGINEERING SERVICES WITH CHEN RYAN ASSOCIATES, INC. IN THE AMOUNT OF $225,772 FOR DESIGN OF THE TRAFFIC SIGNAL COMMUNICATION AND NETWORK SYSTEM - INGLEWOOD AVENUE PROJECT

EXECUTIVE SUMMARY

The Traffic Signal Communication and Network System - Phase 1 Project (Project) includes three separate segments to update traffic signal infrastructure. The first two segments, Grant Avenue and Manhattan Beach Blvd are completed. The final segment, Inglewood Avenue aims to update the operation of the City's traffic signal infrastructure to accommodate both current and future needs.

In September 2025, the City issued a Request for Proposals (RFP) to select a firm to perform traffic engineering services for the Project. Chen Ryan Associates, Inc. (CRA) provided the proposal with the best combination of experience and expertise. CRA is a known consultant to the City and has performed well on prior traffic-related projects. Their work on this Project includes the preparation of bid ready construction documents for improvements at the intersections of Inglewood and Ralston Road and Inglewood and 182nd Street.

BACKGROUND

The primary goal of the Traffic Signal Communications and Network System - Inglewood Avenue Project is to update the traffic signal infrastructure at the intersections of Inglewood Avenue/182nd Street and Inglewood Avenue/Ralston Lane. The proposed improvements include replacing signal poles, signal infrastructure, and curb ramps, updating signal timing, implementing a video detection system, adding wireless capabilities for TMC integration, and incorporating adaptive signal coordination.

An RFP was issued on September 26, 2025 to solicit proposals from qualified firms for traffic engineering services. The submitted proposals were individually and collectively evaluated by City staff. CRA was deemed to possess the most appropriate expertise and labor bandwidth for the Project. City staff and CRA engaged in discussions to determine the optimal approach to enhance the Project intersections.

CRA will prepare construction documents to upgrade traffic signal infrastructure at the two intersections along Inglewood Avenue. They will also assess and resolve issues with curb ramps, sidewalks, signage, and striping. Effectiveness of the current traffic signal timing will also be

evaluated and modified as necessary.

The total not-to-exceed amount of the proposed Agreement is $225,771.60 for the term March 9, 2026 through December 17, 2027. The construction documents are anticipated to be completed in early 2027. Upon completion, staff will return to City Council for plan approval and authorization to advertise for competitive bidding.

COORDINATION

The scope of work identified in the Agreement has been coordinated with the Public Works Department, and the Agreement has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

Funding for the Project is available through the Regional Measure M program and is included in the adopted FY 2025-26 CIP budget. The total not-to-exceed amount of the Agreement is $225,771.60.

Funding		Expenditures	
Traffic Signal Communication and Network System – Phase 1 #41280	$225,771.60	CRA Agreement	$225,771.60
Total	**$225,771.60**	**Total**	**$225,771.60**

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Chen Ryan Associates, Inc.
- Insurance - Chen Ryan Associates, Inc.
- Project Map - Traffic Signal Communication and Network System Inglewood Avenue

AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CHEN RYAN ASSOCIATES, INC.

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Chen Ryan Associates, Inc., a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."

2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

5. Agreement to Comply with California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.

2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.

6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.

10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

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

14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action,

proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

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

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.

a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar

week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

b. Labor Law Requirements. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html.

18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any

or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

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

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.

27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 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. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

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

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

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 3rd day of March, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

CHEN RYAN ASSOCIATES, INC.,
a California corporation

Signed by:
Aryo Rad
CDEE18597531405...

By: _____
Name: Aryo Rad
Title: Principal
2/18/2026 | 9:10 AM PST

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. **CONSULTANT'S DUTIES**

Consultant shall perform the following tasks for the Traffic Signal Communication and Network System - Inglewood Avenue, Job No. 41490 ("Project") as set forth herein.

A. **Preliminary Engineering**

The intersections set forth below shall be collectively defined as the "Site".

- Inglewood Avenue and 182nd Street
- Inglewood Avenue and Ralston Lane

1. Task 1 – Project Management and Meetings

   Consultant shall:

   a. Provide Project management for the Project's duration, including attending kickoff and PDT meetings, coordinating with subconsultants and stakeholders, preparing meeting agendas and minutes, and submitting monthly progress reports, which shall include an updated schedule and list of completed tasks.
   b. Prepare a target schedule in Gantt chart format outlining primary tasks, review periods, and processing timelines.
      i. Update the Project schedule showing the actual progress compared to the target and submit to the City on a monthly basis.
      ii. Attend review meetings with City staff at 30%, 60%, 90%, and 100% submittals.

2. Task 2 – Records Research and Preliminary Field Review

   Consultant shall:

   a. Request and review as-built drawings, previous signal plans, utility records, and any communication network information. Information collected will be summarized in a document tracking list and will be readily available to view by the City.
   b. Conduct a comprehensive field review of the Site to review existing conditions against as-builts and inventory existing infrastructure, including equipment.
      i. Open pull boxes and signal controller cabinets to document existing conditions such as conduit configurations, condition of conductors, and communication pathways.
      ii. Inventory and record the make, model, and type of existing communication equipment, wireless radios, IT components, and signal controllers.
      iii. Redline as-builts to identify existing conduit routes, infrastructure conditions, and cabling details.

iv. Prepare a comprehensive Microsoft Excel inventory log summarizing each piece of equipment and communication link.

c. Coordinate with the City to discuss preferred manufacturers and equipment standards for fiber-optic, wireless radio, and/or edge-connect systems.

3. Task 3 – Topographic and Right-of-way Survey

Consultant shall:

a. Provide a comprehensive field survey at a scale of 1" = 40' within the Project limits.
   i. Include survey record collection, establishment of horizontal and vertical controls, and right-of-way mapping.
   ii. Provide field survey shots consisting of back of walk, top of curb, flow line, edge of pavement, crown lines, and grade breaks at locations of curb ramp reconstruction.

b. Survey existing features such as utility covers, pavement limits, private property improvements, curb ramps, driveways, curbs and gutters, sidewalks, street lights and poles, fire hydrants, utility cabinets, traffic signs, and striping to the extent readily accessible and within the Project limits, and incorporate such features into the base maps.

c. Depict existing right-of-way limits on the survey and base maps based on readily available records.

d. Ensure the surveying is performed by a California Licensed Land Surveyor.

4. Task 4 – Prepare 30% Construction Plans, Rough Order Cost Estimate, and Design Summary Memo

Consultant shall:

a. Develop 30% conceptual plans sufficient to support preliminary utility conflict review of the proposed layout for traffic signal poles, and curb extensions.
   i. Depict existing utilities, pull boxes, and signal equipment on the plans.
   ii. Ensure the concept plans establish the general layout, geometric limits, and preliminary dimensions of the curb extensions to support early coordination and design confirmation.
   iii. Conduct a preliminary design review workshop with City staff to review existing conditions and confirm the preferred layout for curb extensions, curb ramps, and signal pole locations prior to submittal of the 30% plans.

b. Prepare a preliminary rough order magnitude cost estimate to evaluate how the proposed design aligns with the available construction budget.

c. Prepare a Design Summary Memo detailing the key design decisions and direction established through coordination with City staff.
   i. Document the City's feedback on the 30% preliminary plans.
   ii. Incorporate findings from the utility review.
   iii. Reflect cost considerations from the rough order of magnitude estimate.

5. Task 5 – Synchro Model Development and Analysis
   Consultant shall:
   a. Collect turning movement counts during weekday AM (7 am to 9 am) and PM (4 pm to 6 pm) peak hours to capture a traffic volume study. Counts will encompass vehicles, pedestrians, and bicycles to provide a multimodal assessment of intersection activity.
   b. Collect a weekday and weekend Average Daily Traffic (ADT) data to refine the selection of peak-hour periods used in the timing analysis. Summarize the count data in both PDF and Microsoft Excel formats.
   c. Collect video recordings of each intersection to observe and document existing operational characteristics such as travel patterns, queueing, cycle length utilization, and driver behavior. Use the information to calibrate realistic traffic simulation models that accurately reflect existing conditions.
   d. Use the data collected to develop and calibrate Synchro models for two analysis scenarios: AM and PM peak periods. Utilize the models to evaluate current signal phasing, cycle lengths, splits, and offsets.
   e. Prepare timing optimization recommendations to enhance coordination efficiency, improve progression, and verify compliance with pedestrian clearance time requirements under the California MUTCD and ADA standards.
   f. Summarize findings and recommendations in a Signal Timing Evaluation Memorandum.
   g. Incorporate the City's feedback to finalize the proposed timing plans and simulation models. Submit final Synchro and SimTraffic files for both existing and proposed conditions to the City as part of the final documentation package.

B. **Construction Documents (60%, 90%, 100%, and Final)**

1. Task 6 – Utility Coordination
   Consultant shall:
   a. With record drawings and utility data gathered in Task 2 such as GIS mapping, as-built plans, right-of-way data, future improvement plans adjacent to or affecting the Site, prepare a utility agency tracking list identifying substructure and utility owner-operators, including contact information.
   b. Assist the City with utility notification letters which will outline the scope of work required by the utility agency consisting of the following: Utility Information Requests, Prepare to Relocate Notice/Final Utility Notice Forms, and Notices to Relocate.
   c. Coordinate with SCE for the point of connection for new signal service meters.
   d. Prepare and submit the SCE application to request new traffic signal service points and provide exhibits showing the new proposed meter locations and layout.
   e. Utility agency fees shall be paid for by the City.

2. Task 7 – Construction Plans, Specifications, and Estimates
   Consultant shall:
   a. Develop Plans, Specifications, and Estimates (PS&E) for the 60%, 90%, 100%, and Final.
   b. Prepare the PS&E based on standards and specifications from the City, Caltrans, California MUTCD, and Public Works Construction.
   c. PS&E shall consist of the following at each submittal:
   i. Title Sheet/Vicinity Map (1 sheet)
   ii. General Notes (1 sheet)
   iii. Construction Details (3 sheets)
   iv. Traffic Signal Modifications, 1" = 20' scale (2 sheets)
   v. Signing and Marking Plans, 1" = 40' scale (2 sheets)
   vi. Intersection Demolition Plans, 1" = 10' scale (2 sheets)
   vii. Intersection Improvement Plans, 1" = 10' scale (4 sheets)
   viii. Opinion of Probable Construction Costs
   ix. Technical Specifications
   x. Construction Implementation Schedule
   xi. Comment Response Matrices (at 90%, 100%, and Final submittal)
   xii. AutoCAD files (at Final submittal)
   d. Plans shall be prepared using AutoCAD 2024 software and submitted in 24" x 36" PDF format.

3. Task 8 – Opinion of Probable Construction Cost (OPCC)
   Consultant shall:
   a. Prepare an OPCC based on quantities where unit prices will be derived from readily available current bid information based on similar projects within the area.
   b. Present OPCC to show the bid items, unit prices, contingencies, and overall costs in Microsoft Excel and PDF format.

4. Task 9 – Technical Specifications
   Consultant shall:
   a. Prepare technical specifications based on the boilerplate supplied by the City.
   b. Show references for the technical provisions to the City's Standards, Standard Specifications for Public Works Construction (Greenbook), Caltrans, or other applicable standards, using the latest adopted versions in effect at the time the specifications are prepared.
   c. In the event of conflict between the standards or specifications, City's Standards shall govern, followed by the Standard Specifications for Public Works Constructions (Greenbook), Caltrans Plans and Specifications, unless otherwise directed by the City Engineer or designee.

5. Task 10 - Construction Implementation Schedule
   Consultant shall:

a. Prepare a construction implementation schedule to estimate the number of working days required for the contractor to complete all major Project activities.
b. Ensure the schedule outlines the logical sequence and duration of each construction phase from mobilization to final acceptance.
    i. Identify the major work categories, such as mobilization and pre-construction activities, temporary traffic control and demolition, civil and ADA construction, underground electrical installation, signal pole and foundation construction, cabinet and detection installation, system testing, and final striping and demobilization.
    ii. Include field installation time, procurement lead times for key equipment and materials, and dependencies that affect overall Project duration in the schedule.

6. Task 11 – Signal Timing Sheets

Consultant shall:

a. Update the existing City timing sheets with markups reflecting the new coordination parameters developed from the Synchro modeling and optimization work performed under Task 5. Depict both existing and proposed timing parameters, including phase sequences, cycle lengths, splits, offsets, and any time-of-day schedule changes in the markups.
b. Prepare a “field ready” draft of the timing sheets for use during construction.
c. Perform fine-tuning adjustments to confirm the operational performance of each Project intersection and optimize coordination along Inglewood Avenue.
d. Prepare Final signal timing sheets that reflect adjustments made during field review.

7. Task 12 - Potholing

Consultant shall:

a. Provide subsurface utility exploration services consisting of up to four (4) potholes, including temporary traffic control to safely perform the work.
    i. Each pothole will consist of an “X-shaped” exploratory trench measuring approximately 6 feet by 6 feet.
    ii. Upon completion of exploration, all potholes will be properly backfilled and restored with asphalt or concrete to match existing surface conditions.
b. Conduct potholing at the 60% design stage to verify that the proposed traffic signal pole and foundation locations are clear of existing underground utilities prior to final plan completion.
c. Obtain USA (Underground Service Alert) mark-outs and identify underground utility facilities, including pipes and conduits, based on field markings and subsurface observations.
d. Submit a pothole report documenting findings, including photographs and annotated exhibits, for City’s review.

C. **Support Services During Bidding, Award, and Construction**

1. Task 13 – Bid Support
   Consultant shall:
   a. Assist the City in preparing the bid documentation package required for advertisement of the Project construction, including incorporation of Project-specific information, final plans, specifications, special provisions, signal timing sheets, and detailed bid item tables into the City's standard contract boilerplate.
   b. Provide continued support by attending the pre-bid meeting, responding in writing to Requests for Information (RFIs) and clarifications from prospective contractors, and assisting the City in preparing and issuing addenda as needed to address questions or minor revisions.
   c. Review contractor bids for completeness and compliance with the City's bidding requirements and identify any irregularities, omissions, or non-conforming items for City review.
   d. Prepare a bid comparison worksheet summarizing quantities, unit prices, and total bid amounts.

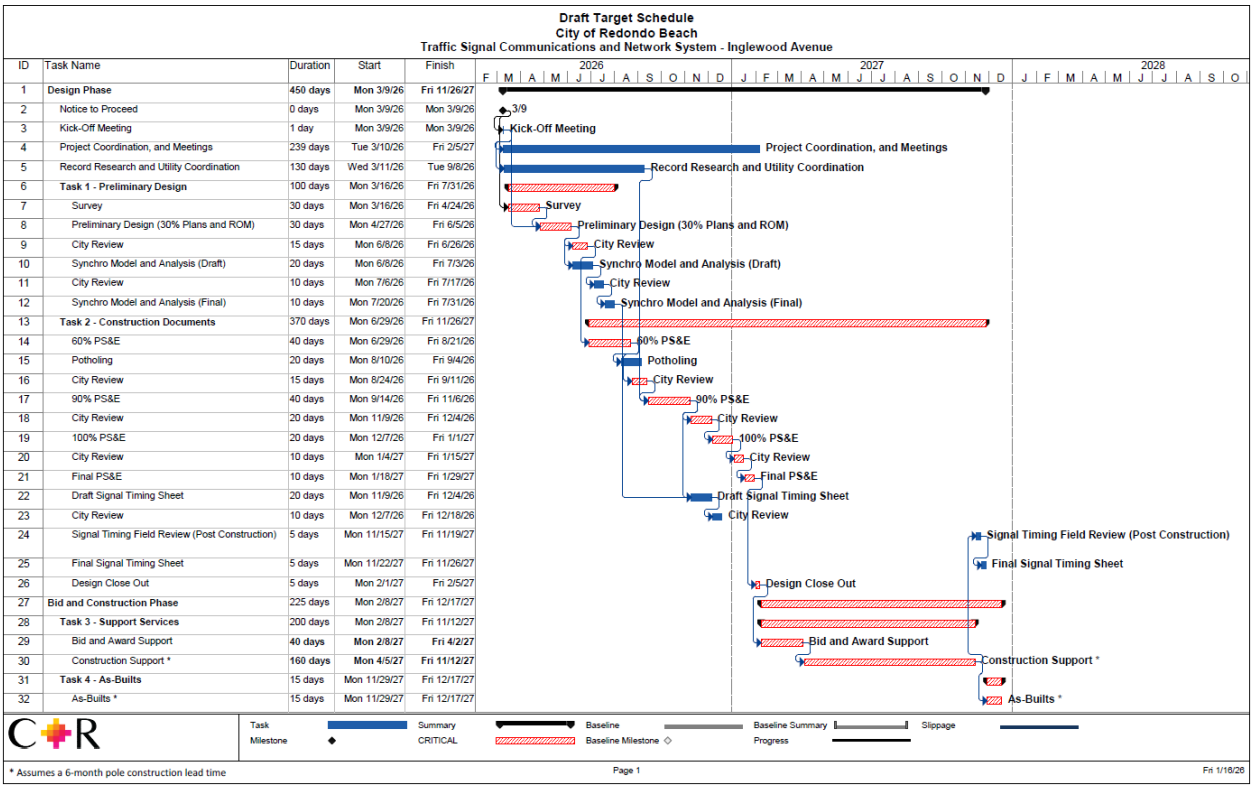
2. Task 14 – Design Support During Construction
   Consultant shall assist the City during the construction phase by responding to the Contractor's RFIs, preparing addenda, reviewing submittals and change orders, and providing clarifications.

3. Task 15 – As-builts
   Upon construction completion, Consultant shall record final improvements into an as-built plan set utilizing information provided by the City.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. The term of this Agreement shall commence on March 9, 2026 and continue through December 17, 2027 ("Term"), unless otherwise terminated as herein provided. This Agreement may be extended for one additional year subject to the same terms and conditions contained herein. However, no extension shall be effective unless the City Engineer provides a written letter authorizing the extension at least 15 days prior to the expiration of the current term. Consultant shall complete all duties in accordance with the following schedule, which may be modified by the City in its sole discretion, and no amendment shall be required for changes to this schedule.



ID	Task Name	Duration	Start	Finish
1	**Design Phase**	**450 days**	**Mon 3/9/26**	**Fri 11/26/27**
2	Notice to Proceed	0 days	Mon 3/9/26	Mon 3/9/26
3	Kick-Off Meeting	1 day	Mon 3/9/26	Mon 3/9/26
4	Project Coordination, and Meetings	239 days	Tue 3/10/26	Fri 2/5/27
5	Record Research and Utility Coordination	130 days	Wed 3/11/26	Tue 9/8/26
6	**Task 1 - Preliminary Design**	100 days	Mon 3/16/26	Fri 7/31/26
7	Survey	30 days	Mon 3/16/26	Fri 4/24/26
8	Preliminary Design (30% Plans and ROM)	30 days	Mon 4/27/26	Fri 6/5/26
9	City Review	15 days	Mon 6/8/26	Fri 6/26/26
10	Synchro Model and Analysis (Draft)	20 days	Mon 6/8/26	Fri 7/3/26
11	City Review	10 days	Mon 7/6/26	Fri 7/17/26
12	Synchro Model and Analysis (Final)	10 days	Mon 7/20/26	Fri 7/31/26
13	**Task 2 - Construction Documents**	370 days	Mon 6/29/26	Fri 11/26/27
14	60% PS&E	40 days	Mon 6/29/26	Fri 8/21/26
15	Potholing	20 days	Mon 8/10/26	Fri 9/4/26
16	City Review	15 days	Mon 8/24/26	Fri 9/11/26
17	90% PS&E	40 days	Mon 9/14/26	Fri 11/6/26
18	City Review	20 days	Mon 11/9/26	Fri 12/4/26
19	100% PS&E	20 days	Mon 12/7/26	Fri 1/1/27
20	City Review	10 days	Mon 1/4/27	Fri 1/15/27
21	Final PS&E	10 days	Mon 1/18/27	Fri 1/29/27
22	Draft Signal Timing Sheet	20 days	Mon 11/9/26	Fri 12/4/26
23	City Review	10 days	Mon 12/7/26	Fri 12/18/26
24	Signal Timing Field Review (Post Construction)	5 days	Mon 11/15/27	Fri 11/19/27
25	Final Signal Timing Sheet	5 days	Mon 11/22/27	Fri 11/26/27
26	Design Close Out	5 days	Mon 2/1/27	Fri 2/5/27
27	**Bid and Construction Phase**	225 days	Mon 2/8/27	Fri 12/17/27
28	**Task 3 - Support Services**	200 days	Mon 2/8/27	Fri 11/12/27
29	Bid and Award Support	**40 days**	**Mon 2/8/27**	**Fri 4/2/27**
30	Construction Support *	**160 days**	**Mon 4/5/27**	**Fri 11/12/27**
31	**Task 4 - As-Builts**	15 days	Mon 11/29/27	Fri 12/17/27
32	As-Builts *	15 days	Mon 11/29/27	Fri 12/17/27

EXHIBIT "C"

COMPENSATION

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

A. **AMOUNT.** Consultant shall be paid in accordance with the following hourly rates.

STAFF	HOURLY RATE/LUMP SUM
Principal	$340
Project Manager	$240
Senior Professional Engineer III/QC/QA	$310
Professional Engineer III	$240
Professional Engineer I	$205
Analyst III	$170
Analyst II	$155
Analyst I	$140
Administrative Support	$165
*Subcontractor	Lump sum cost as provided by Consultant.

*Consultant shall submit detailed subcontractor estimates for City review and written approval prior to incurring any subcontractor costs. All approved subcontractor costs shall be charged to the applicable task and shall count toward the task and total not to exceed amounts.

B. **NOT TO EXCEED AMOUNT**. In no event shall Consultant's compensation under this Agreement exceed $225,771.60. Attachment 1 sets forth the maximum compensation allocated to each task identified in Exhibit "A". Consultant shall manage its services so as not to exceed the compensation allocated to any task without City's prior written approval. Any reallocation of compensation between tasks shall require the City's prior written approval and shall not increase the total not to exceed amount.

Consultant's compensation set forth herein is fully burdened and includes all costs, expenses, overhead, and profit. Consultant shall not be entitled to any additional reimbursement, including without limitation, costs for travel, mileage, reproduction, telephone, postal, delivery, reference materials, or incidental expenses.

C. **METHOD OF PAYMENT**. Consultant shall submit monthly invoices to the City for approval and payment. Invoices shall provide the following:

1. A description of work performed;

2. Applicable task number(s) under Exhibit “A”;
3. The staff title;
4. The hourly rate and corresponding number of hours worked;
5. The cost of the subcontractors, if applicable; and
6. If work is completed by a subcontractor, provide the percentage of work completed and a prorated fee for any partial work completed.

Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to the City. Consultant shall provide any other back-up material upon request.

D. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of the City’s receipt and approval of the monthly invoice; provided, however, that those services are completed to the City’s reasonable satisfaction and there is no dispute over the amount.

E. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

Consultant: Chen Ryan Associates
800 Wilshire Boulevard, Suite 620
Los Angeles, CA 90017
Attention: Aryo Rad, Principal

City: City of Redondo Beach
Public Works Department, Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Lauren Sablan, City Engineer

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

ATTACHMENT 1

RATE SCHEDULE

		CR Associates											Subconsultant			
	Classifciation	Principal	Project Manager	Senior Professional III/ QC/QA	Professional III	Professional I	Analyst III	Analyst II	Analyst I	Admin Support	CRA Hours Per Task	CRA Cost Per Task	CH&A	BTL (Direct Expense)	[Sub] Cost Per Task	Total Costs
	Hourly Rates	$340.00	$240.00	$310.00	$240.00	$205.00	$170.00	$155.00	$140.00	$165.00			Survey	Potholing		
Task	Task Description															
1	**Preliminary Design**										203	$ 38,740.00				$ 58,740.00
1.1	Project Management	6	12				6			8	32	$ 7,260.00			$ -	$ 7,260.00
1.2	Meetings	2	10		4	4					20	$ 4,860.00			$ -	$ 4,860.00
1.3	Records Research & Preliminary Field Review		1			2	12		12		27	$ 4,370.00			$ -	$ 4,370.00
1.4	Topographic and R/W Survey		1			10					11	$ 2,290.00	$ 20,000.00		$ 20,000.00	$ 22,290.00
1.5	Construction Plans (30%, 4 Sheets), Rough Order Magnitude Cost Estimate, Design Summary Memo		4	1	8	22		55			90	$ 16,225.00			$ -	$ 16,225.00
1.6	Synchro Model Development and Analysis										0	$ -			$ -	$ -
	Turning Movement Count Review					1		2			3	$ 515.00			$ -	$ 515.00
	Synchro Existing Conditions and Proposed (2 scenarios)		1		2		4		13		20	$ 3,220.00			$ -	$ 3,220.00
2	**Construction Documents (60%, 90%, 100%, Final)**										696	$ 130,310.00				$ 149,401.60
2.1	Utility Coordination		4			8		55			67	$ 11,125.00			$ -	$ 11,125.00
2.2	Construction Plans, Specifications, and Estimates										0	$ -			$ -	$ -
2.2.1	Construction Plans										0	$ -			$ -	$ -
	Title Sheet (1 Sheet)		1		1	2		4			8	$ 1,510.00			$ -	$ 1,510.00
	Traffic Signal Modification Plans (3 Sheets)		8	4	12	40		120			184	$ 32,840.00			$ -	$ 32,840.00
	Signing & Marking Plans (2 Sheets)		2	3	4	12		24			45	$ 8,550.00			$ -	$ 8,550.00
	Intersection Demolition Plans (2 Sheets)		1	2	8	35		20			66	$ 13,055.00			$ -	$ 13,055.00
	Intersection Improvement Plans (4 Sheets)		8	4	12	66		70			160	$ 30,420.00			$ -	$ 30,420.00
2.2.2	Opinion of Probable Construction Costs		2		6	8		30			46	$ 8,210.00			$ -	$ 8,210.00
2.2.3	Technical Specifications		10	2	12	16					40	$ 9,180.00			$ -	$ 9,180.00
2.2.4	Construction Implementation Schedule		2		6	4					12	$ 2,740.00			$ -	$ 2,740.00
2.3	Signal Timing Sheets & Fine Tuning		4	1		20			28		53	$ 9,290.00			$ -	$ 9,290.00
2.4	Potholing (4 Potholes, Exhibits, Coordination)		1	2	2	10					15	$ 3,390.00		$ 19,091.60	$ 19,091.60	$ 22,481.60
3	**Support Services During Bidding, Award, & Construction**										64	$ 12,520.00				$ 12,520.00
3.1	Bid & Award Support		4		8	6		6			24	$ 5,040.00			$ -	$ 5,040.00
3.2	Design Support During Construction		2		6	12		20			40	$ 7,480.00			$ -	$ 7,480.00
4	**As-Builts**		2		2	4		6			14	$ 2,710.00				$ 2,710.00
	Expenses											$ 2,400.00				$ 2,400.00
	Print, Travel, Mail											$ 1,500.00			$ -	$ 1,500.00
	Traffic Volume Counts (AM, PM, ADT)											$ 900.00			$ -	$ 900.00
	Total	8	80	19	93	282	22	412	53	8	977	$ 186,680.00	$ 20,000.00	$ 19,091.60	$ 39,091.60	$ 225,771.60

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit of $4,000,000 shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Consultant acknowledges that the project as defined in this Agreement between Consultant and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform all work on the project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Consultant shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

5. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

6. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq*. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless, and defend (at Consultant's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2025

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 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: Carlos Kremer	
Kremer Insurance Agency Inc. 9672 Via Excelencia, Ste. 104 San Diego, CA 92126 0B33067	PHONE (A/C, No, Ext): 858-547-9435	FAX (A/C, No): 858-486-5440
	E-MAIL ADDRESS: admin@kremerins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Truck Insurance Exchange	21709
INSURED Chen Ryan Associates Inc. dba CR Associates 3900 5th Avenue, Ste. 310 San Diego, CA 92103	INSURER B : Mid Century Insurance Company	21687
	INSURER C : Travelers Casualty and Surety Company	524126
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Crime Coverage: 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X	X	605878585	11/22/2025	11/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG CYBER LIABILITY	$ 2,000,000 $ 75,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X	X	605878585	11/22/2025	11/22/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $	X	X	606683420	11/22/2025	11/22/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	B09463374	11/22/2025	11/22/2026	☒ 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
C	Professional Liability	X	X	106201541	11/22/2025	11/22/2026	Each claim Aggreggate Deductible	5,000,000 5,000,000 $25,000

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

The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are listed as additional insureds. Waiver of subrogation in favor of certificate holder. Coverage is primary and non-contributory. 30 day notice of cancellation in favor of certificate holder.

CERTIFICATE HOLDER

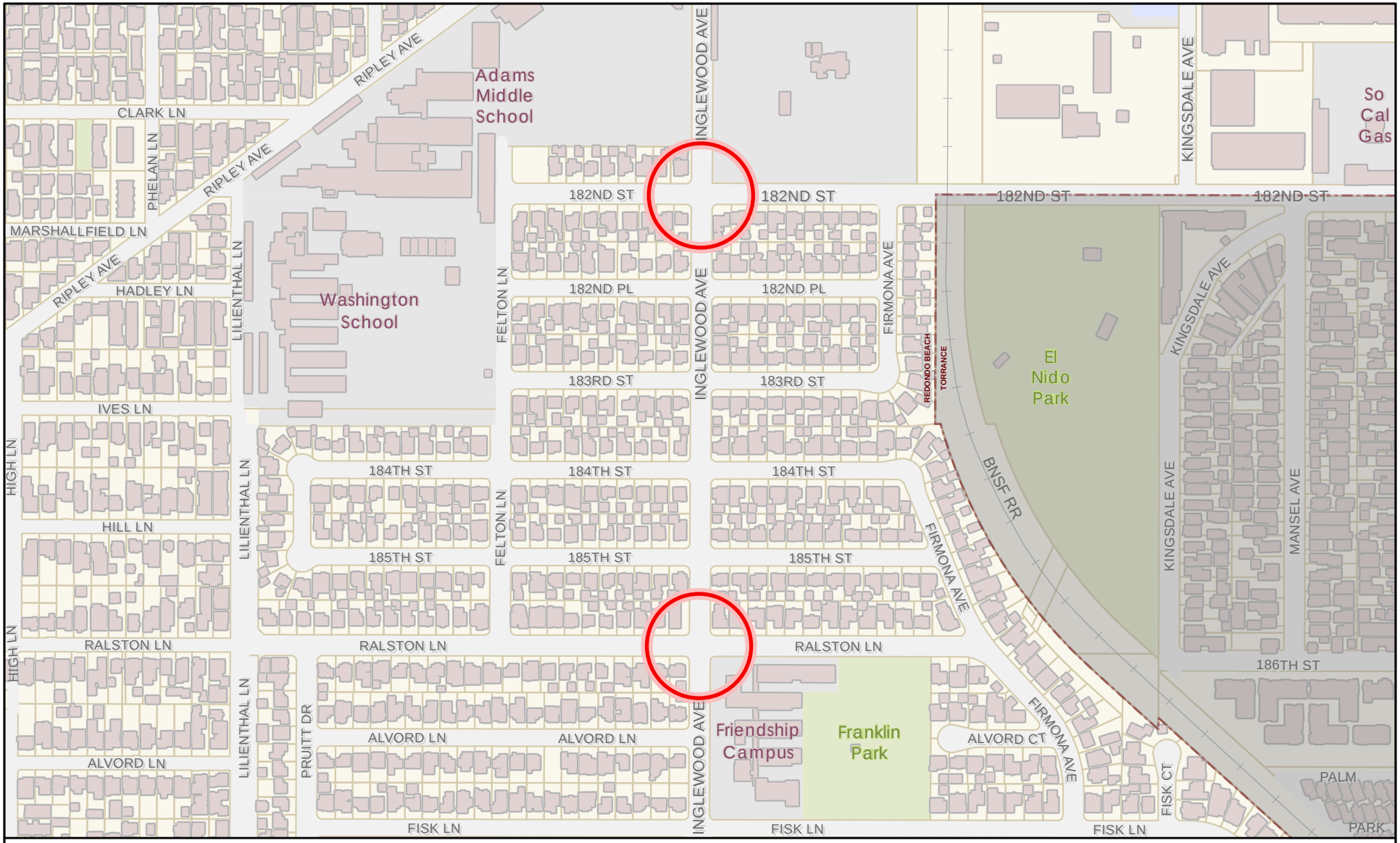
City of Redondo Beach
Engineering Services Division
415 Diamond Street
Redondo Beach, CA 90277

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
CARLOS KREMER

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Traffic Signal Communication and Network System
Inglewood Avenue

REDONDO BEACH

Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

Exported: 2/12/202

Administrative Report

H.8., **File #** 26-0283 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE PLANS AND SPECIFICATIONS FOR THE VETERANS PARK HISTORIC LIBRARY AND COMMUNITY CENTER - EXTERIOR ACCESSIBILITY IMPROVEMENTS, JOB NO. 20900, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS

EXECUTIVE SUMMARY

The Veterans Park Historic Library Upgrades, Job No. 20900 Project is designed to complete exterior accessibility improvements to the Veterans Parks Historic Library and Community Center and received funding as part of the Fiscal Year 2025-26 Capital Budget.

The plans and specifications for the Project are ready for competitive bidding and are available for review at the Plans and Specifications Review Area located behind the Engineering permit counter at City Hall. The Engineer's estimate for construction of the Project is $838,889, with a total project cost estimate of $1,023,889, which includes a standard contingency and costs of construction management and inspection. Construction is expected to begin in May of 2026 and take a few months to complete.

BACKGROUND

The Veterans Park Historic Library and Community Center facility is an 11,400 square foot landmark building listed on the National Register of Historic Places. It served as the City's Main Library from 1930 through 1991. In January 1991, the building incurred substantial seismic damage as a result of the Sierra Madre earthquake, forcing its closure to the public. In late 1991, the City Council approved the repurposing of the facility as a banquet and events center and initiated plans for construction of a new library facility adjacent to the Civic Center. The former main library building was renamed the Veterans Park Historic Library & Community Center and was renovated to include seismic upgrades and an historic restoration to accommodate its new use.

Following completion of the renovation in 1995, the City entered into a catering and management operation agreement with Spectrum Catering, commencing in 1996. This contract was renewed in 2013 and remained active until its expiration on October 31, 2020. At that time, the facility was closed due to the COVID-19 pandemic and the vendor elected not to pursue a renewed contract. In an effort to secure a new, qualified concessionaire, the City undertook a multi-year effort that included a formal Request for Proposals (RFP) and extensive negotiations regarding the preferred use of the facility that balances community access and private use. On October 7, 2025, the City entered into a concessionaire agreement with MBM Hospitality, Inc. (MBM), which outlined a series of interior facility improvements that MBM would be required to complete prior to the reopening of the facility, with exterior improvements being the responsibility of the City.

The City's contribution toward exterior improvements includes ADA enhancements to ensure accessible entry to the facility at the main entrance, the northern parking lot, and lower-level entrance, along with replacement of the western stairwell from the second level. Other building improvements already completed by the City include plumbing repairs, replacement of windows, reroofing, and elevator upgrades.

The plans and specifications for the exterior accessibility Project have been prepared and are ready for City Council approval and authorization for competitive bidding. The solicitation process will be followed by a recommendation for award of contract, scheduled for April 2026, and construction which is anticipated to begin in May 2026.

COORDINATION

The Project has been coordinated with the Community Services Department and the Public Works Department with assistance from the Community Development Department's Building Division.

FISCAL IMPACT

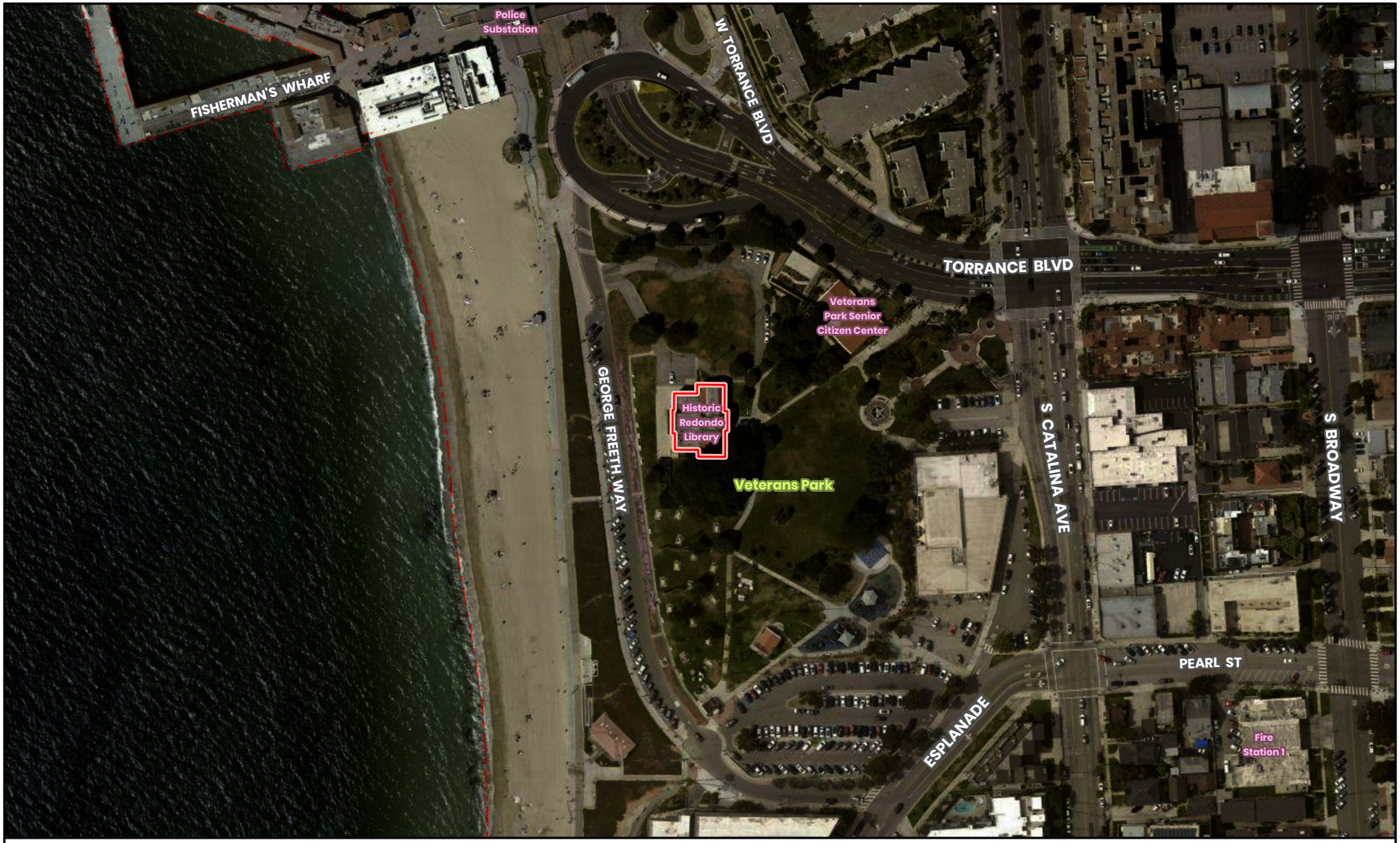
The total cost estimate for the Project is $1,023,889, which is within the allocated CIP Budget for FY 2025-26.

Funding			**Expenditures**	
Veterans Park Historic Library Upgrades #20900	$ 850,000		Constr. Estimate	$ 838,889
Additional Prop A Monies	$ 173,889		Contingency per APP 14.01	$ 125,000
			Inspection and CM	$ 60,000
Total	**$1,023,889**		**Total**	**$1,023,889**

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Project Map - Veterans Park Historic Library Upgrades, Job No. 20900



Project Location

N

1 inch = 200 feet

Veterans Park Historic Library and Community Center Exterior Accessibility Improvements, Job. No 20900

REDONDO BEACH

Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

Exported: 2/18/202

Administrative Report

H.9., **File #** 26-0208 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: ANDREW WINJE, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE THIRD AMENDMENT TO THE ON-CALL CONSULTING SERVICES AGREEMENT WITH LUCCI AND ASSOCIATES, INC. TO INCREASE THE NOT TO EXCEED AMOUNT BY $100,000, FOR A NEW TOTAL NOT TO EXCEED $400,000, AND TO EXTEND THE TERM TO MAY 5, 2028

EXECUTIVE SUMMARY

The City Council has awarded a number of on-call contracts in the past to successfully accelerate numerous project delivery timelines. Staff is recommending approval of a third amendment to an existing on-call agreement with Lucci and Associates, Inc. (Lucci) to extend the term by two years and increase the not-to-exceed amount by $100,000. This amendment is needed to continue services related to ongoing electrical engineering design services for various City projects, including the City's expansion of the temporary supportive housing program at the Kingsdale Avenue location.

BACKGROUND

During the City's FY 2018-19 budget adoption process, several tools were presented to accelerate the pace of delivery of Capital Improvement Program (CIP) projects. One tool that staff strongly recommended was on-call contracting for professional services. On-call service contracts are not fully defined as to scope or funding source and allow staff the ability to quickly assign smaller work tasks (e.g., geotechnical engineering, surveying, etc.) without having to develop and present an individual contract to City Council for award.

Funding sources for on-call contracts are not identified at the time of award. Rather, as tasks are assigned to an on-call vendor, the funding is assigned via purchase order from the funding source associated with the particular project to which the work applies.

The Public Works Department Engineering Services Division and the City Attorney's Office worked together to develop a contract template and an RFP for on-call consulting services, which was advertised in August of 2018. The contract template stipulates a two-year term with a not to exceed value of $100,000. Many of these contracts have been renewed or amended to add to the not to exceed amount and/or term, including this one, and new vendors have been awarded contracts as the City's need for on-call firms continues to grow and change.

The Engineering Services Division benefits from active on-call contracts with 18 firms specializing in a number of design and technical disciplines. Use of these services has accelerated the delivery of

many projects. These agreements provide the City with a deep and broad bench of firms to provide the technical engineering services needed to deliver CIP projects.

Staff is now proposing a third amendment to the Agreement with Lucci forward for Council consideration. Lucci is an electrical engineering consultant that specializes in design and other engineering services related to lighting, power supply, and electrical control systems. The third amendment to the on-call contract would provide support for upcoming facility improvement and facility maintenance projects where the need for electrical engineering is anticipated, including the Pallet Shelter Expansion Project. Lucci has successfully completed eleven task orders under the current Agreement for a total amount of $185,850. This amendment would extend the term from May 5, 2026 to May 5, 2028 and increase the not-to-exceed limit from $300,000 to $400,000.

COORDINATION

The on-call contract development has been coordinated between the City Attorney's Office and the Public Works Department. The City Attorney's Office prepared and approved the third amendment as to form.

FISCAL IMPACT

No additional funding impacts occur by approving the contract. Funding is committed as tasks are assigned by staff and only from funds that have already been appropriated by the City Council for the related CIP projects and programs.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Third Amendment to Agreement with Lucci and Associates, Inc.
- Agmt - Original Agreement, First Amendment, and Second Amendment to the Agreement with Lucci and Associates, Inc.
- Insurance - Lucci and Associates, Inc.

THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND LUCCI & ASSOCIATES, INC.

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Third Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Lucci & Associates, a California corporation ("Contractor" or "Consultant").

WHEREAS, on May 5, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on May 3, 2022, the parties entered into the First Amendment to the Agreement to extend the term of the Agreement to May 2, 2024, increase the Consultant's hourly rates, and raise the Consultant's compensation limit to $200,000 (the "First Amendment"); and

WHEREAS, on April 16, 2024, the parties entered into the Second Amendment to the Agreement to extend the term of the Agreement to May 5, 2026, increase the Consultant's hourly rates, and raise the Consultant's compensation limit to $300,000 (the "Second Amendment"); and

WHEREAS, the parties desire to amend the Agreement.

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

1. TERM AND TIME OF COMPLETION. Exhibit "B" of the Agreement, as amended by Exhibits "B-1" and "B-2", is hereby amended to add Exhibit "B-3", which extends the Agreement to May 5, 2028. Exhibit "B-3" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-3".

2. COMPENSATION. Exhibit "C" of the Agreement, as amended by Exhibits "C-1" and "C-2", is hereby amended to add Exhibit "C-3" to increase Consultant's hourly rates and total compensation limit to $400,000. Exhibit "C-3" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement.

3. NO OTHER AMENDMENTS. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third Amendment constitute the entire

agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 3rd day of March, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light, Mayor

LUCCI & ASSOCIATES, INC.,
a California corporation

DocuSigned by:
By: Kenneth Lucci
851C3BC452AA4D2...

Name: Kenneth Lucci
Title: President
2/23/2026 | 12:51 PM PST

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT “B-3”

TERM AND TIME OF COMPLETION

TERM. The term of this Agreement shall be extended to May 5, 2028 (“Term”), unless otherwise terminated as herein provided.

EXHIBIT "C-3"

COMPENSATION

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

I. **AMOUNT**. Effective March 3, 2026, Consultant shall perform the work for all City approved Task Proposal(s) in accordance with the attached hourly rate schedule, which is hereby incorporated.

II. **EXPENSES**. Consultant shall be reimbursed for expenses in accordance with the attached schedule. If Consultant requires reimbursement for expenses not provided on the attached schedule, including but not limited to, mileage, reproduction costs, and subcontractor markup, Consultant shall not be reimbursed without a subsequent written amendment, which shall be at the sole discretion of the city.

III. **NOT TO EXCEED AMOUNT**. In no event shall the total amount paid to the Consultant, including reimbursable expenses, exceed $400,000 during the term of the Agreement, as amended.

IV. **METHOD OF PAYMENT**. Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.

A. Task number.
B. All personnel who performed work on the Task.
C. Description of the work performed.
D. Number of hours worked.
E. Hourly rate.
F. All city approved and documented subcontractor invoices.
G. If applicable, expenses incurred.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to the city. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

Within the approved amount of each approved Task Proposal, and with the written approval of the city, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved for the Task Proposal as described in Exhibit "A" in not exceeded.

V. **SCHEDULE FOR PAYMENT**. City agrees to pay Consultant within thirty (30) days after receipt of Consultant's monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.

VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Lucci & Associates, Inc.
3251 Corte Malpaso #511
Camarillo, CA 93012-8094
Attn: Ken Lucci

City City of Redondo Beach
Public Works Department, Engineering Services Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: Lauren Sablan, City Engineer

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

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

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Lucci & Associates, a California corporation ("Contractor" or "Consultant").

WHEREAS, on May 5, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on May 3, 2022, the parties entered into the First Amendment to the Agreement to extend the term and raise the Contractor's compensation limit (the "First Amendment"); and

WHEREAS, the parties desire to amend the Agreement.

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

1. TERM AND TIME OF COMPLETION. Exhibit "B" and Exhibit "B-1" of the Agreement are hereby amended to add Exhibit "B-2", which extends the Agreement to May 5, 2026. Exhibit "B-2" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-2".

2. COMPENSATION. Exhibit "C" and Exhibit "C-1" of the Agreement are hereby amended to add Exhibit "C-2" to increase Consultant's hourly rates and total compensation limit to $300,000. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement.

3. INSURANCE. Exhibit "D" of the Agreement is hereby amended to add Exhibit "D-1" to raise the Consultant's general liability coverage from $1 million to $2 million dollars. Exhibit "D-1" is attached hereto and incorporated by reference. Consultant shall comply with the insurance requirements in Exhibit "D-1"

4. NO OTHER AMENDMENTS. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 16th day of April, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
6BC0853B8F644F1...

James Light, Mayor

LUCCI & ASSOCIATES, INC.,
a California corporation

DocuSigned by:
By: Kenneth Lucci
851C3BC452AA4D2...

Name: Kenneth Lucci
Title: President

ATTEST:

DocuSigned by:
Eleanor Manzano
72E2AC716C214CF...

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

EXHIBIT "B-2"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to May 5, 2026 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C-2"

COMPENSATION

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

I. **AMOUNT**. Effective April 16, 2024, Consultant shall perform the work for all City approved Task Proposal(s) in accordance with the attached hourly rate schedule, which is hereby incorporated.

II. **EXPENSES**. Consultant shall be reimbursed for expenses in accordance with the attached schedule. If Consultant requires reimbursement for expenses not provided on the attached schedule, including but not limited to, mileage, reproduction costs, and subcontractor markup, Consultant shall not be reimbursed without a subsequent written amendment, which shall be at the sole discretion of the city.

III. **NOT TO EXCEED AMOUNT**. In no event shall the total amount paid to the Consultant, including reimbursable expenses, exceed $300,000 during the term of this Agreement.

IV. **METHOD OF PAYMENT**. Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.

A. Task number.
B. All personnel who performed work on the Task.
C. Description of the work performed.
D. Number of hours worked.
E. Hourly rate.
F. All city approved and documented subcontractor invoices.
G. If applicable, expenses incurred.

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to the city. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

Within the approved amount of each approved Task Proposal, and with the written approval of the city, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved for the Task Proposal as described in Exhibit "A" in not exceeded.

V. **SCHEDULE FOR PAYMENT**. City agrees to pay Consultant within thirty (30) days after receipt of Consultant's monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.

VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or

certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Lucci & Associates, Inc.
3251 Corte Malpaso #511
Camarillo, CA 93012-8094
Attn: Ken Lucci

City City of Redondo Beach
Public Works Department, Engineering Services Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: City Engineer

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

BASIC FEE SCHEDULE

Consulting Electrical Engineers – Services

Effective 1/1/24

Classification	Hourly Rate
Principal	$240.00
Project Manager	$215.00
Project Engineer	$200.00
Design Engineer	$185.00
Drafter	$140.00
Word/Data Processing	$115.00

EXHIBIT "D-1"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

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

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

Employer's Liability Insurance.

Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

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

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

Errors and Omissions liability: $1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

Errors and Omissions policy, if written on a claims made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/11/2024

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745	**CONTACT NAME:** Maurice Thornton **PHONE (A/C, No, Ext):** 510-272-1476 **FAX (A/C, No):** **E-MAIL ADDRESS:** CertsDesignPro@AssuredPartners.com
INSURED Lucci & Associates, Inc. 3251 Corte Malpaso, #511 Camarillo CA 93012 LUCC&AS-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** The Travelers Indemnity Company of Connecticut — 25682 **INSURER C :** Travelers Casualty and Surety Co of America — 31194 **INSURER D :** Hartford Casualty Insurance Company — 29424 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 223107064 **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 X Contractual Liab [ ] Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	6806H320610	1/11/2024	1/11/2025	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 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY [ ]	Y	Y	BA3R587874	1/11/2024	1/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	Y	Y	CUP9K023174	1/11/2024	1/11/2025	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	57WEGAB8WKG	1/31/2024	1/31/2025	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
C	Professional Liability			107569705	1/31/2024	1/31/2026	Per Claim Aggregate Limit	$1,000,000 $2,000,000

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

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
All Operations of the Named Insured The City of Redondo Beach, it's officers, elected and appointed officials, employees and volunteers are named as additional insureds as respects general and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). SEE CANCELLATION SECTION of Certificate for 30 Days

CERTIFICATE HOLDER

City of Redondo Beach
Attn: Andrew Winje
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION 30 Day Notice of 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

Mo Thornton

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

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c. **Method Of Sharing**

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

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

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

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

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAB8WKG **Endorsement Number:**
Effective Date: 01/31/2024 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo, CA 93012

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

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

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

SCHEDULE

Person or Organization	**Job Description**
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

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

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Lucci & Associates, a California corporation ("Contractor" or "Consultant").

WHEREAS, on May 5, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement.

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

1. **SCHEDULE FOR COMPLETION**. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to May 2, 2024. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-1".

2. **COMPENSATION**. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the limit for the total compensation paid to Consultant by $100,000 for a total compensation limit of $200,000. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement.

3. **NO OTHER AMENDMENTS**. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

William C. Brand, Mayor

LUCCI & ASSOCIATES, INC.,
a California corporation

By:
Name: Kenneth Lucci
Title: President

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to May 2, 2024 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C-1"

COMPENSATION

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

I. **AMOUNT**. Consultant shall perform the work for all City approved Task Proposal(s) in accordance with the attached hourly rate schedule, which is hereby incorporated.

II. **EXPENSES**. Consultant shall be reimbursed for expenses in accordance with the attached schedule. If Consultant requires reimbursement for expenses not provided on the attached schedule, including but not limited to, mileage, reproduction costs, and subcontractor markup, Consultant shall not be reimbursed without a subsequent written amendment, which shall be at the sole discretion of the City.

III. **NOT TO EXCEED AMOUNT**. In no event shall the total amount paid to the Consultant, including reimbursable expenses, exceed $200,000 during the term of this Agreement.

IV. **METHOD OF PAYMENT**. Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.

A. Task number.
B. All personnel who performed work on the Task.
C. Description of the work performed.
D. Number of hours worked.
E. Hourly rate.
F. All City approved and documented subcontractor invoices.
G. If applicable, expenses incurred.

Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to the City. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

Within the approved amount of each approved Task Proposal, and with the written approval of the City, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved for the Task Proposal as described in Exhibit "A" is not exceeded.

V. **SCHEDULE FOR PAYMENT**. City agrees to pay Consultant within thirty (30) days after receipt of Consultant's monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.

VI. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Lucci & Associates, Inc.
3251 Corte Malpaso #511
Camarillo, CA 93012-8094
Attn: Ken Lucci

City: City of Redondo Beach
Public Works Department, Engineering Services Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: City Engineer

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

BASIC FEE SCHEDULE

Consulting Electrical Engineers – Services

Effective 6/30/21

Classification	Hourly Rate
Principal	$215.00
Project Manager	$200.00
Project Engineer	$185.00
Design Engineer	$155.00
Drafter	$125.00
Word/Data Processing	$90.00

3251 Corte Malpaso # 511, Camarillo, CA 93012-8094 ■ Phone (805) 389-6520 Fax (805) 389-6519 ■ www.lucciland.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/20/2022

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745	CONTACT NAME: The Certificate Team PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
INSURED Lucci & Associates, Inc. 3251 Corte Malpaso, #511 Camarillo CA 93012 LUCC&AS-01	INSURER A : HARTFORD INSURANCE COMPANY — NAIC # 38288 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : The Travelers Indemnity Company of Connecticut — 25682 INSURER D : Travelers Casualty and Surety Co of America — 31194 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 959513306 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT [X] LOC OTHER.	Y	Y	6806H320610	1/11/2022	1/11/2023	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 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BA3R587874	1/11/2022	1/11/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	CUP9K023174	1/11/2022	1/11/2023	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	57WEGAB8WKG	1/31/2022	1/31/2023	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
D	Professional Liability			107569705	1/31/2022	1/31/2023	Per Claim Aggregate Limit	$1,000,000 $2,000,000

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

Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability. Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.

Re: All Operations of the Named Insured - The City of Redondo Beach, it's officers, elected and appointed officials, employees and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). SEE CANCELLATION SECTION of Certificate for 30 Days Notice of Cancellation.

CERTIFICATE HOLDER

City of Redondo Beach
Attn: Jesse Reyes
531 N. Gertruda Ave.
Redondo Beach CA 90277

CANCELLATION 30 Day Notice of 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

Mo Houston

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

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c. **Method Of Sharing**

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

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

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

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

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

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

   We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAB8WKG **Endorsement Number:**
Effective Date: 01/31/2022 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo, CA 93012

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

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

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

SCHEDULE

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

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Policy Expiration Date: 01/31/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/11/2024

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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Maurice Thornton
PHONE (A/C, No, Ext): 510-272-1476 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C : Travelers Casualty and Surety Co of America	31194
INSURER D : Hartford Casualty Insurance Company	29424
INSURER E :	
INSURER F :	

INSURED
Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo CA 93012

LUCC&AS-01

COVERAGES **CERTIFICATE NUMBER:** 1780263914 **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**	Y	Y	6806H320610	1/11/2024	1/11/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	Included						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**	Y	Y	BA3R587874	1/11/2024	1/11/2025	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)	$
								$
A	X **UMBRELLA LIAB** X OCCUR	Y	Y	CUP9K023174	1/11/2024	1/11/2025	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 0							$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	57WEGAB8WKG	1/31/2024	1/31/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(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
C	Professional Liability			107569705	1/31/2024	1/31/2026	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
Re: All Operations of the Named Insured - The City of Redondo Beach, it's officers, elected and appointed officials, employees and volunteers are named as additional insureds as respects general and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). SEE CANCELLATION SECTION of Certificate for 30 Days Notice of Cancellation.

CERTIFICATE HOLDER

City of Redondo Beach
Attn: Jesse Reyes
531 N. Gertruda Ave.
Redondo Beach CA 90277

CANCELLATION 30 Day Notice of Cancellation

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

CG D3 61 03 05

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c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAB8WKG **Endorsement Number:**
Effective Date: 01/31/2024 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo, CA 93012

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

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

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

SCHEDULE

Person or Organization	**Job Description**
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

BASIC FEE SCHEDULE

Consulting Electrical Engineers – Services

Effective 6/30/21

Classification	Hourly Rate
Principal	$215.00
Project Manager	$200.00
Project Engineer	$185.00
Design Engineer	$155.00
Drafter	$125.00
Word/Data Processing	$90.00

3251 Corte Malpaso # 511, Camarillo, CA 93012-8094 ■ Phone (805) 389-6520 Fax (805) 389-6519 ■ www.lucciland.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/11/2023

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: The Certificate Team
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C : Travelers Casualty and Surety Co of America	31194
INSURER D : Hartford Casualty Insurance Company	29424
INSURER E :	
INSURER F :	

INSURED
Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo CA 93012

LUCC&AS-01

COVERAGES **CERTIFICATE NUMBER:** 823158129 **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 X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	6806H320610	1/11/2023	1/11/2024	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 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA3R587874	1/11/2023	1/11/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CUP9K023174	1/11/2023	1/11/2024	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEGAB8WKG	1/31/2023	1/31/2024	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
C	Professional Liability			107569705	1/31/2023	1/31/2024	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability. Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.
Re: All Operations of the Named Insured - The City of Redondo Beach, it's officers, elected and appointed officials, employees and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). SEE CANCELLATION SECTION of Certificate for 30 Days Notice of Cancellation.

CERTIFICATE HOLDER

City of Redondo Beach
Attn: Jesse Reyes
531 N. Gertruda Ave.
Redondo Beach CA 90277

CANCELLATION 30 Day Notice of Cancellation

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

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c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAB8WKG **Endorsement Number:**
Effective Date: 01/31/2023 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo, CA 93012

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

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

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

SCHEDULE

Person or Organization	**Job Description**
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

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AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND LUCCI & ASSOCIATES, INC.

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Lucci & Associates, a California corporation ("Consultant" or “Contractor”).

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."

2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.

2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings,

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

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.

6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

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Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.

10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the

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project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

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

14. Indemnity Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, employees, agents, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

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a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by the foregoing paragraph, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

b. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

c. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

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

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.

a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who

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work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged

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

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

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

23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

25. Time of Essence. Time is of the essence of this Agreement.

26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

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28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

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

32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

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

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

SIGNATURES FOLLOW ON NEXT PAGE

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IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 5th day of May, 2020.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
William C. Brand
E6413C7231DF4E1...
William C. Brand, Mayor

LUCCI & ASSOCIATES, INC.,
a California corporation

DocuSigned by:
Kenneth Lucci
915439943FB4FA...
By:
Name: Kenneth Lucci
Title: president

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:
Jill Buchholz
B7F2B0D00BA04E7...
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049ED1E03D402...
Michael W. Webb, City Attorney

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EXHIBIT "A"

PROJECT DESCRIPTION AND SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

A. Consultant shall provide on-call professional design services, including but not limited to, electrical engineering. Ancillary tasks related to design work such as grant applications and management, regulatory permit applications and implementation, design review and plan check, construction management, and construction observation or inspection may also be included at the City's discretion.

B. Upon City's written request as described in Section II.A, Consultant shall prepare a written scope of work for the City's requested tasks, including all components and subtasks, the cost to perform the task, an hourly rate sheet (including any sub-consultant mark-up) applicable to the full term of the agreement, an explanation of how the cost was determined, and a schedule for completion of the task (collectively "Task Proposal"). The costs specified in the Task Proposal shall be in accordance with Exhibit "C".

C. Upon the City's written approval of the Task Proposal, the Consultant shall commence services for the task. Any language that does not pertain to the scope of work, compensation, or duration of agreement shall be deemed extraneous and not incorporated within this Agreement.

D. Consultant shall identify all personnel used to accomplish the services in the Task Proposal. Consultant shall obtain City's approval of any substitutions of leading personnel for the task as soon as the need for a substitution is known.

E. Consultant shall identify any subcontractor(s) and include the work of subcontractors in the proposed scope of work. Consultant shall not replace the subcontractor for the task without the prior written approval of the City.

F. Consultant shall provide a task number for the City approved task.

G. Consultant shall complete the task and present all deliverables to the City by the completion date provided to City.

H. During performance of the services, Consultant shall provide a bi-weekly written summary of progress on all on-call services to keep the City updated as to the status of performance. Consultant shall either draft a report or deliver an email to the City's designated project manager.

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I. Consultant shall provide all work product for review and acceptance by the City. Upon City's request, Consultant shall revise the work product without additional charge to the City until the City accepts it.

II. CITY'S DUTIES

City will perform the following services.

A. City will provide a written request with a description of the work to be performed, and the time desired for completion.

B. City, in its sole discretion, may approve, modify or reject the Consultant's Task Proposal.

C. Notwithstanding anything described herein, in the event Article XIX of the City Charter and Chapters 6 and 6.1 of Title 2 of the Redondo Beach Municipal Code apply to the work described herein, the Consultant shall not be authorized to perform the subject work under this Agreement.

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EXHIBIT "B"

SCHEDULE OF PERFORMANCE

TERM. The term of this Agreement shall commence on May 5, 2020 and continue through May 4, 2022 (“Term”), unless otherwise terminated as herein provided. Consultant shall perform the services in accordance with the schedule in each Task Proposal. City may approve extensions for performance of the services in each task; provided, however, that the Consultant shall not work beyond the expiration date of this Agreement.

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EXHIBIT “C"
COMPENSATION

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

I. **AMOUNT**. Consultant shall perform the work for the City approved Task Proposal(s) in accordance with the attached hourly rate schedule, which is hereby incorporated. In no event shall the total amount paid to Consultant exceed $100,000 during the Term. Consultant’s hourly rates includes all incidentals, including without limitation, supplies, technology fees, reproduction, mileage and travel expenses, and any other costs.

II. **METHOD OF PAYMENT**. Consultant shall provide monthly invoices to City for approval and payment. Invoices must include the following information.

A. Task number
B. All personnel who performed work on the Task Proposal
C. Description of the work performed
D. Number of hours worked
E. Hourly rate.
F. All City approved and documented sub-consultant invoices

Within the approved amount for each approved Task Proposal, and with the written approval of the City, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved for the Task Proposal as described in Exhibit “A” is not exceeded.

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

III. **SCHEDULE FOR PAYMENT**. City agrees to pay Consultant within thirty days of City’s receipt of Consultant’s monthly invoice; provided that services are completed to the City’s reasonable satisfaction and there is no dispute over the amount.

IV. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Lucci & Associates
3251 Corte Malpaso #511
Camarillo, CA 93012-8094
Attention: Ken Lucci

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City: City of Redondo Beach
Public Works Department, Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: City Engineer

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

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LUCCI & ASSOCIATES, INC.
CONSULTING ELECTRICAL ENGINEERS

BASIC FEE SCHEDULE

Consulting Electrical Engineers – Services

Effective 12/01/19

Classification	Hourly Rate
Principal	$195.00
Project Manager	$165.00
Project Engineer	$155.00
Designer	$145.00
Drafter	$115.00
Word/Data Processing	$85.00

3251 Corte Malpaso # 511, Camarillo, CA 93012-8094 ■ Phone (805) 389-6520 Fax (805) 389-6519 ■ www.lucciland.com

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EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

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

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

Employer's Liability Insurance.

Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

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

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

Errors and Omissions liability: $1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such

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deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

Errors and Omissions policy, if written on a claims made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.

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

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Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

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EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq*. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813

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concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/5/2022

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: The Certificate Team
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HARTFORD INSURANCE COMPANY	38288
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : The Travelers Indemnity Company of Connecticut	25682
INSURER D : US Specialty Insurance Company	29599
INSURER E :	
INSURER F :	

INSURED
Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo CA 93012

LUCC&AS-01

COVERAGES **CERTIFICATE NUMBER:** 787460867 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	6806H320610	1/11/2022	1/11/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	Included						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
C	**AUTOMOBILE LIABILITY**	Y	Y	BA3R587874	1/11/2022	1/11/2023	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)	$
								$
B	X **UMBRELLA LIAB** X OCCUR	Y	Y	CUP9K023174	1/11/2022	1/11/2023	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 0							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	57WEGAB8WKG	1/31/2022	1/31/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(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
D	Professional Liability			USS2131551	1/31/2021	1/31/2022	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability. Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.
Re: All Operations of the Named Insured - The City of Redondo Beach, it's officers, elected and appointed officials, employees and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). SEE CANCELLATION SECTION of Certificate for 30 Days Notice of Cancellation.

CERTIFICATE HOLDER

City of Redondo Beach
Attn: Jesse Reyes
531 N. Gertruda Ave.
Redondo Beach CA 90277

CANCELLATION 30 Day Notice of Cancellation

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

1. Your acts or omissions; or

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG D3 61 03 05

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c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2. Exclusions SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAB8WKG **Endorsement Number:**
Effective Date: 01/31/2022 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo, CA 93012

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

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

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

SCHEDULE

Person or Organization	**Job Description**
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/11/2026

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Lisa Shimizu-Fookes
PHONE (A/C, No, Ext): 714-427-3482 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C : Travelers Casualty and Surety Co of America	31194
INSURER D : Hartford Casualty Insurance Company	29424
INSURER E :	
INSURER F :	

INSURED
Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo CA 93012

LUCC&AS-01

COVERAGES **CERTIFICATE NUMBER:** 700980811 **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 X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	6806H320610	1/11/2026	1/11/2027	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 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA3R587874	1/11/2026	1/11/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CUP9K023174	1/11/2026	1/11/2027	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEGAB8WKG	1/31/2025	1/31/2026	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
C	Professional Liability			107569705	1/31/2024	1/31/2026	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
Re: All Operations of the Named Insured - The City of Redondo Beach, it's officers, elected and appointed officials, employees and volunteers are named as additional insureds as respects general and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). SEE CANCELLATION SECTION of Certificate for 30 Days Notice of Cancellation.

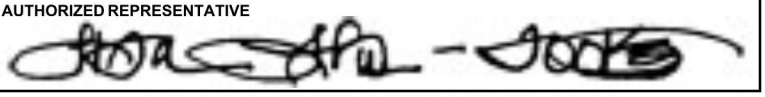
CERTIFICATE HOLDER

City of Redondo Beach
Attn: Jesse Reyes
531 N. Gertruda Ave.
Redondo Beach CA 90277

CANCELLATION 30 Day Notice of 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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POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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POLICY NUMBER

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

1. Your acts or omissions; or

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAB8WKG **Endorsement Number:**
Effective Date: 01/31/2025 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo, CA 93012

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

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

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

SCHEDULE

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

Countersigned by _____
Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/11/2026

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Lisa Shimizu-Fookes
PHONE (A/C, No, Ext): 714-427-3482 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C : Travelers Casualty and Surety Co of America	31194
INSURER D : Hartford Casualty Insurance Company	29424
INSURER E :	
INSURER F :	

INSURED
Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo CA 93012

LUCC&AS-01

COVERAGES **CERTIFICATE NUMBER:** 700980811 **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 X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	6806H320610	1/11/2026	1/11/2027	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 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA3R587874	1/11/2026	1/11/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CUP9K023174	1/11/2026	1/11/2027	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEGAB8WKG	1/31/2025	1/31/2026	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
C	Professional Liability			107569705	1/31/2024	1/31/2026	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
Re: All Operations of the Named Insured - The City of Redondo Beach, it's officers, elected and appointed officials, employees and volunteers are named as additional insureds as respects general and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). SEE CANCELLATION SECTION of Certificate for 30 Days Notice of Cancellation.

CERTIFICATE HOLDER

City of Redondo Beach
Attn: Jesse Reyes
531 N. Gertruda Ave.
Redondo Beach CA 90277

CANCELLATION 30 Day Notice of 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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POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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POLICY NUMBER

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

1. Your acts or omissions; or

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAB8WKG **Endorsement Number:**
Effective Date: 01/31/2025 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo, CA 93012

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

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

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

SCHEDULE

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

Countersigned by _____
Authorized Representative

Administrative Report

H.10., **File #** 26-0168 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: KATHERINE BUCK, ACTING WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH 3V SIGNS AND GRAPHICS, LLC FOR THE PRINTING AND INSTALLATION OF THE REMAINING NORTH REDONDO BEACH BUSINESS ASSOCIATION STREET BANNERS ALONG ARTESIA BLVD IN AN AMOUNT NOT TO EXCEED $34,612 FOR THE TERM MARCH 3, 2026 TO DECEMBER 31, 2026

EXECUTIVE SUMMARY

Approval of this Agreement will continue the existing Artesia Boulevard street pole banner program for calendar year 2026. The Agreement authorizes 3V Signs and Graphics, LLC (3V Signs) to manufacture and install three additional rounds of seasonal banners along Artesia Boulevard as part of the banner program, which was previously approved by the City Council as part of the Fiscal Year 2025-26 Budget.

BACKGROUND

With adoption of the FY 2025-26 Budget, the City Council approved Budget Response Report (BRR) #01 authorizing $53,000 for the installation of street pole banners along Artesia Boulevard to support economic development, placemaking, and community events in partnership with the North Redondo Beach Business Association (NRBBA). An initial agreement was approved between the City and 3V Signs in December 2025 for the design and placement of the first set of banners, totaling $18,387.63. The new Agreement would allow for planned quarterly replacements associated with seasonal messaging campaigns for 2026 as well as unplanned replacements caused by weather exposure. The Agreement includes the fabrication of three replacement banner sets along with installation and change-out services, as needed. The scope of work is consistent with the banner program funding approved by the City Council.

COORDINATION

This item was coordinated by the Waterfront & Economic Development Department, City Attorney's Office, Human Resources Department, and the City Manager's Office. The Agreement was approved as to form by the City Attorney's Office.

FISCAL IMPACT:

Funding for the Agreement was approved as part of the FY 2025-26 Budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - 3V Signs and Graphics Contract

AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND 3 V SIGNS & GRAPHICS, LLC

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and 3 V Signs & Graphics, LLC, a California limited liability company ("Contractor").

The parties hereby agree as follows:

A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".

B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.

2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.

6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this

Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.

10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the

business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

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

14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all

claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

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

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.

a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which

such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

b. Labor Law Requirements. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html.

18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this

Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

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

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

25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not

pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

26. Time of Essence. Time is of the essence of this Agreement.

27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

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

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

33. Warranty. 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.11., **File #** 26-0262 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: KATHERINE BUCK, ACTING WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

TITLE

APPROVE THE CONSENT TO THE FIRST AMENDMENT OF THE SUBLEASE BETWEEN MAJESTIC KHM, LLC AND BLUEWATER GRILL REDONDO L.P., FOR THE PREMISES AT 665 NORTH HARBOR DRIVE

EXECUTIVE SUMMARY

The City has an existing lease with Majestic KHM, LLC (Lessee) for the premises commonly known as King Harbor Marina. Under the terms of the lease, the Lessee retains the right to negotiate direct subleases to occupy the various tenant spaces and the City retains the right to consent to all subleases. The Lessee has requested the City consent to an amendment to the sublease with Bluewater Grill Redondo L.P. (Bluewater Grill or Sublessee) for the premises located at 665 North Harbor Drive (Sublease Premises). Bluewater Grill is a seafood restaurant that has operated at this location since 2000 and remains a long-standing waterfront tenant. Approval of the Consent to the First Amendment of the Sublease would extend the lease term to March 12, 2032 and have no effect on the amount of ground rent remitted to the City.

BACKGROUND

On December 13, 1971, the City of Redondo Beach entered into a master lease with Marina Cove, Ltd. for the property commonly known as King Harbor Marina. The master lease has been amended multiple times and was assigned to Majestic KHM, LLC in March 2020. On November 9, 2023, the Lessee exercised a five-year option to renew the master lease, extending the term to March 12, 2032.

The lease allows for portions of the leasehold property to be subleased; however, the Lessee is required to obtain City consent for all subleases, amendments to subleases, and assignments. On October 17, 2000, the City consented to the assignment of the sublease for the premises located at 665 North Harbor Drive to Bluewater Grill. The current sublease term for Bluewater Grill expires on March 12, 2027.

The proposed First Amendment extends the sublease term to March 12, 2032, aligning the sublease term with the extended master lease term. The amendment also revises the minimum guaranteed rent, modifies the percentage rental provisions between Majestic KHM and Bluewater Grill, updates real estate tax responsibilities, establishes interior remodel requirements, and amends insurance and related administrative provisions. The City collects 3.5% of the gross revenue generated by the restaurant. There is no change to this provision as a result of the new sublease. Blue Water has been a successful waterfront tenant for many years. Extending Blue Water's term is a benefit to the

City.

COORDINATION

The Consent to the First Amendment of the Sublease was reviewed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

Approval of the recommended Consent to the First Amendment of the Sublease would result in a monthly rent payment of $15,416.67 to Majestic KHM, LLC. The City receives 3.5% of the restaurant's gross revenue, totaling approximately $230,000 per year. The revenue accrues to the City's Uplands Fund.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - City Consent to the First Amendment of Sublease - Bluewater Grill Redondo L.P.
- Agmt - First Amendment between Majestic KHM, LLC (Master Leaseholder) and Bluewater Grill Redondo L.P. (Sublessee)

CONSENT TO
FIRST AMENDMENT OF SUBLEASE FOR
BLUEWATER GRILL REDONDO L.P.

THIS CONSENT TO AMENDMENT OF SUBLEASE (this "Consent") is made by the CITY OF REDONDO BEACH, a chartered municipal corporation ("Lessor"), Majestic KHM, LLC, a Delaware limited liability company ("Lessee"), and Bluewater Grill Redondo L.P., a California limited partnership ("Sublessee").

WHEREAS, Lessor and Lessee's predecessor, Marina Cove, Ltd., have heretofore entered into a Lease Agreement dated as of December 13, 1971, for the premises commonly known as King Harbor Marina, as amended by a First Amendment, dated April 22, 1974; a Second Amendment, dated June 30, 1975; a Third Amendment, dated November 22, 1982; an unexecuted Fourth Amendment; a Fifth Amendment, dated July 1, 1985; a Sixth Amendment, dated September 1, 2005; a Seventh Amendment, dated September 18, 2012; an Eighth Amendment, dated February 18, 2020; and as assigned to and assumed by Lessee by an Assignment and Assumption of Lease Agreement, dated March 2, 2020 (as amended and assigned, the "Master Lease").

WHEREAS, under the Master Lease, Lessor reserves the right to approve and consent to any sublease, assignment or amendment by Lessee or its successors.

WHEREAS, Lessor has approved and provided its consent to the sublease for 665 North Harbor Drive between Majestic KHM, LLC and Bluewater Grill Redondo L.P. dated as of October 17, 2000 (the "Sublease").

WHEREAS, Lessee has requested Lessor's consent to an amendment of the Sublease as more fully set out in the attached First Amendment To Sublease ("Amendment") dated August 27, 2025, and executed by Lessee and Sublessee. The Amendment extends the term of the Sublease for five (5) years, and amends the Minimum Guaranteed Rent, Percentage Rental, and other terms in the Sublease, which require the consent of Lessor pursuant to the terms of the Master Lease.

NOW, THEREFORE, pursuant to the Master Lease, Lessor hereby issues its approval and consent to the Amendment, which is given subject to the following conditions and covenants of the parties to the Amendment:

1. Lessor consents to the Amendment. This consent is granted only on the terms and conditions stated in this Consent. The Sublease and the Amendment are subject and subordinate to the Master Lease. If there is a conflict between this Consent and the

Sublease or the Amendment respecting Sublessee's obligations to Lessor, the terms, conditions, and obligations of the Master Lease and this Consent shall control. Lessee and Sublessee acknowledge that Lessor is not a party to the Sublease or Amendment and is not bound by any of the terms, covenants, or conditions of the Sublease or the Amendment.

2. Neither the Amendment nor this Consent will:

   a. Release Lessee from any liability, whether past, present or future, under the Master Lease;

   b. Alter the primary liability of Lessee to pay all rent and perform all of Lessee's obligations under the Master Lease (including the payment of all bills rendered by Lessor for charges incurred by Sublessee for services and materials supplied to the Sublease Premises);

   c. Be construed as a waiver of Lessor 's right to consent to any proposed transfer, assignment, or sublease after the date hereof by Lessee under the Master Lease or Sublessee under the Sublease or this Amendment, or as a consent to any portion of the Sublease Premises being used or occupied by any other party;

   d. Grant any rights to Sublessee greater than those rights granted to Lessee under the Master Lease;

   e. Be deemed consent to any other sublease, assignment, or transfer of any kind;

   f. Be construed as consent by Lessor to a term of the Sublease or the Amendment beyond the stated term under the Sublease, and not to any holdover tenancy, whether by operation of law or otherwise, and in no event beyond the term of the Master Lease;

   g. Require Lessor to recognize Sublessee in the event of a default in the Master Lease by Lessee;

   h. Enlarge or in any manner increase Lessor's or Lessee's respective obligations or duties under the Master Lease;

   i. Create obligations or costs to Lessor under the terms of the Sublease or the Amendment, except as may be set forth in the Master Lease or under applicable law, such as Lessor's performance of standard lease administrative functions, regulatory and permitting functions under the Master Lease;

j. Require Lessor to proceed in any action under the Master Lease or this Consent against either Lessee or Sublessee without first exhausting Lessor's remedy against the other; or

k. Modify, waive, amend, or otherwise affect any provision of the Master Lease, including without limitation, any guaranty of the Master Lease.

Upon termination of the Master Lease, Lessor may consent to subsequent subleases and assignments of the Sublease or any amendments or modifications to the Sublease without notifying Lessee or anyone else liable under the Master Lease, including any guarantor of the Master Lease, and without obtaining their consent. No such action by Lessor will relieve those persons from any liability to Lessor or otherwise with regard to the Sublease Premises. Lessee shall not have any obligations with respect to the subsequent subleases and assignments of the Sublease or any amendments or modifications to the Sublease made by Lessor unless Lessee agrees to be bound in writing.

3. Lessee and Sublessee acknowledge that the Master Lease continues in full force and effect, and that there are no prior amendments thereto as of the date of this Consent, except as in writing(s) signed by both the Lessor and the Lessee. This Consent shall not release Lessee of its obligations or alter the primary liability of Lessee to pay the rent and to perform and comply with all of the obligations of Lessee to be performed under the Master Lease.

4. Sublessee acknowledges that it has had an opportunity to review and has reviewed the terms and provisions of the Master Lease. The Sublease and the Amendment are and shall be at all times subject and subordinate to the Master Lease, as such Master Lease may be amended, revised or terminated by Lessor and/or Lessee in accordance with its terms. Lessor is not obligated to notify or obtain the consent of Sublessee, or any guarantor of the Sublease or the Amendment, with respect to any amendment, revision or termination of the Master Lease. In no event shall the term of the Sublease exceed the term of the Master Lease, as the Master Lease may be amended, modified or terminated.

5. Sublessee's use and operation of its business at the Sublease Premises shall not be in violation of any of the terms, covenants, obligations and conditions of the Master Lease. This Consent shall not constitute a consent by Lessor to any subsequent subletting or assignment of any of Lessee's rights under the Master Lease, of any amendments or modifications to the Sublease, or any further subletting or assignment of any of Sublessee's rights under the Sublease. In the event of any

default of Lessee under the Master Lease, Lessor may proceed directly against Lessee or anyone else liable under the Master Lease without prior notice to Sublessee.

6. This Consent shall not be valid without the signature of Lessee and Sublessee. Lessee and Sublessee each acknowledge and agree that in providing its consent to the Amendment, Lessor is relying on the covenants and representations of Lessee and Sublessee made in this Consent. Lessee and Sublessee each represent and warrant that there are no additional payments of rent or any other monetary consideration of any type which has been paid or is payable by Sublessee to or for the benefit of Lessee in connection with the Amendment, other than as disclosed in the Amendment.

7. Sublessee and Lessee acknowledge that a "cleaning fee" assessment will be charged to Sublessee and Lessee by Lessor per the Fisherman's Wharf Special District and City of Redondo Beach Resolutions 6213 and 7818, as such fees may be adjusted from time to time by further actions of the City, and that all amounts shall be paid in full by Sublessee and/or Lessee prior to delinquency.

8. Sublessee and Lessee agree to use, operate and maintain the Sublease Premises in compliance with all applicable federal, state, and local laws, as may be amended from time to time. Specifically, Sublessee and Lessee further agree to comply with all provisions of the Redondo Beach Municipal Code, including but not limited to all current and future administrative design guidelines and standards as applicable. This Consent shall not be construed as the City of Redondo Beach's approval of any improvements to the Sublease Premises, which shall require application and approval in accordance with the normal procedures of the City. Lessee and Sublessee acknowledge that all permits shall be obtained prior to the commencement of any work requiring a permit.

9. Sublessee waives all claims against Lessor for damages to goods, wares, merchandise, buildings, installations and other improvements in, upon, or about the Sublease Premises unless caused by the gross negligence or willful misconduct of Lessor, its officers, agents or contractors.

10. Lessee hereby ratifies and affirms its indemnification obligations to Lessor under the Master Lease. Sublessee hereby indemnifies and holds harmless Lessor, its elected officials and representatives, officers, agents, attorneys and employees from and against any and all claims, demands, loss or liability of any kind or nature which Lessor, its elected officials and representatives, officers, agents, attorneys and employees

may sustain or incur or which may be imposed upon them or any of them as a result of, rising out of, or in any manner connected with (a) the Sublease or the Amendment, (b) the occupancy of any portion of the Sublease Premises by Sublessee, its officers, agents, employees, contractors, concessionaires, licensees, patrons or visitors, (c) Sublessee's negligent acts or omissions or its willful misconduct, or (d) any and all liens for labor, services, supplies or materials arising out of the design, construction, repair, alteration or installation of structures, improvements, equipment or facilities within the Sublease Premises caused by Sublessee, provided, however, that the foregoing indemnity shall not apply to the extent of the gross negligence or willful misconduct of Lessor, its agents, representatives, or employees.

11. Sublessee shall not discriminate against any person or class of persons by reason of sex, race, color, creed, ancestry, national origin, age, physical handicap, or medical condition, or on any other basis that is prohibited by state or federal law, and shall make its accommodations and services available to all persons on a nondiscriminatory basis.

12. Sublessee represents and warrants to Lessor and Lessee that all information and documentation provided to Lessor with respect to the Amendment and Sublessee's experience, business background and financial capacity, is true and correct as of the date of this Consent. Lessee represents and warrants to Lessor that to Lessee's actual knowledge, all written information and documentation provided to Lessor by Lessee prior to the date of this Consent, with respect to the Sublease and Sublessee's experience, business background and financial capacity, is true and correct as of the date of this Consent, to the extent of Lessee's actual knowledge. Further, Lessee and Sublessee represent and warrant, each to the extent of their respective actual knowledge as of the date of the Consent, that the execution of the proposed Amendment, or operation of Sublessee's business in accordance with the terms of the proposed Sublease as amended shall not result in the violation of any Laws.

13. Should any provision of this Consent be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable to the fullest extent permitted by law.

14. This Consent may be modified or amended only by a subsequent writing executed by all of the parties.

15. If any party commences litigation against any other party for the specific performance of this Consent, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, then in the event of any commencement of litigation, the prevailing

party shall be entitled to recover from the applicable party such costs, including, but not limited to, expert witness fees, and reasonable attorney fees as may have been incurred. This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

16. Lessee and Sublessee agree that Lessor will not be liable for any brokerage commission or finder's fee in connection with the consummation of the Amendment or this Consent. Lessee and Sublessee will protect, defend, indemnify, and hold Lessor harmless from any brokerage commission or finder's fee in connection with the consummation of the Amendment or this Consent, and from any cost or expense (including attorney fees) incurred by Lessor in resisting any claim for any such brokerage commission or finder 's fee. The provisions of this section shall survive the expiration or earlier termination of the Sublease or this Consent.

17. Lessee and Sublessee acknowledge that Lessor is not a party to the Sublease or the Amendment and is not bound by any recitals, terms or conditions thereof.

18. This Consent constitutes the final, complete and exclusive statement between the parties to this Consent pertaining to the terms of Lessor's consent to the Amendment, supersedes all prior and contemporaneous understandings or agreements of the parties regarding this Consent, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. Any agreement made after the date of this Consent is ineffective to modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent, and specifically states that agreement modifies this Consent.

19. All terms spelled with initial capital letters in this Consent that are not expressly defined in this Consent will have the respective meanings given such terms in the Master Lease.

20. This Consent is not intended to modify or amend any of the terms and conditions of the Master Lease, nor to alter or diminish any of the rights or alter or add to any of the obligations of Lessor or Lessee under the Master Lease. In the event of a conflict between any rights of or obligations imposed upon Lessor or Lessee under this Consent and the Master Lease, Lessor's and Lessee's rights and obligations shall

be as stated in the Master Lease, as may be amended.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, this Consent is dated this 3rd day of March, 2026.

THE CITY OF REDONDO BEACH,
a chartered municipal corporation

_____
James A. Light, Mayor

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

_____
Joy A. Ford, City Attorney

LESSEE:

MAJESTIC KHM, LLC,
a California limited liability company

SEE PAGE 9 FOR SIGNATURE.

_____
By:
Its:

SUBLESSEE:

BLUEWATER GRILL REDONDO L.P.
a California limited partnership

_____
By: RICHARD STAUNTON
Its: PRESIDENT

LESSEE:

MAJESTIC KHM LLC,
a Delaware limited liability company

By: The Kobe Group, Inc.
a California corporation,
its Managing Member

By: _____
Name: Allen A. Ginsburg
Title: President

FIRST AMENDMENT TO SUBLEASE

This First Amendment to Sublease (this "First Amendment") is dated as of March 3, 2026 (the "Effective Date") by and between Majestic KHM LLC, a Delaware limited liability company ("Lessor") and Bluewater Grill Redondo L.P., a California limited partnership ("Lessee").

A. Lessor's predecessor in interest and Lessee's predecessor entered into that certain Sublease dated March 13, 1964 (the "Original Sublease") concerning those certain premises commonly known as 665 North Harbor Drive, Redondo Beach, California 90277 (the "Premises") consisting of approximately 55,000 square feet of land with a 15,600 square foot restaurant (the "Restaurant") located thereon. The Original Sublease was subsequently amended, sub-subleased and/or assigned and ultimately Lessee's predecessor in interest assigned its interest as lessee under the Sublease to Lessee pursuant to an Assignment of Lease (the "Assignment") which was approved and consented to by both (i) Lessor's predecessor in interest on August 21, 2000 and (ii) the City of Redondo Beach (the "Master Lessor") on October 17, 2000. The Original Sublease is subject to a restated master lease dated December 31, 1971 (the "Master Lease") entered into by and between Master Lessor and Lessor's predecessor in interest. In or about 2019 Lessor purchased the leasehold interest of its predecessor and succeeded as lessor under the Original Sublease and as lessee under the Master Lease.

B. The Original Sublease, as amended, sub-subleased, and ultimately assigned to Lessor and further amended by this First Amendment, shall be collectively referred to herein as the "Sublease". This First Amendment shall be subject to the consent of the Master Lessor as required under the Master Lease.

C. The Term of the Sublease expires on March 12, 2027 (the "Original Expiration Date"), and Lessee has no option to extend the Term of the Sublease.

D. Lessor and Lessee now desire to amend the Sublease to, among other things, extend the Term of the Sublease for five (5) additional years in order to coterminously expire with the Master Lease and to amend the Minimum Guaranteed Rent, Percentage Rental and other terms in the Sublease, all as more particularly hereinafter provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. First Extended Term. The Term of the Sublease is hereby extended for a period of five (5) consecutive years (said period, the "First Extended Term") commencing on March 13, 2027 (the "First Extended Term Commencement Date") and expiring on March 12, 2032 (the "First Extended Term Expiration Date"), subject to all of the terms, covenants and conditions contained in the Original Sublease as amended by this First Amendment.

2. Minimum Guaranteed Rent. From the Effective Date and continuing through the Original Expiration Date, Lessee shall pay Minimum Guaranteed Rent in the amount of $185,000.00 per year, and $15,416.67 per month. Thereafter, commencing on the First Extended Term Commencement Date and again on March 13, 2030, the Minimum Guaranteed Rent shall be increased by the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim compiled and published by the U.S. Bureau of Labor Statistics. Moreover, as of the Effective Date, (i) Section 1 of Article IV in the

Original Sublease; and (ii) all references to "$13,992.00" and "five (5) year period" in Section 3 of Article IV in the Original Sublease, are hereby deleted in their entirety.

3. Percentage Rental. Retroactive to April 1, 2025 (the "Adjustment Date"), Lessee shall pay Lessor a total Percentage Rental equal to seven percent (7%) of Lessee's total gross sales less (i) the Percentage Rental of three and one-half percent (3.5%) of Lessee's total gross sales that is paid to Master Lessor; and (ii) the then current Minimum Guaranteed Rent. By way of example, if Lessee's total gross sales for calendar year 2026 is $7,000,000.00 then Percentage Rental would be calculated as follows: $490,000.00 (i.e., 7% of $7,000,000.00) - $245,000.00 (i.e., 3.5% of $7,000,000.00) - $185,000.00 (i.e., annual Minimum Guaranteed Rent for 2026) = $60,000.00. Accordingly, retroactive to the Adjustment Date, the tiered percentages for Percentage Rental set forth in Section 2 of Article III in the Original Sublease are hereby deleted in their entirety.

4. Real Estate Taxes. Retroactive to the Adjustment Date, Lessee shall pay its monthly proportionate share of the real estate taxes for the Premises (the "Real Estate Taxes"), which proportionate share shall equal to 9.24% (the "Lessee's Share"). Lessee shall pay Lessee's Share of Real Estate Taxes at the same time and manner each month as Minimum Guaranteed Rent is due and payable.

5. Remodel Work. Subject to review and approval of Lessee's plans and specifications by Lessor and Master Lessor, Lessee agrees to complete a remodel of the interior of the Restaurant (the "Remodel Work") (i) between January 2, 2026 and February 1, 2026; (ii) with similar or better quality of finishes and improvements as now exists in the interior of the Restaurant; and (iii) in compliance with Sections 6 and 7 of Article VI in the Original Sublease. Upon completion of the Remodel Work, Lessee shall provide Lessor with copies of paid invoices for labor and materials evidencing that Lessee has spent no less than $475,000.00 for Remodel Work costs. Lessor shall not be obligated to provide any allowance for the Remodel Work and all Remodel Work costs shall be paid by Lessee at its sole cost and expense. During the Remodel Work, Lessee may close for business but must continue to pay Minimum Guaranteed Rent, Percentage Rental and Real Estate Taxes.

6. Insurance. As of the Effective Date, Sections 2 and 3 of Article X in the Original Sublease and Section 1 of the Article XI in the Original Sublease are hereby deleted in their entirety and replaced with the following: Lessee shall, at Lessee's expense, obtain and keep in force the following insurance: (a) Commercial General Liability Insurance covering Bodily Injury and Property Damage for a minimum amount of $3,000,000.00 per occurrence and $3,000,000.00 in the annual aggregate per location and no less than $2,000,000.00 in excess/umbrella coverage per occurrence and in the aggregate, which may be satisfied via combination of primary and umbrella/excess liability policies as needed; (b) Property Insurance written on a Cause of Loss-Special Form policy, with coverage for broad form water damage including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Lessee's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises and any leasehold improvements performed by or for the benefit of Lessee; (c) Workers' Compensation Insurance in amounts required by law; (d) Employer's Liability Coverage of at least $1,000,000.00 per accident; (e) business interruption insurance in amounts sufficient to reimburse Lessee for direct and indirect loss of earnings attributable to perils commonly insured against by prudent Lessees in Lessee's business or due to loss of access to the Premises as a result of such perils and equal to at least twelve (12) months of rental value; (f) automobile liability insurance for Lessee owned, leased, hired, and non-owned vehicles that are used for business with a combined single limit of not less than $1,000,000.00; and (g) liquor liability insurance which shall be a minimum of $3,000,000.00 for each occurrence and $3,000,000.00 in the aggregate. The limit of any such insurance shall not, however, limit the indemnification or liability of the Lessee hereunder.

7. Notices. Section 13 of Article XXVIII in the Original Sublease is hereby deleted in its entirety and replaced with the following: "All notices, statements, demands, requests and consents which may or are to be required or permitted to be given by either party on the other hereunder, shall be in writing and shall be sent by certified United States Mail postage pre-paid return receipt requested, or reputable overnight courier service (such as Federal Express) or hand delivered, and addressed to the respective parties at the addresses herein below, or to such other place that the parties may from time to time designate in a notice provided pursuant to this paragraph, and shall be deemed given on the date of delivery or refusal of delivery (or is designated as not deliverable):

To Lessor at:

c/o GGE Management LLC
208 Yacht Club Way
Redondo Beach, CA 90277
Attn: Patrick O. Elkin

To Lessee at:

630 Lido Park Drive
Newport Beach, CA 92663

With a copy to:

The Edgecumbe Law Firm
2780 Skypark Drive, Suite 201
Torrance, CA 90505
Attn: Craig Edgecumbe, Esq.

8. Condition of Premises. Lessee acknowledges that it has been in possession of the Premises for over twenty-four (24) years and has no claims against Lessor, and therefore releases Lessor from any claim, loss, liability, cost or expense in connection with the Premises up to the Effective Date. Lessee hereby accepts the Premise in as-is condition and subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the Premises and accepts the Sublease subject thereto. Lessee acknowledges that it has satisfied itself by its own independent investigation that the Premises is suitable for its intended use, and that neither Lessor nor any of its agents has made any representation or warranty as to the present or future suitability of the Premises for the conduct of Lessee's business. Lessor has no knowledge if the Premises have undergone an inspection by a Certified Access Specialist (CASp). The following disclosure is hereby made pursuant to applicable California law: A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, Lessor may not prohibit Lessee from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Lessee, if requested by Lessee. If so requested, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

9. Brokers. Each party to this First Amendment represents and warrants to the other that it has not dealt with any broker in connection with the negotiation and consummation of this First Amendment, and it knows of no other real estate broker, agent or finder who is, or might be, entitled to a commission or compensation in connection with this First Amendment. Each party agrees to indemnify and defend the other party against, and hold the other party harmless from, any and all claims, demands, losses, liabilities, damages, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees and costs) with respect to any other leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent.

10. Exculpation. It is expressly understood and agreed that notwithstanding anything in the Sublease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Lessor and Lessor's officers, directors, agents, managers, members, partners, shareholders, successors and assigns ("Lessor Parties") and any recourse by Lessee against Lessor or the Lessor Parties shall be limited solely and exclusively to an amount which is equal to the interest of Lessor in the Premises, and neither Lessor nor any of the Lessor Parties shall have any personal liability therefore, and Lessee hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Lessee.

11. OFAC. Lessee represents and warrants to, and covenants with, Lessor that neither Lessee nor any of its respective constituent owners or affiliates currently are, or shall be at any time during the Term hereof, in violation of any laws relating to terrorism or money laundering, including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56).

12. Authorization. Lessor and Lessee covenant that each individual executing this First Amendment by and on behalf of such party is a person duly authorized to execute this First Amendment for that party.

13. Successors and Assigns. All of the terms and provisions of this First Amendment shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

14. Execution Required. This First Amendment shall not be binding upon Lessor and Lessee until such time as Lessor and Lessee both have executed the same.

15. Ratification. All terms and conditions under the Sublease shall remain in full force and effect unless expressly modified herein. Lessee hereby ratifies and reaffirms all terms, covenants, and conditions of the Sublease as amended by this First Amendment. In the event of any conflict between the terms of the Sublease and the terms of this First Amendment the terms of this First Amendment shall govern and prevail.

16. Definitions; Exhibits. The definition of all capitalized terms shall be the same as set forth in the Sublease, unless otherwise defined herein. All Exhibits attached to this First Amendment are incorporated into and made a part of this First Amendment.

17. Counterparts; PDF. This First Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same instrument. Delivery of an executed counterpart of this First Amendment by facsimile or electronic (PDF) transmission shall be equally as effective as delivery of a manually executed counterpart of this First Amendment.

18. California Certified Access Specialist Inspection Compliance: Pursuant to the requirements of California Civil Code Section 1938, Landlord hereby notifies Tenant that the Premises has not been inspected by a California Certified Access Specialist (a "CASp"). As required by California Civil Code Section 1938 (e), Tenant is hereby notified that

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

Should Tenant elect to have the Leased Premises inspected by a CASp (the "**Inspection**"), the Inspection will be at Tenant's sole cost and expense, limited to the Leased Premises and must be performed by a CASp who has been approved or designated by Landlord prior to the inspection or by a CASp. Any Inspection must be performed in a manner which minimizes the disruption of business activities in the Shopping Center and at a time mutually convenient to Landlord and Tenant. Landlord reserves the right to be present during the Inspection. Tenant agrees to: (i) promptly provide to Landlord a copy of the report or certification prepared by the CASp (the "**Report**"), (ii) keep the information contained in the Report confidential, except to the extent required by laws or to the extent disclosure is needed in order to complete any necessary modifications or improvements required to comply with all applicable accessibility standards under state or federal law as well as any other improvements or alterations required by the Report or that may be otherwise required to comply with applicable Laws accessibility requirements (the "**Access Improvements**"). In the event there is a need to perform Access Improvements, Tenant agrees that it will promptly complete all of the Access Improvements, at its sole cost and expense, as part of the Tenant's Work or alterations to the Premises, in accordance with plans approved by Landlord pursuant to this Lease. This Section only applies to the Access Improvements and does not in way amend or modify any other repair, maintenance, compliance with law or other obligation of Landlord or Tenant under this Lease.

[REMAINDER INTENTIONALLY BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

LESSOR:

MAJESTIC KHM LLC,
a Delaware limited liability company

By: The Kobe Group, Inc.
a California corporation,
its Managing Member

By: _____

Name: Allen A. Ginsburg

Title: President

LESSEE:

BLUEWATER GRILL REDONDO L.P.,
a California limited partnership

By: Bluewater Redondo Beach, Inc.
General Partner

By: _____

Name: Richard Staunton

Title: Chief Executive Officer

Consent of City of Redondo Beach

The undersigned is the Master Lessor under the Master Lease described in the above First Amendment and consents to the First Amendment, waiving none of its rights under the Master Lease.

Date: _____

CITY OF REDONDO BEACH

By: _____

Name: _____

Title: _____

Administrative Report

H.12., **File #** 26-0204 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: STEPHEN SPRENGEL, CHIEF OF POLICE

TITLE

ADOPT BY 4/5THS VOTE AND TITLE ONLY RESOLUTION NO. CC-2603-011, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO APPROPRIATE $27,000 IN ADDITIONAL GRANT YEAR 2023 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND

AUTHORIZE THE PURCHASE OF THREE VEHICLE-MOUNTED MOBILE LICENSE PLATE READER CAMERAS AND ASSOCIATED WARRANTY, DEVICE LICENSE FEE, AND INSTALLATION COSTS FROM MOTOROLA SOLUTIONS, INC., IN THE AMOUNT OF $41,910, THROUGH A COOPERATIVE PURCHASING AGREEMENT, UTILIZING STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT FUNDS

EXECUTIVE SUMMARY

The State Homeland Security Program (SHSP) is a multi-year, federal grant program designed to prevent, protect, mitigate, respond to, and recover from acts of terrorism. Funding originates from the federal government and is distributed to the California Governor's Office of Emergency Services (Cal OES), which then allocates the funds to counties, who ultimately award grant funds to local jurisdictions.

The City of Redondo Beach was a subrecipient in Los Angeles County for the 2023 SHSP grant award cycle in the amount of $58,728, for which the performance period extends through May 31, 2026. These funds were awarded to the Police and Fire Departments to procure approved equipment, including mobile two-way radios and rescue apparatus, along with open water rescue training for firefighters.

Los Angeles County informed the City that there is an available fund balance from the 2023 SHSP grant cycle of $27,000 related to a mobile license plate reader (LPR) project that was not completed. The Police Department has been offered the opportunity to receive these funds to purchase the equipment and complete this project type.

Staff recommends City Council adopt a resolution appropriating the additional $27,000 in 2023 SHSP grant funds, and approve the purchase of three vehicle-mounted mobile LPR cameras with related warranty, device licenses, and installation costs in the amount of $41,910 through a cooperative purchasing agreement. The proposed purchase will utilize the additional available grant funds and a

portion of the prior grant award. No matching funds are required from the City, and all grant funds will be distributed to the City on a reimbursement basis.

BACKGROUND

Funds from the SHSP grant program assist public safety agencies with the purchase of equipment that aids in the prevention and response to potential terrorist acts. On January 15, 2026, Los Angeles County informed the City that there was $27,000 in funding available from the 2023 SHSP grant cycle. In this case, the funds were associated with an award to another agency for the purchase of mobile LPR camera systems, which the agency was unable to complete. Rather than forego the funds, Los Angeles County offered this amount to any other agency with an existing grant agreement that can utilize the funds for the same project type.

The Police Department has the ability to accept the funds and purchase three mobile LPR cameras to mount on patrol vehicles. Mobile LPRs are vehicle-mounted camera systems that automatically capture and analyze license plate images in real-time as officers patrol the City. Using advanced optics and software, the system scans plates from passing or parked vehicles and alerts officers to vehicles of interest such as stolen vehicles, vehicles associated with wanted persons, missing persons cases, or vehicles related to active investigations.

The addition of mobile LPR cameras provides a significant operational benefit to the Police Department by increasing situational awareness while reducing reliance on manual plate verification. Officers can proactively identify subject vehicles without diverting attention from driving, improving both efficiency and officer safety. The technology also enhances investigative capabilities by providing valuable data to support crime analysis, suspect tracking, and case resolution. Mobile LPR cameras serve as a force multiplier, allowing the Department to do more with existing resources to strengthen public safety.

The Police Department has utilized Motorola mobile LPR technology since 2006, when the City Council first approved deployment of mobile LPR systems on patrol vehicles. The technology was originally provided by Vigilant Solutions, which was later acquired by Motorola Solutions in 2018. Over time, these systems have been deployed on various police vehicles and trailers to support proactive law enforcement operations. Currently, the Police Department operates one Motorola mobile LPR system deployed on a Parking Enforcement vehicle.

All data collected through the City's Motorola Solutions mobile LPR system remains the property of the City of Redondo Beach and is not sold or commercialized. Access is restricted to authorized Police Department personnel through credentialed user accounts, and all user activity, including logins and search queries, is logged and subject to audit. Mobile LPR data is retained in accordance with Department policy and applicable California law, and may be preserved longer when associated with a criminal investigation. Facial recognition is not a feature of the City's mobile LPR system.

Motorola's LPR technology operates within a secure cloud-based environment and is designed using FBI's Criminal Justice Information Services (CJIS) Security Policy controls as a framework. Motorola also supports compliance with CJIS personnel security requirements, including background screening, security awareness training, and execution of CJIS Security Addenda, when required. The system incorporates role-based user access controls, encrypted data transmission, secure cloud storage, and encrypted network connectivity through Internet Protocol Security (IPSEC) tunnel

configuration where applicable. IPSEC (Internet Protocol Security) is an internationally recognized encryption and authentication standard developed and maintained by the Internet Engineering Task Force (IETF), the global standards body responsible for core Internet protocols. It is widely used across government and commercial sectors to secure network communications and virtual private network (VPN) connections. Motorola will support the City in the event of a CJIS technical audit request.

The mobile LPR cameras will be purchased from Motorola Solutions, Inc. utilizing a Sourcewell cooperative purchasing agreement, Contract #101223-MOT. Cooperative purchasing programs offer valuable benefits to local government by providing access to legitimately solicited contracts with competitive pricing, without expending City resources on conducting its own request for bid. Utilizing cooperative purchasing agreements complies with the City's established purchasing policies and the Redondo Beach Municipal Code. The Sourcewell cooperative purchasing contract with Motorola is valid through December 15, 2027 and includes specific contract clauses required when making purchases with federal funds.

COORDINATION

The resolution appropriating the grant funds has been reviewed as to form by the City Attorney's Office. The Police Department will coordinate the equipment purchase with the Information Technology Department, and all reimbursement claims with the Financial Services Department.

FISCAL IMPACT

The grant is fully funded by Cal OES via SHSP. The budget modification will appropriate an additional $27,000 in grant funds, bringing the total 2023 SHSP grant award to $85,728. Funds will be dispersed to the City on a reimbursement basis, and there is no requirement for local matching funds.

The cost of the mobile LPR cameras, warranty, device license fee, and installation, is $41,910. The amount will be fully funded by the 2023 SHSP grant award. No General Funds will be used for the proposed purchase.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Resolution No.CC-2603-011 Appropriating additional 2023 SHS Grant Funds
- Reso - No. CC-2501-002 Appropriating $58,728 in 2023 SHSP Grant Year Funds, January 21, 2025
- Administrative Report - Approving Resolution No. CC-2501-002 City Council 2023 SHSP Grant Funds totaling $58,728, January 21, 2025
- Administrative Report - City Council Approving 2023 SHSP Grant Agreement totaling $58,728, December 10, 2024
- Agmt - Subrecipient Agreement with the County of Los Angeles for the 2023 SHSP Grant, Signed by the City of Redondo Beach February 5, 2025
- Quote Motorola Solutions, Inc. Mobile License Plate Readers

- Sourcewell Cooperative Purchasing Agreement Contract #101223-MOT
- Certificate of Insurance Motorola Solutions, Inc.

RESOLUTION NO. CC-2603-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO APPROPRIATE $27,000 IN ADDITIONAL GRANT YEAR 2023 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND

WHEREAS, it is the intention of the City Council of the City of Redondo Beach ("City Council") to review the adopted budget from time to time;

WHEREAS, the City of Redondo Beach ("City") adopted budget needs to be modified to accept and appropriate additional grant revenues;

WHEREAS, the City was awarded funds from the 2023 State Homeland Security Program ("SHSP"), administered by the U.S. Department of Homeland Security through the California Governor's Office of Emergency Services (Cal OES) as the Subgrantee and the County of Los Angeles ("County") as its Subrecipient, in the amount of $58,728 for grant year 2023;

WHEREAS, the City previously appropriated $58,728 in 2023 SHSP grant funds in Fiscal Year 2024-2025;

WHEREAS, the County of Los Angeles notified the City that an additional $27,000 in 2023 SHSP grant funds has been made available to the City, with expenditures required to be made by April 30, 2026, pursuant to the 2023 SHSP Subrecipient Agreement;

WHEREAS, the 2023 SHSP Federal Award performance period runs from September 1, 2023 through May 31, 2026;

WHEREAS, SHSP provides federal funds to enhance public safety capabilities, such as equipment, training, and planning activities to prevent, respond to, and recover from threats or acts of terrorism;

WHEREAS, the City Police Department intends to use the awarded funds for equipment, related public safety initiatives, as approved by the SHSP funding authority;

WHEREAS, the City Council has approved the receipt and appropriation of past grant funding for similar public safety programs; and

WHEREAS, the City's adopted budget for fiscal year 2025-2026 shall be modified to accept and appropriate these additional grant funds from the 2023 SHSP for this purpose.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the amounts allocated in the budget for Fiscal Year 2025-2026 and the amounts required to meet conditions which have arisen during the budget year, require a

modification in the budget appropriations; and, upon recommendation of the City Manager, the budget appropriation as adopted in Fiscal Year 2025-2026 is modified as follows:

> $27,000 in grant funds awarded from the State Homeland Security Program shall be appropriated to the Intergovernmental Grants Fund.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City Fiscal Year 2025-2026 in accordance with the above modification.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2026.

_____
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 Resolution No. CC-2603-011 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 3rd day of March, 2026, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

RESOLUTION NO. CC-2501-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2024-2025 BUDGET MODIFICATION TO APPROPRIATE $58,728 IN GRANT YEAR 2023 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS TO THE INTERGOVERNMENTAL GRANTS FUND

WHEREAS, it is the intention of the City Council of the City of Redondo Beach ("City Council") to review the adopted budget from time to time;

WHEREAS, the City of Redondo Beach ("City") adopted budget needs to be modified to accept unanticipated revenues;

WHEREAS, the City was awarded funds from the 2023 State Homeland Security Program ("SHSP"), administered by the U.S. Department of Homeland Security through the California Governor's Office of Emergency Services (Cal OES) as the Subgrantee and the County of Los Angeles ("County") as its Subrecipient, in the amount of $58,728 for grant year 2023;

WHEREAS, the SHSP Program funds will be made available to the City for the period of September 1, 2023, to May 31, 2026, under the terms of the 2023 SHSP Subrecipient Agreement, with the federal award dated October 18, 2023;

WHEREAS, the SHSP provides federal funds to enhance public safety capabilities, such as equipment, training, and planning activities to prevent, respond to, and recover from threats or acts of terrorism;

WHEREAS, the City Fire and Police departments intend to use the awarded funds for equipment, training, and related public safety initiatives, as approved by the SHSP funding authority;

WHEREAS, the City Council has approved the receipt and appropriation of past grant funding for similar public safety programs; and

WHEREAS, the City's adopted budget for fiscal year 2024-2025 shall be modified to accept and appropriate these grant funds from the 2023 SHSP for this purpose.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the amounts allocated in the budget for Fiscal Year 2024-2025 and the amounts required to meet conditions which have arisen during the budget year, require a modification in the budget appropriations; and, upon recommendation of the City Manager, the budget appropriation as adopted in Fiscal Year 2024-2025 is modified as follows:

$58,728 in grant funds awarded from the State Homeland Security Program shall be appropriated to the Intergovernmental Grants Fund.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City Fiscal Year 2024-2025 in accordance with the above modification.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 21st day of January, 2025.

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

APPROVED AS TO FORM:

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

ATTEST:

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

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2501-002 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 21st day of January, 2025, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES: NEHRENHEIM, LOEWENSTEIN, KALUDEROVIC, OBAGI, JR., BEHRENDT

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, CMC
City Clerk

Administrative Report

H.10., **File #** 25-0040 **Meeting Date:** 1/21/2025

To: **MAYOR AND CITY COUNCIL**

From: JOE HOFFMAN, CHIEF OF POLICE
PATRICK BUTLER, FIRE CHIEF

TITLE

APPROVE BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2501-002 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2024-2025 BUDGET MODIFICATION TO APPROPRIATE $58,728 IN GRANT YEAR 2023 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS TO THE CITY'S INTERGOVERNMENTAL GRANTS FUND

EXECUTIVE SUMMARY

The Police and Fire Departments have been awarded 2023 State Homeland Security Program (SHSP) grant funding. SHSP grants originate from the California Governor's Office of Emergency Services (CAL OES) and are allocated to local counties. The counties then award grant funds, via subrecipient agreements, to local jurisdictions. The City is a subrecipient of Los Angeles County for the 2023 SHSP grant award cycle and has been awarded $58,728 of grant funds. The City Council approved the Subrecipient Agreement with LA County on December 10, 2024.

If approved, the proposed Resolution will authorize a budget modification to appropriate the grant funds, which will be utilized by the Police and Fire Departments to procure agency-approved equipment and provide training to prevent, respond to, and recover from threats or acts of terrorism. The funds will be distributed to the City on a reimbursement basis.

BACKGROUND

The Los Angeles County Chief Executive Office is responsible for managing the SHSP grant and overseeing the grant funds distributed to specified jurisdictions within Los Angeles County, including the City of Redondo Beach.

SHSP is a multi-year program with a 3-year performance period. The 2023 SHSP extends from September 1, 2023 through February 28, 2026 with the Los Angeles County Subrecipient Agreement setting the guidelines for grant management.

SHSP assists local agencies with the purchase of equipment to support public safety activities that have been approved by the funding authority to address issues related to terrorism. For the 2023 SHSP grant award cycle, the Police Department was awarded funds to purchase portable radios for emergency communications and the Fire Department was awarded resources to fund staffing costs for planned open water rescue training.

COORDINATION

The Resolution was reviewed as to form by the City Attorney's Office. The Police and Fire Departments will coordinate all reimbursement claims with the Financial Services Department.

FISCAL IMPACT

The grant is fully funded by CAL OES in the amount of $58,728, and will be distributed to the City on a reimbursement basis. There is no requirement for local matching funds.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Reso - CC-2501-002 Authorizing a FY 2024-25 Budget Modification to Appropriate 2023 SHSP Grant Funds to the Intergovernmental Grants Fund
- Agmt - 2023 SHSP Subrecipient Agreement, December 10, 2024
- Administrative Report - City Council, December 10, 2024

Administrative Report

H.6., **File #** 24-1729 **Meeting Date:** 12/10/2024

To: **MAYOR AND CITY COUNCIL**

From: JOE HOFFMAN, CHIEF OF POLICE
PATRICK BUTLER, FIRE CHIEF

TITLE

APPROVE A GRANT YEAR 2023 STATE HOMELAND SECURITY PROGRAM (SHSP) SUBRECIPIENT AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR AN AMOUNT OF $58,728 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

EXECUTIVE SUMMARY

State Homeland Security Program (SHSP) grant funding originates from the California Governor's Office of Emergency Services (CAL OES) and is allocated to local counties. The counties then award grant funds, via subrecipient agreements, to local jurisdictions. The City is a subrecipient of Los Angeles County for the 2023 SHSP grant award cycle and has been awarded $58,728 of grant funds.

The grant funds will be utilized by the Police and Fire Departments to procure agency-approved equipment and provide training to prevent, respond to, and recover from threats or acts of terrorism. The funds will be distributed to the City on a reimbursement basis.

BACKGROUND

The Los Angeles County Chief Executive Office is responsible for managing the SHSP grant and overseeing the grant funds distributed to specified jurisdictions within Los Angeles County, including the City of Redondo Beach.

SHSP is a multi-year program with a 3-year performance period. The 2023 SHSP extends from September 1, 2023 through February 28, 2026. Los Angeles County's Subrecipient Agreement sets forth the guidelines for grant management.

SHSP assists local agencies with the purchase of equipment to support public safety activities that have been approved by the funding authority that address issues related to terrorism. Specifically for the 2023 SHSP, the Police Department was awarded funds to purchase portable radios for emergency communications and the Fire Department was awarded funds to cover staffing costs for planned open water rescue training.

COORDINATION

The Subrecipient Agreement has been reviewed as to form by the City Attorney's Office. Following

execution by the City, the Agreement will be transmitted to Los Angeles County for consideration of approval by the Board of Supervisors. The Police and Fire Departments will coordinate reimbursement claims with the Financial Services Department.

FISCAL IMPACT

The grant is fully funded by CAL OES in the amount of $58,728, and will be distributed to the City on a reimbursement basis. There is no requirement for local matching funds.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Los Angeles County State Homeland Security Program Grant Year 2023 Subrecipient Agreement

State Homeland Security Program
Subrecipient Agreement
Grant Year 2023

Between the

County of Los Angeles

and the

City of Redondo Beach

SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND
THE CITY OF REDONDO BEACH

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Redondo Beach, a public agency (the "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 - Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2023 SHSP, Federal Award Identification No. 037-00000, Federal Award dated October 18, 2023 with a performance period of September 1, 2023 to May 31, 2026. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) #MKQ9AQH7R2S5, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2023 SHSP grant from Cal OES in the total amount of $9,481,457; and

WHEREAS, the CEO now wishes to distribute 2023 SHSP grant funds to the Subrecipient in the amount of $58,728, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on September 10, 2024 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and

B. City of Redondo Beach, a public agency, having its principal office at _____ __415 Diamond Street, Redondo Beach, CA 90277_____.

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:

1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa
County of Los Angeles - Chief Executive Office
500 West Temple Street, Room 796
Los Angeles, CA 90012
Phone: (213) 974-1127
CHirakawa@ceo.lacounty.gov

Kasey Dizon
County of Los Angeles - Chief Executive Office
500 West Temple Street, Room 796
Los Angeles, CA 90012
Phone: (213) 974-1764
KDizon@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	James A. Light, Mayor
Organizational UEI #:	XFZ7GZAJZGM6
Address:	415 Diamond Street
City/State/Zip:	Redondo Beach, CA 90277
Phone:	310-697-3088
Email:	james.light@redondo.org

With a copy to:

Name and Title:	Joe Hoffman, Chief of Police
Organization:	City of Redondo Beach Police Dept
Address:	401 Diamond Street
City/State/Zip:	Redondo Beach, CA 90277
Phone:	310-697-3473
Email:	joe.hoffman@redondo.org

B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.

C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and

will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.

C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.

D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2023 to February 28, 2026, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §503, below.

§202. Use of Grant Funds

A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2023 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

   Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

   Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.

C. Subrecipient must review the Federal Debarment Listing at https://www.sam.gov/search/ prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.

D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of $250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.

E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.

F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's

report(s). In the event the Subrecipient does not meet the Single Audit Threshold expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.

H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.

I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.

J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at https://www.fema.gov/authorized-equipment-list and the Funding Guidelines of the 2023 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2023 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;

3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs $5,000.00 or more per unit. Items costing less than $5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.

1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.

3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the

property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.

5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.

M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.

N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at https://www.firstrespondertraining.gov/frts/.

P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at https://www.fema.gov/hseep.

Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of this Agreement.

S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of $58,728 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2023 SHSP Grant Award Letter from Cal OES.

B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

   For Training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES Feedback number has been assigned to the course, and timesheets and payroll registers for all training attendees.

   For Exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

   For Planning reimbursements, Subrecipient must include a copy of the final tangible product.

C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in

§301.A., above, will not be utilized. As provided in §503, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.

E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.

F. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

   County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion,

national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition.

Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at https://www.justice.gov/crt.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2.

To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

    1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

    2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

    3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

    1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

    2. The term "financial or other interest" means:

        a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

        b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.

E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

These requirements include, but are not limited to:

1. CFR

   Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

   Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

   Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

   None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

   Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; 0) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human

subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93- 523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Granter agency of the receipt of any communication from the Director of the EPA Office of Federal

Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (0MB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program.

Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit

Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. Travel Expenses

   Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out- of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

   Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Granter for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2023 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

§412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts,

including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

The County of Los Angeles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or Direct Deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at https://directdeposit.lacounty.gov/. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

§503. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (27) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Subrecipient and the County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

BY _____ Dec 17, 2025
JOSEPH M. NICCHITTA Date
Acting Chief Executive Officer

BY _____ on behalf of
EDWARD YEN
Executive Officer, Board of Supervisors

BY Connie Yee, Chief Deputy Auditor-Controller
Digitally signed by Connie Yee, Chief Deputy Auditor-Controller
Date: 2025.07.03 10:30:35 -07'00'
OSCAR VALDEZ
Auditor-Controller

APPROVED AS TO FORM

DAWYN R. HARRISON
County Counsel

BY _____
Deputy County Counsel

CITY OF REDONDO BEACH

BY DocuSigned by: _____ James A. Light 2/5/2025 | 11:17 AM PST
James A. Light, Mayor (Print Name) Date

APPROVED AS TO FORM

BY DocuSigned by: Michael W. Webb _____ Michael W. Webb 2/5/2025 | 10:43 AM PST
Michael W. Webb, City Attorney (Print Name) Date

ATTEST

BY DocuSigned by: Eleanor Manzano _____ Eleanor Manzano, CMC 2/5/2025 | 11:33 AM PST
Eleanor Manzano, CMC, City Clerk (Print Name) Date

EXHIBITS

Exhibit A	Certification and Disclosure Regarding Lobbying
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Drug Free Workplace
Exhibit D	Certification of Grant Assurances
Exhibit E	Final Grant Award Letter and Project Worksheet
Exhibit F	2023 Notice of Funding Opportunity & 2023 Cal OES Supplemental to Federal Notice of Funding Opportunity
Exhibit G	Reimbursement Form and Instructions
Exhibit H	Monitoring Instrument

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DS

Initials_____

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Certification Regarding Lobbying

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: City of Redondo Beach

Signature of Authorized Agent: DocuSigned by: 6BC0853B8F644F1...

Printed Name of Authorized Agent: James A. Light

Title: Mayor Date: 2/5/2025 | 11:17 AM PST

Initials: DS JAL

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

23-SHSP-RBPD
AGREEMENT NUMBER

City of Redondo Beach
CONTRACTOR/BORROWER/AGENCY

James A. Light, Mayor
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

DocuSigned by:
6EC085388F844F1...
SIGNATURE

2/5/2025 | 11:17 AM PST
DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," " primary covered transaction," 'principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded form participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21

COMPANY/ORGANIZATION NAME:

The contractor or grant recipient named above hereby certifies compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace. The above-named contractor or recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.

2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:

   (a) Will receive a copy of the company's drug-free policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or Recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

James A. Light

OFFICAL'S NAME

2/5/2025 | 11:17 AM PST

DATE EXECUTED

Los Angeles

EXECUTED IN THE COUNTY OF

DocuSigned by:

6EC0853B8F644F1...

CONTRACTOR or RECEIPEINT SIGNATURE

Mayor

TITLE

95-6000813

FEDERAL I.D. NUMBER

STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, *(Chapter 1170, Statutes of 1990),* which established the Drug-Free Workplace Act of 1990, the City of Redondo Beach *(your agency)* accordingly provides this statement of compliance.

In order to maintain funding eligibility, state agencies, along with those in receipt of grant and contractual awards, must certify that they provide drug-free workplaces and have issued drug-free workplace statements to their employees *[Section 8355(a) of the Government Code]*. Consequently, in accordance with this directive, this statement is issued to meet this requirement.

The City of Redondo Beach (*your agency*), an agency within the State of California has adopted this statement in compliance with legislation which addresses issues to avoid the dangers arising from drug and alcohol abuse in the workplace. These dangers include death and injury to the employee, co-workers, or the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances. *[Section 8355(b)(1)]*

California law prohibits the unlawful manufacture, dispensation, possession, or illegal use of a controlled substance. That prohibition extends to all places and includes the worksite of California state employees. *[Section 8355(a)]*

Employees convicted of a violation of criminal drug statute, when the violation occurred at an employee's worksite, shall report the conviction to the granting and monitoring State agency upon conviction. *[Section 8356(a)(1)(2)]*

In the event of the unlawful manufacture, distribution, dispensation, possession or illegal use of a controlled substance at a State worksite, the State may take disciplinary action pursuant to the law and/or require the satisfactory completion of a drug abuse assistance or rehabilitation program. *[Section 8355(b)(4)]*

The Employee Assistance Program (EAP) provides drug problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all agency employees. Procedures exist to ensure the confidentiality of EAP records. Contact your personnel office for further information.

It is the intent of the City of Redondo Beach (*your agency)* to ensure by execution of this statement of compliance that each employee shall abide by the terms of this drug-free workplace statement. *[Section 8355(c)]*

EXHIBIT D

COUNTY OF LOS ANGELES

2023 CERTIFICATION OF GRANT ASSURANCES

As the duly authorized representative of the Subrecipient, I hereby certify Subrecipient's complete acceptance of Exhibit D, and agreement to abide by all provisions, assurances, conditions and requirements of the Grant Assurances therein.

BY DocuSigned by: 6BC085388F644F1...	James A. Light, Mayor	2/5/2025 | 11:17 AM PST	
City Representative/Title (Signature)	(Print Name)	Date	

APPROVED AS TO FORM

BY DocuSigned by: Michael W. Webb 669049EDE03D402...	Michael W. Webb	2/5/2025 | 10:43 AM PST	
City Attorney (Signature)	(Print Name)	Date	

ATTEST

BY DocuSigned by: Eleanor Manzano 72F2AC716C214CF...	Eleanor Manzano, CMC	2/5/2025 | 11:33 AM PST	
City Clerk (Signature)	(Print Name)	Date	

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

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Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance
The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities
As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

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

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Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—

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Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

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OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and

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Cal OES
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OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds.

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Initials _____

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)

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Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. JAL

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Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

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Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

24. Copyright
The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act
The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status
The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974
The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

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Initials _____

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement
If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights
Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM
If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing
The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance
If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a "Buy America" preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a "Buy America" preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: City of Redondo Beach

Signature of Authorized Agent: DocuSigned by: 6BC0853B8F844F1...

Printed Name of Authorized Agent: James A. Light

Title: Mayor Date: 2/5/2025 | 11:17 AM PST

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GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 18, 2023

Fesia A. Davenport
Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012

DELIVERED VIA E-MAIL: FDavenport@ceo.lacounty.gov

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP)
Subaward #2023-0042, Cal OES ID#037-00000
Subaward Period of Performance: 09/01/2023-05/31/2026

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2023 HSGP subaward in the amount of $9,481,457.

Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the FEMA Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,

Nancy Ward

NANCY WARD
Director

Signature: Fesia Davenport
Fesia Davenport (Nov 21, 2023 15:35 PST)

Email: FDavenport@ceo.lacounty.gov

Fesia Davenport

Fesia A. Davenport
Los Angeles County

Date

PROJECT LEDGER

City of Redondo Beach
FY 2023 State Homeland Security Program (SHSP) Projects
Cal OES ID: 037-00000
Grant #: 2023-0042

Ledger Type	Initial Application
Date	12/6/2023
Request #	0
POP Start Date	9/1/2023
POP End Date	5/31/2026

IJ	Project No.	Project Title	Project Decription	Funding Source	Discipline	Solution Area	Core Capability	Capability Building	Deployable / Shareable	Supports Previous Awarded Investment?	Total Approved	Total Expended	Remaining Balance	Percentage Expended
											$ 58,728.00			
IJ.06	057	LE P25 Portable Radios 3 and Accessories	Project funds the City of Redondo Beach's purchase of (5) P25 compliant portable radios and accessories to enhance interoperable communications throughout the Los Angeles County region as well as out of area roaming and audio encryption. Radios will provide connectivity between local and interagency organizations to coordinate public safety responses in support of homeland security. This activity meets HSGP's LETPA requirement because Interoperable Communications is on the list of allowable equipment articled in Information Bulletin 485 and the Fiscal Year 2007 Law Enforcement Terrorism Prevention Program Guidance. The portable radios being purchased here has a law enforcement terrorism prevention nexus as it will be used by law enforcement officers for anti-terrorism activities such as using interoperable communications to respond to threats to homeland security. Emergency Communications (SCIP Goal #3)	HSGP-SHSP	LE	Equipment	Operational Communications	Build	Deployable	FY20; IJ#6	$ 50,000	$ -	$ 50,000	0%
IJ.10	094	FS USCG Training 2	Project funds the City of Redondo Beach's USCG 100 Ton Captains course, CA State Fire - Open Water Rescue Boat Operator Small - Four students / One instructor; Deckhand class Travel, Hotel, Boat setup	HSGP-SHSP	FS	Training	Screening, Search, and Detection	Sustain	Deployable	No	$ 8,728	$ -	$ 8,728	0%
				HSGP-SHSP									$ -	#DIV/0!
				HSGP-SHSP									$ -	#DIV/0!
				HSGP-SHSP									$ -	#DIV/0!
				HSGP-SHSP									$ -	#DIV/0!

National Priority Area (NPA)

Totals: $ - $ 58,728.00

EQUIPMENT

City of Redondo Beach
FY 2023 State Homeland Security Program (SHSP) Projects
Cal OES ID: 037-00000
Grant #: 2023-0042

Ledger Type	**Initial Application**
Date	**12/6/2023**
Request #	**0**
POP Start Date	9/1/2023
POP End Date	5/31/2026

Project No	Equipment Description (include Quantity)	AEL #	AEL Title	Discipline	Solution Area Sub-Category	Deployable / Shareable	Invoice Number	Vendor	ID Tag Number	Condition/ Disposition	Deployed Location	Acquisition Date	Noncompetitive Procurement over $250K	Hold Trigger	Approval Date	Total Approved	Total Expended	Remaining Balance	Percentage Expended
																$ 50,000.00			
57	(5) P25 compliant portable radios and accessories	06CP-01-PORT	Radio, Portable	LE	06 - Interoperable Communications Equipment	Deployable							No	N/A		$ 50,000	$ -	$ 50,000	0%
																		$ -	#DIV/0!
																		$ -	#DIV/0!
																		$ -	#DIV/0!
																		$ -	#DIV/0!
																		$ -	#DIV/0!

National Priority Area (NPA)

Totals $ - $ 50,000.00

TRAINING

City of Redondo Beach
FY 2023 State Homeland Security Program (SHSP) Projects
Cal OES ID: 037-00000
Grant #: 2023-0042

Ledger Type	Initial Application
Date	12/6/2023
Request #	0
POP Start	9/1/2023
POP End Date	5/31/2026

Project No.	Course Name	Discipline	Solution Area Sub-Category	Expenditure Category	Feedback Number	Training Activity	Total # Trainee(s)	Identified Host	Noncompetitive Procurement over $250K	EHP Hold	EHP Approval Date	Total Approved	Total Expended	Remaining Balance	Percentage Expended
												$ 8,728.00			
94	USCG 100 Ton Captains course, CA State Fire - Open Water Rescue Boat Operator Small - Four students / One instructor; Deckhand class Travel, Hotel, Boat setup	FS	Staff Expenses	OT / Backfill		Field-Based Attendee		TBD	No	Yes		$ 8,728	$ -	$ 8,728	0%
														$ -	#DIV/0!
														$ -	#DIV/0!
														$ -	#DIV/0!
														$ -	#DIV/0!
														$ -	#DIV/0!

☐ National Priority Area (NPA)

Totals $ - $ 8,728.00

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2023 Homeland Security Grant Program

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the SAM system. Requesting a UEI using SAM.gov can be found at https://sam.gov/content/entity-registration.

Grants.gov registration information can be found at https://www.grants.gov/web/grants/register.html.

Planned UEI Updates in Grant Application Forms:

> *On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).*
>
> *Additional Information can be found on Grants.gov:*
>
> https://www.grants.gov/web/grants/forms/planned-uei-updates.html

Table of Contents

Planned UEI Updates in Grant Application Forms: 1
A. Program Description 4
1. Issued By 4
2. Assistance Listings Number 4
3. Assistance Listings Title 4
4. Funding Opportunity Title 4
5. Funding Opportunity Number 4
6. Authorizing Authority for Program 4
7. Appropriation Authority for Program 4
8. Announcement Type 4
9. Program Category 4
10. Program Overview, Objectives, and Priorities 4
11. Performance Measures 11
B. Federal Award Information 11
1. Available Funding for the NOFO: $1,120,000,000 11
2. Projected Number of Awards: 56 16
3. Period of Performance: 36 months 16
4. Projected Period of Performance Start Date(s): 09/1/2023 16
5. Projected Period of Performance End Date(s): 8/31/2026 16
6. Funding Instrument Type: Grant 16
C. Eligibility Information 16
1. Eligible Applicants 16
2. Applicant Eligibility Criteria 16

3. Other Eligibility Criteria/Restrictions 17
a. National Incident Management System (NIMS) Implementation 17
b. Emergency Management Assistance Compact (EMAC) Membership 17
c. Law Enforcement Terrorism Prevention Activities (LETPA) 18
4. Cost Share or Match 18
D. Application and Submission Information 19
1. Key Dates and Times 19
a. Application Start Date: 02/27/2023 19
b. Application Submission Deadline: 05/18/2023 at 5 p.m. ET 19
c. Anticipated Funding Selection Date: No later than 07/21/2023 19
d. Anticipated Award Date: No later than 09/30/2023 19
e. Other Key Dates 19
2. Agreeing to Terms and Conditions of the Award 20
3. Address to Request Application Package 20
4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM) 20
5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application 20
6. Electronic Delivery 21
7. How to Register to Apply through Grants.gov 22
8. How to Submit an Initial Application to FEMA via Grants.gov 22
9. Submitting the Final Application in ND Grants 22
10. Timely Receipt Requirements and Proof of Timely Submission 23
11. Content and Form of Application Submission 23
a. Standard Required Application Forms and Information 23
b. Program-Specific Required Forms and Information 24
12. Other Submission Requirements 32
13. Intergovernmental Review 33
14. Funding Restrictions and Allowable Costs 33
a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services 33
b. Pre-Award Costs 35
c. Management and Administration (M&A) Costs 35
d. Indirect Facilities & Administrative (F&A) Costs 37
e. Funds Transfer Restrictions 37
f. Other Direct Costs 37
E. Application Review Information 44
1. Application Evaluation Criteria 44
a. Programmatic Criteria 44
b. Financial Integrity Criteria 45
c. Supplemental Financial Integrity Criteria and Review 45
2. Review and Selection Process 46
F. Federal Award Administration Information 49
1. Notice of Award 49
2. Pass-Through Requirements 49
3. Administrative and National Policy Requirements 51

a. DHS Standard Terms and Conditions 51
b. Ensuring the Protection of Civil Rights 52
c. Environmental Planning and Historic Preservation (EHP) Compliance 52
d. National Incident Management System (NIMS) Implementation 54
e. Emergency Communications Investments 54
4. Reporting 55
5. Monitoring and Oversight 55
G. DHS Awarding Agency Contact Information 56
1. Contact and Resource Information 56
a. Program Office Contact 56
b. Centralized Scheduling and Information Desk (CSID) 56
c. Grant Programs Directorate (GPD) Award Administration Division 56
d. Equal Rights 56
e. Environmental Planning and Historic Preservation 56
2. Systems Information 56
a. Grants.gov 56
b. Non-Disaster (ND) Grants 57
c. Payment and Reporting System (PARS) 57
H. Additional Information 57
1. Termination Provisions 57
a. Noncompliance 57
b. With the Consent of the Recipient 58
c. Notification by the Recipient 58
2. Program Evaluation 58
3. Period of Performance Extensions 58
4. Financial Assistance Programs for Infrastructure 59
a. Build America, Buy America Act 59
b. Waivers 59
c. Definitions 60

A. Program Description

1. Issued By
U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number
97.067

3. Assistance Listings Title
Homeland Security Grant Program

4. Funding Opportunity Title
Fiscal Year 2023 Homeland Security Grant Program (HSGP)

- State Homeland Security Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

5. Funding Opportunity Number
DHS-23-GPD-067-00-01

6. Authorizing Authority for Program
Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

7. Appropriation Authority for Program
Consolidated Appropriations Act, 2023 (Pub. L. No. 117-328)

8. Announcement Type
Initial

9. Program Category
Preparedness: Community Security

10. Program Overview, Objectives, and Priorities

a. *Overview*
The Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, and respond to terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan for Fiscal Years 2020-2024, the HSGP supports the goal to Strengthen National Preparedness and Resilience.

In FY 2023, there are three components of the HSGP:

1) ***State Homeland Security Program (SHSP):*** SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

2) ***Urban Area Security Initiative (UASI):*** UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

3) ***Operation Stonegarden (OPSG):*** OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority by participating in OPSG.

The 2022-2026 FEMA Strategic Plan outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

Finally, for FY 2023, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists who currently pose the greatest terrorism threat to the nation[1]. Therefore, for FY 2023, DHS has identified six priority areas (see Section A.10.c) related to the most serious threats to the nation, as well as required minimum funding allocations.

b. ***Objective***

The objective of the FY 2023 HSGP is to fund SLTT efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

[1]Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, May 2021.

c. ***Priorities***

SHSP and UASI Funding Priorities

Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2023, six National Priority Areas pose the most concern. Due to the unique threats that the nation faces in 2023, DHS/FEMA has determined that recipients should allocate a total of 30% of their SHSP and UASI award funds across these six priority areas. As indicated below, five of the priorities have minimum spend requirements totaling 15% of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 15% across the priorities. The following are the six priority areas for FY 2023, along with the minimum corresponding percentage of SHSP and UASI funds that each recipient will be required to allocate:

1) Enhancing the protection of soft targets/crowded places – 3%
2) Enhancing information and intelligence sharing and analysis – 3%
3) Combating domestic violent extremism – 3%
4) Enhancing cybersecurity – no minimum percent
5) Enhancing community preparedness and resilience – 3%
6) Enhancing election security – 3%

Additional information about these priority areas and how they relate to achieving anti-terrorism capabilities is included in Section D.11.b.III of this NOFO. Failure by a recipient to propose investments and projects that align with the priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30%) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentages per National Priority Area (as applicable) and overall 30% of total SHSP and UASI funds.

A state or high-risk urban area must allocate the remaining 70% of their funding to addressing capability gaps (e.g., building/sustaining capability and/or closing capability gaps) identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

1) Effective planning[2];
2) Training and awareness campaigns;
3) Equipment and capital projects; and
4) Exercises.

[2]Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

The table below provides a breakdown of the FY 2023 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the Preparedness Grants Manual. DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

FY 2023 SHSP and UASI Funding Priorities

All priorities in this table concern Safety and Security Lifelines.

Priority Areas	Core Capabilities	Example Project Types
National Priorities		
Enhancing Cybersecurity	• Cybersecurity • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Screening, search, and detection • Access control and identity verification • Supply chain integrity and security • Risk management for protection programs and activities • Long-term vulnerability reduction • Situational assessment • Infrastructure systems • Operational communications	• Cybersecurity risk assessments • Migrating online services to the ".gov" internet domain • Projects that address vulnerabilities identified in cybersecurity risk assessments ○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency (CISA), and the National Institute of Standards and Technology Cybersecurity Framework ○ Adoption of cybersecurity performance goals (Cross-Sector Cybersecurity Performance Goals | CISA) ○ Cybersecurity training and planning
Enhancing the Protection of Soft Targets/ Crowded Places	• Operational coordination • Public information and warning • Intelligence and information sharing • Interdiction and disruption • Screening, search, and detection • Access control and identity verification • Physical protective measures • Risk management for protection programs and activities	• Operational overtime. For more information on operational overtime, see Section D.14.f of this NOFO. • Physical security enhancements ○ Security cameras (closed-circuit television [CCTV]) ○ Security screening equipment for people and baggage ○ Lighting ○ Access controls ○ Fencing, gates, barriers, etc. • Unmanned aircraft system detection technologies
Enhancing information and intelligence	• Intelligence and information sharing • Interdiction and disruption • Planning • Public information and warning	• Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment) • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic

Priority Areas	Core Capabilities	Example Project Types
sharing and analysis	• Operational coordination • Risk management for protection programs and activities	entities; and other federal law enforcement and intelligence entities • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation • Identification, assessment, and reporting of threats of violence • Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS
Combating Domestic Violent Extremism	• Interdiction and disruption • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Risk management for protection programs and activities	• Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats • Sharing and leveraging intelligence and information, including open-source analysis • Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists • Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization • Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism
Enhancing Community Preparedness and Resilience	• Planning • Public Information and Warning • Community Resilience • Risk Management for Protection Programs and Activities • Mass Care Services • Intelligence and Information Sharing • Risk and Disaster Resilience Assessment • Long Term Vulnerability Reduction	• Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically undeserved communities, including procurement of appropriate tools, equipment and training aides ○ Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity • Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations such as homeless shelters, food pantries, nonprofit medical providers and senior care facilities to bolster their resilience to all hazards • Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans • Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households • Execute *You are the Help Until the Help Arrives* workshops in concert with community-based organizations to bolster individual preparedness • Target youth preparedness using FEMA programing such as Prepare with Pedro resources and Ready2Help

Priority Areas	Core Capabilities	Example Project Types
		• Promote community planning, coordination, and integration of children's needs during emergencies through workshops like FEMA's Integrating the Needs of Children • Community Mapping: identify community resources and characteristics in order to identify gaps in resources, identify hazards and vulnerabilities, and inform action to promote resilience • Provide training and awareness programs with key stakeholders (e.g., through social media, community and civic organizations) to educate the public on misinformation and disinformation campaigns to increase individual and community resilience. • Support integrated and cross-jurisdictional preparedness planning that considers how the community develops networks of information-sharing and collaboration among community-based organizations and government institutions to enable a quicker recovery from multiple threats, including terrorist actions.
Enhancing Election Security	• Cybersecurity • Intelligence and information sharing • Planning • Long-term vulnerability reduction • Situational assessment • Infrastructure systems • Operational coordination • Community resilience	• Physical security planning support • Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, etc. • General election security navigator support • Cyber navigator support • Cybersecurity risk assessments, training, and planning • Projects that address vulnerabilities identified in cybersecurity risk assessments • Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection • Distributed Denial of Service protection • Migrating online services to the ".gov" internet domain • Online harassment and targeting prevention services • Public awareness/preparedness campaigns discussing election security and integrity measures.
Enduring Needs		

Planning	• Planning
	• Risk management for protection programs and activities
	• Risk and disaster resilience assessment
	• Threats and hazards identification
	• Operational coordination
	• Community resilience
		• Development of:
		  ○ Security Risk Management Plans
		  ○ Threat Mitigation Plans
		  ○ Continuity of Operations Plans
		  ○ Response Plans
		• Efforts to strengthen governance integration between/among regional partners
		• Joint training and planning with DHS officials and other entities designated by DHS
		• Cybersecurity training and planning
		• Revision of existing plans to strengthen community resilience in underserved communities

Training and Awareness	• Long-term vulnerability reduction • Public information and warning • Operational coordination • Situational assessment	• Active shooter training • Intelligence analyst training • SAR and terrorism indicators/behaviors training • Security training for employees • Public awareness/preparedness campaigns

Priority Areas	Core Capabilities	Example Project Types
	• Community resilience	• Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning • Sharing and leveraging intelligence and information • Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations

Equipment and Capital Projects	• Long-term vulnerability reduction
	• Infrastructure systems
	• Operational communications
	• Interdiction and disruption
	• Screening, search and detection
	• Access control and identity verification
	• Physical protective measures
		• Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments
		• Physical security enhancements
		  ○ Security cameras (CCTV)
		  ○ Security screening equipment for people and baggage
		  ○ Lighting
		  ○ Access Controls
		  ▪ Fencing, gates, barriers, etc.
		• Enhancing Weapons of Mass Destruction and/or improvised explosive device prevention, detection, and response capabilities
		  ○ Chemical/Biological/Radiological/ Nuclear/Explosive detection, prevention, and response equipment

Exercises	• Long-term vulnerability reduction • Operational coordination • Operational communications • Community resilience	• Response exercises, including exercise planning with community-based organizations

For FY 2023, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the five National Priority Areas with associated minimum spend requirements. Each of these five investments must also account for at least the relevant minimum percentage (totaling 15%) of the applicant's SHSP and UASI allocation. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the National Priority Area IJs, but are not required to do so. **As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism**. However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support building capability and/or closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System tools and resources, can be found at National Preparedness System | FEMA.gov. Detailed information on THIRA/SPR timelines and deadlines can be found in the Preparedness Grants Manual.

OPSG Funding Priorities

The table below provides a breakdown of the FY 2023 OPSG funding priority, which remains focused on and unique to border security.

FY 2023 OPSG Funding Priority

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	• Intelligence and information sharing	• Safety and Security	• Participation in the DHS/ICE 287(g) training program • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation • Identification, assessment, and reporting of threats of violence • Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS

For FY 2023, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses the national priority identified above.

11. Performance Measures

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high

FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
  - Number of arrests that resulted from OPSG contacts
  - Value of drug seizures that resulted from OPSG contacts

B. Federal Award Information

1. Available Funding for the NOFO: **$1,120,000,000**

HSGP Programs	FY 2023 Allocation
SHSP	$415,000,000
UASI	$615,000,000
OPSG	$90,000,000
Total	**$1,120,000,000**

SHSP Allocations

For FY 2023, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. **THIRA/SPR results do not impact grant allocations or awards.**

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35% of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08% of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for each of the five National Priority Areas with a minimum spend requirement. **All projects related to the minimum spend for the National Priority Area *must* be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the state's SHSP allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30%** of the total SHSP allocation.

FY 2023 SHSP ALLOCATIONS

State/Territory	FY 2023 Allocation	State/Territory	FY 2023 Allocation
Alabama	$4,847,500	Montana	$4,847,500
Alaska	$4,847,500	Nebraska	$4,847,500
American Samoa	$1,108,000	Nevada	$4,847,500
Arizona	$4,847,500	New Hampshire	$4,847,500
Arkansas	$4,847,500	New Jersey	$7,074,841
California	$57,035,623	New Mexico	$4,847,500
Colorado	$4,847,500	New York	$68,033,267
Connecticut	$4,847,500	North Carolina	$5,085,387

State/Territory	FY 2023 Allocation	State/Territory	FY 2023 Allocation
Delaware	$4,847,500	North Dakota	$4,847,500
District of Columbia	$5,085,387	Northern Mariana Islands	$1,108,000
Florida	$9,343,905	Ohio	$6,190,947
Georgia	$5,288,656	Oklahoma	$4,847,500
Guam	$1,108,000	Oregon	$4,847,500
Hawaii	$4,847,500	Pennsylvania	$8,136,252
Idaho	$4,847,500	Puerto Rico	$4,847,500
Illinois	$13,894,910	Rhode Island	$4,847,500
Indiana	$4,847,500	South Carolina	$4,847,500
Iowa	$4,847,500	South Dakota	$4,847,500
Kansas	$4,847,500	Tennessee	$4,847,500
Kentucky	$4,847,500	Texas	$18,210,451
Louisiana	$4,847,500	U.S. Virgin Islands	$1,108,000
Maine	$4,847,500	Utah	$4,847,500
Maryland	$7,074,841	Vermont	$4,847,500
Massachusetts	$6,190,947	Virginia	$8,136,252
Michigan	$5,085,387	Washington	$6,190,947
Minnesota	$4,847,500	West Virginia	$4,847,500
Mississippi	$4,847,500	Wisconsin	$4,847,500
Missouri	$4,847,500	Wyoming	$4,847,500
Total			**$415,000,000**

UASI Allocations

Eligible candidates for the FY 2023 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSA) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at Metropolitan and Micropolitan (census.gov). **THIRA/SPR results do not impact grant allocations or awards.**

The Metropolitan Areas Standardization and Protection (MAPS) Act of 2021 (P.L. 117-219) prohibits automatically updating core-based statistical areas, which are used to delineate MSAs, for grantmaking. The MAPS Act requires that FEMA issue notice-and-comment rulemaking to make any changes. Should changes be necessary in FY 2024, FEMA will issue notice-and-comment rulemaking within the statutorily defined guidelines.

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for each of the five National Priority Areas with minimum spend requirements. **All projects related to the minimum spend for the National Priority Area *must* be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the urban area's UASI allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30%** of the total UASI allocation.

FY 2023 UASI ALLOCATIONS

State/Territory	Urban Area	FY 2023 UASI Allocation
Arizona	Phoenix Area	$5,250,000
California	Anaheim/Santa Ana Area	$5,250,000
	Bay Area	$36,493,265
	Los Angeles/Long Beach Area	$66,174,270
	Riverside Area	$3,900,000
	Sacramento Area	$3,800,000
	San Diego Area	$16,445,560
Colorado	Denver Area	$3,900,000
District of Columbia	National Capital Region	$50,360,095
Florida	Jacksonville Area	$1,500,000
	Miami/Fort Lauderdale Area	$14,528,750
	Orlando Area	$3,800,000
	Tampa Area	$3,800,000
Georgia	Atlanta Area	$7,700,000
Hawaii	Honolulu Area	$1,500,000
Illinois	Chicago Area	$66,174,270
Indiana	Indianapolis Area	$1,645,333
Louisiana	New Orleans Area	$1,645,333
Maryland	Baltimore Area	$3,800,000
Massachusetts	Boston Area	$16,646,500
Michigan	Detroit Area	$5,250,000
Minnesota	Twin Cities Area	$5,250,000
Missouri	Kansas City Area	$1,645,333
	St. Louis Area	$3,800,000
Nevada	Las Vegas Area	$5,250,000
New Jersey	Jersey City/Newark Area	$18,631,275
New York	New York City Area	$173,950,017
North Carolina	Charlotte Area	$3,800,000
Ohio	Cincinnati Area	$1,645,333

State/Territory	Urban Area	FY 2023 UASI Allocation
	Cleveland Area	$1,645,333
Oregon	Portland Area	$3,800,000
Pennsylvania	Philadelphia Area	$16,646,500
	Pittsburgh Area	$1,645,333
Tennessee	Nashville Area	$1,500,000
Texas	Austin Area	$1,500,000
	Dallas/Fort Worth/Arlington Area	$16,646,500
	Houston Area	$24,231,000
	San Antonio Area	$3,800,000
Virginia	Hampton Roads Area	$3,800,000
Washington	Seattle Area	$6,250,000
Total		**$615,000,000**

OPSG Allocations

For FY 2023, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2023 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. **The THIRA/SPR process is not required for OPSG.**

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal aliens, drug trafficking organizations, and alien smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

2. **Projected Number of Awards:** **56**

3. **Period of Performance:** **36 months**

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO and the Preparedness Grants Manual.

FEMA awards under most programs, including this program, only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

4. **Projected Period of Performance Start Date(s):** **09/1/2023**

5. **Projected Period of Performance End Date(s):** **8/31/2026**

6. **Funding Instrument Type:** **Grant**

C. Eligibility Information

1. Eligible Applicants

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes through the SAA.

2. Applicant Eligibility Criteria

Eligible high-risk urban areas for the FY 2023 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

For 2023, each SAA is **strongly encouraged** to re-evaluate its process for collecting and evaluating subaward applications. FEMA encourages each SAA to minimize the type and quantity of information that it collects as part of the subaward application process, in order to decrease the overall financial and time burden associated with applying for subawards under this grant program. Each SAA should review its subaward application, and reduce or eliminate the request for any information that is not needed for legal, financial, or oversight purposes.

In FY 2023, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states

bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2023, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

3. Other Eligibility Criteria/Restrictions

a. ***National Incident Management System (NIMS) Implementation***

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA's website at NIMS Implementation and Training | FEMA.gov.

Please see the Preparedness Grants Manual for more information on NIMS.

b. ***Emergency Management Assistance Compact (EMAC) Membership***

In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2023 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems,

interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

c. ***Law Enforcement Terrorism Prevention Activities (LETPA)***
Per section 2006 of the Homeland Security Act of 2002, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25% of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. **For FY 2023, DHS/FEMA is requiring that at least 35% of grant funding appropriated under HSGP is used for LETPA**. DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 35% of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 35% LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 35% LETPA allocation requirement is in addition to the 80% pass-through requirement to local units of government and tribes, referenced below. The Preparedness Grants Manual and Information Bulletin (IB) 473 include additional information on project selection considerations and allowable activities for LETPA investments. Also see Section D.14.f "Allowable Costs Matrix."

The National Prevention Framework describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to identify, prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

To ensure that DHS/FEMA's policy guidance on the use of LETPA funds reflects the evolving threat environment, is responsive to stakeholder feedback, is clear and easy to understand, and is applied consistently across grant recipients, DHS/FEMA will issue additional guidance through an Information Bulletin for the FY 2023 HSGP. This guidance will provide applicants and recipients further clarification on how to account for LETPA activities. It will also provide clarification on what should be included in the investment justifications, best practices for submitting investment justifications for LETPA claimed activities, as well as information on how to distinguish LETPA activities from others. The Information Bulletin will be issued concurrently or soon after the release of this NOFO.

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, **operational overtime costs are allowable** for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. For more information about operational overtime costs, see Section D.14.f of this NOFO and the Preparedness Grants Manual.

4. Cost Share or Match

There is no cost share or match requirement for the FY 2023 HSGP.

D. Application and Submission Information

1. Key Dates and Times

a. ***Application Start Date:*** **02/27/2023**

b. ***Application Submission Deadline:*** **05/18/2023 at 5 p.m. ET**

All applications **must** be received by the established deadline.

The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" means prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or NDGrants@fema.dhs.gov. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. ***Anticipated Funding Selection Date:*** **No later than 07/21/2023**

d. ***Anticipated Award Date:*** **No later than 09/30/2023**

e. ***Other Key Dates***

Event	Suggested Deadline for Completion
Initial registration in SAM.gov includes UEI issuance	Four weeks before actual submission deadline

Event	Suggested Deadline for Completion
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering in Grants.gov	Four weeks before actual submission deadline
Registering in ND Grants	Four weeks before actual submission deadline
Starting application in Grants.gov	One week before actual submission deadline
Submitting application in Grants.gov	Three days before actual submission deadline
Submitting the final application in ND Grants	By the submission deadline

2. **Agreeing to Terms and Conditions of the Award**
   By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. **Address to Request Application Package**
   See the Preparedness Grants Manual for requesting and submitting an application.

   Initial applications are processed through the Grants.gov portal. Final applications are completed and submitted through FEMA's Non-Disaster Grants (ND Grants) System. Application forms and instructions are available at Grants.gov. To access these materials, go to http://www.grants.gov.

4. **Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)**
   Each applicant, unless they have a valid exception under 2 CFR 25.110, must:
   1) Be registered in SAM.gov before application submission;
   2) Provide a valid Unique Entity Identifier (UEI) in its application; and
   3) Continue to always maintain an active System for Award Management (SAM) registration with current information during the Federal Award process if selected for award.

5. **Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application**
   Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

   Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.
   To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Unique Entity Identifier (UEI) number from SAM.gov and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide an UEI number;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Create a Grants.gov account;
f. Add a profile to a Grants.gov account;
g. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
h. Register in ND Grants
i. Submit an initial application in Grants.gov;
j. **Submit the final application in ND Grants, including electronically signing applicable forms**; and
k. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify an UEI number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

7. **How to Register to Apply through Grants.gov**
For information on how to register to apply through Grants.gov, please see the Preparedness Grants Manual.

8. **How to Submit an Initial Application to FEMA via Grants.gov**
Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, you can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants must submit the following forms:
- SF-424, Application for Federal Assistance; and
- Grants.gov Lobbying Form, Certification Regarding Lobbying.

For further information on how to submit an initial application via Grants.gov, please see the Preparedness Grants Manual.

9. **Submitting the Final Application in ND Grants**
After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see Non-Disaster Grants Management System | FEMA.gov.

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under

the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

10. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5:00 PM ET** on the application deadline. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

11. Content and Form of Application Submission

a. ***Standard Required Application Forms and Information***

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at SF-424 Family | Grants.gov.

I. GRANTS.GOV

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov

II. ND GRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants
  - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants

- **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B

- **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants
- **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

b. ***Program-Specific Required Forms and Information***

i. IJ Development: SHSP and UASI

As part of the FY 2023 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for the National Priority Areas. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2023 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for each of the five National Priority Areas with a minimum spend requirement (Soft Targets/Crowded Places, Intelligence and Information Sharing, Countering Domestic Violent Extremism, Election Security, and Community Preparedness and Resilience) identified in this NOFO. Each of these IJs must also meet or exceed the minimum percent spend requirement based on the applicant's SHSP and UASI allocation stated in this NOFO. **All projects associated with the minimum spend of a National Priority Area *must* be submitted in the same IJ.** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include an IJ for each National Priority Area that meets the minimum spend requirement will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30% of the total SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness; and
- Support building capability and/or closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly and equitably to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategy Implementation Report (BSIR) due by January 30, 2024. This includes IJs for the National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2023 BSIR due January 30, 2024. DHS/FEMA will not reduce FY 2023 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

II. Development of Investments and Projects: SHSP and UASI

- Applicants must propose at least 5 and may include up to 12 investments.
- Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and UASI funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
  - Project name;
  - Project description;
  - Subrecipient name, if applicable;
  - Recipient type (e.g., state or local);
  - Project location (zip code of the primary location of the project);

  - Primary core capability the project supports;
  - Whether the project activities are shareable and deployable; and
  - Which National Priority Area (if any) the project supports.
- Projects should describe how the proposed investment supports building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

III. National Priority Area Investments: SHSP and UASI

States are encouraged to review the Strategic Framework for Countering Terrorism and Targeted Violence when developing investments.

- **Soft Targets/Crowded Places (3%)**
  Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, polling places, and similar facilities.

  The malicious use of unmanned aircraft systems poses a threat to the safety and security of the American people, communities, and institutions. Technologies to detect or mitigate unmanned aircraft systems are an allowable use under the HSGP in accordance with the Domestic Counter-Unmanned Aircraft Systems (UAS) National Action Plan. Recipients should ensure that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, they seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws which may apply to the use of such technologies.

  Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's and high-risk urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2023 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are also encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

  Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology.

- **Information and Intelligence Sharing (3%)**
  Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, tribal, and territorial governments and private sector partners. Cooperation and information sharing among state, local, tribal, territorial, and federal partners across all areas of the homeland security enterprise, including counterterrorism, while upholding privacy, civil rights, and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence. Counterterrorism includes both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas.

  Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's and high-risk urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2023 national priority percentage for information sharing and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

  Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Domestic Violent Extremism (3%)**
  As stated in the Homeland Threat Assessment October 2020, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including leveraging lawful protests to incite violence, intimidate targets, and promote their violent extremist ideologies.

Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the state's and high-risk urban area's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2023 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding domestic violent extremism are available through Center for Prevention Programs and Partnerships | Homeland Security (dhs.gov).

- **Cybersecurity (no minimum percent)**
  Today's world is more interconnected than ever before, but with increased connectivity comes increased risk of our adversaries, including terrorists, exploiting cyber vulnerabilities and weaknesses to disrupt our way of life. While not required, applicants are encouraged to submit an investment related to their ongoing or near-term high priority cybersecurity projects. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2023 HSGP grant awards will be required to complete the 2023 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2023 NCSR is estimated to be open from October 2023 through February 2024.

  The NCSR is an annual requirement for recipients and subrecipients of HSGP funds and is taken once for each fiscal year award. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see IB 439.

  Additional resources and information regarding cybersecurity and cybersecurity performance goals are available through the Cybersecurity and Infrastructure Security Agency, Cross-Sector Cybersecurity Performance Goals | CISA, and the National Institute of Standards and Technology.

- **Community Preparedness and Resilience (3%)**
  Community organizations are the backbones of American civic life, both during "blue skies" and in the aftermath of terrorist attacks. Community organizations, such as

homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. In addition, individual citizens and volunteer responders, such as Community Emergency Response Teams, are often the first on the scene after a terrorist attack. The ability of these volunteers to provide assistance to their fellow citizens prior to the arrival of professional first responders is paramount to a community's resilience. FEMA's 2022 National Household Survey recorded a 4% decline in the number of Americans that have taken at least three preparedness actions to bolster individual and household resilience. In addition, the COVID-19 pandemic has placed a significant burden on community-based organizations such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers to continue to provide key services during and after disasters, including acts of terrorism. This National Priority Area will bolster community preparedness and resilience by investing in local, community-driven capabilities.

Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, states, territories, and high-risk urban areas are strongly encouraged to explore how SHSP- and UASI-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial treatment of all individuals before, during, and after a disaster.

The focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. Substantial and ongoing prioritization of, and investment in, underserved communities is essential for the entire system to be effective and efficient. Engaging the whole community requires all members of the community to be part of the emergency management team, including representatives of underserved communities, diverse community members, social and community service groups and institutions, faith-based and disability advocacy groups, academia, professional associations, the private and nonprofit sectors, and government agencies that may not traditionally have been directly involved in emergency management. The whole community includes children; older adults; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; people with limited English proficiency; and owners of animals including household pets and service animals.

These factors underpin the requirement that at least one investment must be in support of the state's and urban area's efforts to address community preparedness and resilience. Additionally, the proposed investment must meet or exceed the FY 2023 national priority percentage for community preparedness and resilience and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding community preparedness and resilience are available through Individuals and Communities | FEMA.gov.

- **Election Security (3%)**
  In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure, ensuring its continued operation in the face of threats and harassment, advancing the safety of election officials, and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation. As such, at least one investment must be in support of the state's and high-risk urban area's efforts to enhance physical election security and/or cyber election security. Additionally, the proposed investment must meet or exceed the FY 2023 national priority percentage for election security and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

  The SAA ***must*** include the State's Chief Election Official for all projects and matters related to the election security National Priority Area. **Any activities proposed that could be used to suppress voter registration or turnout will not be approved.**

  Additional resources and information regarding election security are available through the Cybersecurity and Infrastructure Security Agency.

IV. DEVELOPMENT OF FUSION CENTER PROJECTS: SHSP AND UASI

Each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center; and
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.

The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the Preparedness Grants Manual.

Sample Fusion Center Funding Itemization

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

The X Fusion enhancement project will fund:

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2023.XXX*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:

Solution Area and Amount of Proposed Funding		*Percent of Proposed Funding*
Planning:	*$10,000*	*2%*
Organization:	*$200,000*	*48%*
Equipment:	*$200,000*	*48%*
Training:	*$10,000*	*2%*
Exercises:	*$0*	*0%*
Total:	*$420,000*	*100%*

V. Completing IJs in the Grant Reporting Tool (GRT): SHSP and UASI

In the Related Documents section of the Grants.gov posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in Grants.gov posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

Applicants must ensure the appropriate National Priority Area "Investment Type" (*Overview Tab – Investment Information Section)* is selected for the corresponding National Priority Area.

VI. Development of Concept of Operations for OPSG

As part of the FY 2023 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priority identified below:

- **Information and Intelligence Sharing and Cooperation**
  Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

  Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness.

  Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

VII. DETAILED Budget

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the grants.gov posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

12. Other Submission Requirements

Fusion Center Investments

Of the proposed SHSP- and UASI-funded investments, one single project must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the Preparedness Grants Manual.

Emergency Communications Investments
All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee, as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals. The investment name must include the words "emergency communications" to easily identify any emergency communications investments.

13. Intergovernmental Review
An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (See Executive Orders | National Archives and Intergovernmental Review (SPOC List) (whitehouse.gov)).

14. Funding Restrictions and Allowable Costs
All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the Preparedness Grants Manual, and the terms and conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the Preparedness Grants Manual for more information on funding restrictions and allowable costs.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, FEMA Policy #405-143-1, or superseding document.

Additional guidance is available at Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (fema.gov).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the Preparedness Grants Manual.

II. Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. ***Pre-Award Costs***
Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

c. ***Management and Administration (M&A) Costs***
M&A costs are allowed. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

M&A costs are not operational costs. They are the necessary costs incurred in direct support of the grant or as a result of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities. Please see the Preparedness Grants Manual for additional information on direct costs.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the National Priority Areas. For example, if a recipient spends $5,000 to manage or administer its funding dedicated toward its soft targets/crowded places investment, the recipient may credit that funding toward its requirement to allocate at least 3% of its award to the enhancing the protection of soft targets and crowded places National Priority Area.

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to 5% of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5% of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5% of the OPSG award. Examples applying this principle:

SAA 1:
Total award: $6,000,000
SHSP: $1,000,000 OPSG: $2,500,000 UASI: $2,500,000
M&A Maximum: $300,000 (5% of $6,000,000)
Maximum M&A for SHSP = $50,000
Maximum M&A for OPSG = $125,000. Of that amount, $62,500 (2.5%) may be retained from the OPSG allocation, and the other $62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $50,000 available to manage the SHSP allocation.
Maximum M&A for UASI = $125,000

SAA 2:
Total award: $4,500,000
SHSP: $3,500,000 OPSG: $1,000,000
M&A Maximum: $225,000 (5% of $4,500,000)
Maximum M&A for SHSP = $175,000
Maximum M&A for OPSG = $50,000. Of that amount, $25,000 (2.5%) may be retained from the OPSG allocation, and the other $25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $175,000 available to manage the SHSP allocation.

HSGP recipients are also reminded that any M&A charged to a recipient's or subrecipient's UASI funding must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to SHSP or OPSG funding. Similarly, any M&A charged to a recipient's or subrecipient's SHSP or OPSG funding cannot be used to cover M&A costs directly allocable to UASI funding.

Please note, IB 365: Management and Administration Costs in the Homeland Security Grant Program and DHS/FEMA Policy 207-087-1 **do not apply to awards made in FY 2023 under this NOFO**. Please also reference IB 416 for additional clarification on OPSG M&A, but to the extent that there is any conflict between IB 416 and this NOFO, the requirements of this NOFO will apply to FY 2023 awards made under this NOFO.

d. ***Indirect Facilities & Administrative (F&A) Costs***
Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

e. ***Funds Transfer Restrictions***
The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

f. ***Other Direct Costs***

I. **PLANNING**
Planning costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

II. **ORGANIZATION**
Organization costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

III. **EQUIPMENT**
Equipment costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

- **General Purpose Equipment**
  HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC[3] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose

[3]Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff[4] engaged in homeland security program activity.

- **Controlled Equipment**
  For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

  However, not all equipment that is considered controlled equipment is allowable under the HSGP. As noted in Section B of FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards, certain equipment is prohibited and is not allowable under HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.[5]

  For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties. Contact your Preparedness Officer if you have questions concerning HSGP requirements for controlled equipment requests.

  Grant funds under this program must comply with the aforementioned FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards. As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a

[4]This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.
[5] FEMA issued Policy 207-22-0002 in response to Executive Order (EO) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from EO 13688, which established prohibited equipment and controlled equipment lists.

Memorandum of Understanding or other regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

IV. TRAINING

Training costs are allowed under this program. Please see the Preparedness Grants Manual for more information. Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the National Preparedness Course Catalog at NTED.

V. EXERCISES

Exercise costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

VI. PERSONNEL

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA IB 421b, Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act. Please see the Preparedness Grants Manual for more information.

VII. OPERATIONAL OVERTIME

Operational overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA. Operational overtime costs are also subject to the 50% personnel cap. For more information on the 50% personnel cap, please see FEMA IB 421b. For more information about operational overtime costs for SHSP, UASI, and OPSG, please see the Preparedness Grants Manual.

Operational Overtime Costs for SHSP and UASI

As stated in the Preparedness Grants Manual, in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. SHSP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories in the authorized categories outlined in the Preparedness Grants Manual. FEMA retains the

discretion to approve other types of requests that do not fit within one of these categories.

Except for an elevated National Terrorism Advisory (NTAS) alert, SHSP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. *Post-event operational overtime requests will only be considered on a case-by-case basis*, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity.

Operational Overtime Costs for OPSG
As stated in the Preparedness Grants Manual, OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for enhanced border security. Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated in the Preparedness Grants Manual.

VIII. Travel

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the Preparedness Grants Manual. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.

IX. Construction and Renovation

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit SF-424C and SF-424D.

All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding. Please see the Preparedness Grants Manual for more information.

X. Maintenance and Sustainment

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable. Please see the Preparedness Grants Manual for more information.

XI. Critical Emergency Supplies

Critical emergency supplies are allowed under this program. Please see the Preparedness Grants Manual for more information.

XII. Secure Identification

Secure Identification costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

Allowable Cost Matrix

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate HQ FEMA Preparedness Officer. For additional information on allowable costs, see the Preparedness Grants Manual.

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Planning Costs			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities	Y	Y	N
Materials required to conduct planning, engagement, and volunteer management activities	Y	Y	N
Travel/per diem related to planning, engagement, and volunteer management activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N
Development, and review and revision of the THIRA/SPR and continuity of operations plans	Y	Y	N
Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities	Y	Y	N
Allowable Organizational Activities **Note:** Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50% of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50% of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50% of the allocation).	Y	Y	Y
Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.	Y	Y	N
Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT	Y	Y	N
Cost of migrating online services to the ".gov" domain	Y	Y	N
Allowable Equipment Categories			
Personal Protective Equipment	Y	Y	Y
Allowable Equipment Categories			
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y
Critical emergency supplies	Y	Y	N
General use vehicle acquisition, lease, and rental	N	N	Y
Specialized vehicle acquisition, lease, and rental	Y	Y	Y
Other Authorized Equipment	Y	Y	Y
Allowable Training Costs			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	N
Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils and CERT in conducting training exercises	Y	Y	N
Preparedness training for community preparedness initiatives and programs	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
Allowable Exercise Related Costs			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
Allowable Exercise Related Costs			
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Allowable M&A Costs			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	N
Completing the Civil Rights Evaluation Tool	Y	Y	Y
Conducting activities related to evaluating project effectiveness for HSGP-funded projects	Y	Y	Y
LETPA Costs			
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y	N
Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions)	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism	Y	Y	N
Coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events	Y	Y	N
Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability development, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology	Y	Y	N
Coordination between fusion centers and other operational analytic, and investigative efforts	Y	Y	N
Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure locations	Y	Y	N

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

I. Risk Methodology

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the Preparedness Grants Manual for additional information on the risk methodology.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see Section B.1 of this NOFO, "Available Funding for the NOFO."

II. Application Evaluation Criteria

FEMA will evaluate the FY 2023 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA's review will include verification that each IJ and project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

b. ***Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability;
ii. Quality of management systems and ability to meet management standards;
iii. History of performance in managing federal award;
iv. Reports and findings from audits; and/or
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. ***Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity

and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

a. *SHSP and UASI*

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO. The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and CISA's Emergency Communications Division (ECD) to verify compliance with SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance). FEMA and ECD will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

Additional Effectiveness Evaluation Criteria for the National Priority Areas

FEMA will evaluate the FY 2023 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the Preparedness Grants Manual.

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Community preparedness and resilience investments will be reviewed by DHS/FEMA and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Election security investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This includes factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process, and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30%) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of the December 2023 BSIR, they will have funds placed on hold in the amount of 30%. The hold will be released only after their December 2023 BSIR submission has been reviewed, and projects related to the National Priority Areas deemed in alignment by DHS/FEMA.

SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable; and
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2023 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following four factors:

- Investment Strategy (40%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (20%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (40%): Proposals will be evaluated on how the investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

b. *OPSG*

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the Preparedness Grants Manual.

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2023 OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2023 Operations Orders to designated localities within border states and territories.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the Preparedness Grants Manual as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award or provide a notice of intent to decline through the ND Grants system. For instructions on how to accept or decline an award in the ND Grants system, please see the ND Grants Grant Recipient User Guide, which is available at Non-Disaster Grants Management System | FEMA.gov along with other ND Grants materials.

Funds will remain on hold until the recipient accepts the award through the ND Grants system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the 60-day timeframe may result in a loss of funds.

See the Preparedness Grants Manual for information on Notice of Award.

2. Pass-Through Requirements

Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

Four criteria must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

Timing and Amount

The SAA must pass-through at least 80% of the funds awarded under SHSP and UASI to the above-defined local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAs are sent notification of HSGP awards via the GPD's ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45 calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the period of performance start date does not directly affect the start of the 45 calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 25, 2023, while the period of performance dates for that award September 1, 2023, through August 31, 2026. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2023 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2023 would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. **A letter of intent (or equivalent) to distribute funds is not considered sufficient.** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. **The Commonwealth of Puerto Rico is required to comply with the pass-through requirement**, and its SAA must also obligate at least 80% of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20% of funding for expenditures made by the

state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20% of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2023, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer.

However, even if a written consent agreement is in place from previous fiscal years, **the SAA must still initially carry out the pass-through documentation for its FY 2023 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2023 funding**.

Additional OPSG Requirements
The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

3. Administrative and National Policy Requirements
In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the Preparedness Grants Manual for additional information on administrative and national policy requirements, including:

- EHP Compliance;
- FirstNet;
- NIMS Implementation; and
- SAFECOM Guidance.

a. *DHS Standard Terms and Conditions*
All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. ***Ensuring the Protection of Civil Rights***

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at External Civil Rights Division | FEMA.gov.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. ***Environmental Planning and Historic Preservation (EHP) Compliance***

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See Executive Order (EO) 14030, Climate-Related Financial Risk and FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs (Interim) (fema.gov).

All GPD actions, including grant-funded actions, must comply with National Flood Insurance Program criteria or any more restrictive federal, state, or local floodplain

management standards or building code (44 CFR § 9.11(d)(6)). All GPD-funded non-critical actions in 1% annual chance floodplains (also known as 100-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the lower of:

- Two feet above the 1% annual chance flood elevation (also known as the base flood elevation), in accordance with the Federal Flood Risk Management Standard (FFRMS) "Freeboard Value Approach" (FVA); or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least two feet above the 1% annual chance flood elevation.

All GPD-funded critical actions in 0.2% annual chance floodplains (also known as 500-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the higher of:

- Three feet above the 1% annual chance flood elevation; or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least three feet above the 1% annual chance flood elevation.

See EO 11988, Floodplain Management, as amended by EO 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at FEMA Form. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1.

d. ***National Incident Management System (NIMS) Implementation***

In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS. The state, local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance. The list of objectives used for progress and achievement reporting is at https://www.fema.gov/emergency-managers/nims/implementation-training.

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) to meet incident needs. Using standardized resource management concepts such as typing, credentialing, and inventorying, promote a strong national mutual aid capability needed to support delivery of core capabilities. Additional information on resource management, NIMS resource typing definitions, job titles, and position qualifications is on FEMA's website at NIMS Components - Guidance and Tools | FEMA.gov.

FEMA developed the National Incident Management System Guideline for the National Qualification System to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes and identifies tools which Federal Emergency Response Officials and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

Although state, local, tribal, and private sector partners (including nongovernmental organizations) are not required to credential their personnel in accordance with these guidelines, FEMA strongly encourages them to do so to leverage the federal investment in the Federal Information Processing Standards 201 infrastructure and to facilitate interoperability for personnel deployed outside their home jurisdiction.

Additional information about NIMS in general is available at National Incident Management System | FEMA.gov.

e. ***Emergency Communications Investments***

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the SAFECOM Guidance. The certification letter should be coordinated with the SWIC for each state and must be uploaded to ND Grants at the time of the first Program Performance Report submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status

information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required). Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the Preparedness Grants Manual.

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

See the Preparedness Grants Manual for information on reporting requirements.

5. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program.

Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award. Failure to respond in this manner may result in funding holds on current and future awards until the requested information is provided.

See the Preparedness Grants Manual for information on monitoring and oversight.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. ***Program Office Contact***

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. ***Centralized Scheduling and Information Desk (CSID)***

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. ***Grant Programs Directorate (GPD) Award Administration Division***

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. ***Equal Rights***

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

e. ***Environmental Planning and Historic Preservation***

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. ***Grants.gov***

For technical assistance with Grants.gov, call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at support@grants.gov.

b. ***Non-Disaster (ND) Grants***
For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.dhs.gov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at Non-Disaster Grants Management System | FEMA.gov.

c. ***Payment and Reporting System (PARS)***
FEMA uses the Payment and Reporting System (PARS) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email ask-GMD@fema.dhs.gov.

H. Additional Information

GPD has developed the Preparedness Grants Manual to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the Preparedness Grants Manual include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity
- Record Retention
- Whole Community Preparedness
- Other Post-Award Requirements

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. ***Noncompliance***
If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a

Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO or in the Preparedness Grants Manual.

b. ***With the Consent of the Recipient***
FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. ***Notification by the Recipient***
The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation
Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

In addition, recipients are required to participate in a DHS-led evaluation if selected, which may be carried out by a third-party on behalf of the Program Office or DHS. By accepting grant funds, recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant, and provide access to program operating personnel and participants, as specified by the evaluator(s) during the award.

3. Period of Performance Extensions
Extensions to the period of performance for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Preparedness Officer and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with

the FEMA Preparedness Officer as needed when preparing an extension request. Please see the Preparedness Grants Manual for more information.

4. Financial Assistance Programs for Infrastructure

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov and Build America, Buy America Act Frequently Asked Questions (FAQs) | FEMA.gov. Additional information is found in Buy America Preference in FEMA Financial Assistance Programs for Infrastructure, FEMA Interim Policy #207-22-0001.

b. *Waivers*

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

c. ***Definitions***

Construction materials: an article, material, or supply — other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives — that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: Infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States means the following for:

- Iron and steel: All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Manufactured products: The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Construction Materials: All manufacturing processes for the construction material occurred in the United States.

61

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.



Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Fiscal Year 2023
Homeland Security Grant Program

California Supplement to the Federal Notice of Funding Opportunity

October 2023

SECTION 1—OVERVIEW.....1
Federal Program Announcement
Information Bulletins
Grant Management Memoranda
Purpose of the California Supplement
Eligible Subrecipients
Tribal Allocations
Subrecipient Allocations
Supplanting
Public/Private Organizations
Debarred/Suspended Parties
Key Changes to the FY 2023 Homeland Security Grant Program

SECTION 2—FEDERAL CHANGES AND INITIATIVES 4
FY 2023 National Priorities
National Campaigns and Programs
National Cybersecurity Review
NIMS Implementation
Law Enforcement Terrorism Prevention Activities
Management and Administration
Indirect Costs
Organization Costs – Overtime
Personnel Cap
Equipment Typing/Identification and Use
Equipment Maintenance/Sustainment
Emergency Communications Projects
Telecommunications Equipment and Services Prohibitions
Small Unmanned Aircraft Systems
Emergency Operations Plans
Conflict of Interest
Build America Buy America Act (BABAA)

SECTION 3—STATE CHANGES AND INITIATIVES 14
FY 2023 Investments
California Homeland Security Strategy Goals
State Initiative Funding
"On Behalf Of"
Public Alert and Warning

SECTION 4—REQUIRED STATE APPLICATION COMPONENTS..... 16
Financial Management Forms Workbook
Subrecipient Grants Management Assessment
Application Attachments
Standard Assurances
Operational Areas and Urban Areas

Operational Areas Only
Urban Areas Only
Fusion Centers Only
State Agencies and Tribes Only

SECTION 5—THE STATE APPLICATION PROCESS 21
Application Submission
Late or Incomplete Application
HSGP Contact Information
Subaward Approval

SECTION 6—POST AWARD REQUIREMENTS 23
Payment Request Process
Advances and Interest Earned on Advances
Semi-Annual Drawdown Requirements
Modifications
Training
Exercises, Improvement Plans, and After-Action Reporting
Procurement Standards and Written Procedures
Procurement Thresholds
Procurement Documentation
Noncompetitive Procurement
Performance Bond
Environmental Planning and Historic Preservation
Construction and Renovation
Inventory Control and Property Management
Equipment Disposition
Performance Reporting
Extension Requests
Progress Reports on Grant Extensions
Monitoring
Failure to Submit Required Reports
Suspension/Termination
Closeout
Records Retention

ATTACHMENTS
A – FY 2023 HSGP Allocations
B – FY 2023 HSGP Timeline
C – FY 2023 HSGP Program Checklist

Federal Program Announcement

In February 2023, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP), Notice of Funding Opportunity (NOFO) and the *FEMA Preparedness Grants Manual*.

Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2, Code of Federal Regulations (C.F.R.), Part 200.

Information Bulletins

DHS issues Information Bulletins (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.

Grant Management Memoranda

Cal OES issues Grant Management Memoranda (GMMs) which provide additional information and requirements regarding HSGP funds.

Purpose of the California Supplement

The FY 2023 HSGP California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFO and the FEMA *Preparedness Grants Manual*. Applicants are highly encouraged to thoroughly read the NOFO and the Preparedness Grants Manual before referring to the State Supplement. The State Supplement will emphasize differences between the FY 2022 and FY 2023 HSGP and highlight additional California policies and requirements applicable to FY 2023 HSGP.

Eligible Subrecipients

Eligible Applicants, referred to as Subrecipients, include Counties/Operational Areas (OAs), Urban Areas (UAs), State Agencies (SAs), Departments, Commissions, and Boards who have or can obtain appropriate state Department of Finance budget authority for awarded funds, and federally recognized tribes located in California.

Tribal Allocations

The NOFO strongly encourages Cal OES to provide HSGP funds directly to tribes in California. To implement this requirement, a special Request for Proposal will be issued to California's federally recognized tribes. All Subrecipients are encouraged to coordinate with tribal governments to ensure that tribal needs are considered in their grant applications.

Subrecipient Allocations	FY 2023 HSGP Subrecipient final allocations are provided in Attachment A and reflect reductions to Subrecipients who did not submit minimum thresholds for National Priority Areas, including Subrecipients opting out of the award altogether, and increases to Subrecipients that are helping meet statewide minimum level National Priority Area requirements.
Supplanting	Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources that occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of the activity associated with this improper use of federal grant funds.
Public/Private Organizations	Subrecipients may contract with other public or private organizations to perform eligible activities on approved HSGP projects.
Debarred/ Suspended Parties	Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs. Subrecipients must obtain documentation of eligibility before making any subaward or contract using HSGP funds and must be prepared to present supporting documentation to monitors/auditors. Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at 2 C.F.R. § 180.335. The rule also applies to Subrecipients who pass through funding to other local entities.

Debarred/ Suspended Parties Cont.

If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at 2 C.F.R. § 180.335, immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.

Key Changes to the FY 2023 HSGP

National Priority Areas: There are six National Priority Areas (NPAs) for FY 2023. SHSP and UASI applicants must include one Investment Justification (IJ) for each NPA that has a minimum spend requirement, where applicable. For the NPAs with no minimum spend requirement, the Department of Homeland Security strongly encourages recipients to make investments in those areas as they are of critical national concern. For those NPAs that have an associated minimum spend, **all projects related to meeting the minimum spend for those NPAs must be included in the same IJ.**

The six NPAs, along with the relevant minimum spend requirement, are:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including the Department of Homeland Security – 3% minimum;
- Enhancing the protection of soft targets/crowded places – 3% minimum;
- Enhancing cybersecurity – no minimum requirement;
- Enhancing community preparedness and resilience – 3% minimum;
- Combating domestic violent extremism – 3% minimum;
- Enhancing election security – **NEW:** 3% minimum.

Key Changes to the FY 2023 HSGP Cont.

Law Enforcement Terrorism Prevention Activities: Increased from 30% to 35% of the subaward.

Build America, Buy America Act (BABAA):

FY 2023 HSGP is subject to BABAA requirements. The BABAA requires all federal agencies, including FEMA, to ensure that no federal financial assistance for "infrastructure" projects is provided unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. The BABAA requirements only apply to awards or funds obligated on or after January 2, 2023, and do not apply to awards or funds obligated during the waiver period from July 1, 2022, through January 1, 2023.

FY 2023 National Priorities

DHS/FEMA annually publishes the National Preparedness Report (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

HSGP Subrecipients are required to prioritize grant funding to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the Threat Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process.

DHS/FEMA continually assesses changes to the threat landscape to further the National Preparedness Goal (NPG) of a secure and resilient nation. The following are national priority areas for FY 2023, including the corresponding percentage of funds required in each area:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – 3%;
- Enhancing the protection of soft targets/crowded places - 3%;
- Enhancing cybersecurity – no minimum;
- Enhancing community preparedness and resilience – 3%
- Combating domestic violent extremism through enhanced intelligence collection & analysis, training, and community resilience – 3%; and
- Enhancing election security – 3% minimum.

The NPA specifically addressing emerging threats has been removed, but activities in this category remain allowable expenses under other investment areas. Further, **applicants must spend a minimum of 30% of their SHSP and UASI awards across the six NPAs but have new flexibility on how that funding is allocated.** Although 15% is required in minimum spending across **five** NPAs, as noted above, the remaining 15% can be allocated across any of the six NPAs. Enhancing Cybersecurity NP does not require a minimum allocation.

FY 2023 National Priorities Cont.

National Priority projects will be reviewed for effectiveness by DHS/FEMA and must be deemed effective prior to the obligation or expenditure of funds.

Projects requiring additional information for DHS/FEMA to determine effectiveness of the project, or projects deemed ineffective, will have a hold placed on their subaward pending submission of requested information and DHS/FEMA approval. Once a project is approved by DHS/FEMA, modifications to the project have special restrictions regarding modifications as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the National Priority Project Modification Form.

Effectiveness will be evaluated by DHS/FEMA, Cybersecurity and Infrastructure Security Agency, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and/or other DHS components, as appropriate. FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness, based on the following four factors:

- **Investment Strategy (40%):** Projects will be evaluated based on the quality and extent to which the strategy effectively demonstrates supporting the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the nation.

- **Budget (20%):** Projects will be evaluated based on the extent to which a budget plan for each investment demonstrates how grant expenditures maximize cost effectiveness.

FY 2023 National Priorities Cont.

- **Impact/Outcomes (40%):** Projects will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses NPs outlined in the FY 2023 NOFO. Further, projects will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which improvements are measured and/or evaluated.

- **Past Performance (additional consideration):** Projects will be evaluated based on the Subrecipient's demonstrated capability to execute the proposed investments. Under this factor, FEMA will consider the information provided by the Subrecipient and may also consider relevant information from other sources.

A detailed description of allowable investments for each NP is included in the FY 2023 HSGP NOFO (Section A).

National Campaigns and Programs

Whole Community Preparedness – Subrecipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize established best practices for whole community inclusion and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

National Campaigns and Programs Cont.

Active Shooter Preparedness – DHS developed a comprehensive Active Shooter Preparedness website, which strives to enhance national preparedness through a whole-community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. Subrecipients are encouraged to review the referenced active shooter resources and evaluate their preparedness needs.

Soft Targets and Crowded Places – States, territories, UAs, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs and challenges related to protecting locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place, including town centers, shopping malls, open-air venues, outside hard targets/venue perimeters, and other places of meeting and gathering. For more information, please see DHS's Hometown Security Program.

Community Lifelines – FEMA created Community Lifelines to reframe incident information and impacts using plain language and unity of effort to enable the integration of preparedness efforts, existing plans, and identifies unmet needs to better anticipate response requirements. Additional information may be found at the Community Lifelines Implementation Toolkit website.

Strategic Framework for Countering Terrorism and Targeted Violence – DHS adopted the DHS Strategic Framework for Countering Terrorism and Targeted Violence which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.

National Campaigns and Programs Cont.

Countering Violent Extremism (CVE) Training - Foreign terrorist groups and individual terrorist thought leaders recruit or inspire Westerners to carry out attacks against western and U.S. targets, including individuals living in communities with the U.S. via, but not limited to, print, video, and social media, as well as through personal interaction. But we also know that violent extremism is not a phenomenon restricted solely to one community and that any effort to counter violent extremism must be applicable to all ideologically motivated violence. Efforts to provide information and training regarding CVE should emphasize the strength of local communities' approach.

National Cybersecurity Review

The National Cybersecurity Review (NCSR) is a required assessment for all Subrecipients of State Homeland Security Program (SHSP) and Urban Areas Security Initiative (UASI) funding to be completed between October and February 2024.

The NCSR is a no-cost, anonymous, and annual self-assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs.

Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In these cases, Subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by Cal OES.

The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. Additional information may be found in IB 439 and 429a.

NIMS Implementation

Prior to the allocation of any federal preparedness awards, Subrecipients must ensure and maintain the adoption and implementation of the National Incident Management System (NIMS).

Law Enforcement Terrorism Prevention Activities

At least 35% of the grant funding under SHSP and UASI must be dedicated to Law Enforcement Terrorism Prevention Activities (LETPA). This required LETPA allocation can be from SHSP, UASI, or both and may be met by funding projects in any combination of the six NPAs and any other investments.

Allowable expenditures can be found in the authorizing legislation, Preparedness Grants Manual, Information Bulletin (IB) No. 473 Supplemental Guidance for LETPA Expenditures, the National Prevention Framework, and National Protection Framework.

For an activity to be counted towards the LETPA requirement, it must have a law enforcement terrorism prevention nexus. If an activity is listed in the authorizing legislation or can be directly tied to a capability in the National Prevention Framework or shared capability in the National Protection Framework, then it is presumed to have law enforcement nexus and be a LETPA. For all other claimed activities, nexus to law enforcement and terrorism prevention must be clearly explained.

Refer to IB 485 - FY23 LETPA Supplemental Guidance to the NOFO for further direction on how to account for LETPA activities, best practices for submitting LETPA investments, and information on how to distinguish LETPA from other activities .

Management and Administration

The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of 5% for FY 2023 HSGP.

Indirect Costs

Indirect costs are allowable under the FY 2023 HSGP Grant Award.

Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application.

Indirect Costs Cont.

Indirect costs are *in addition to* the M&A allowance and must be included in the Grant Award application as a "Project" and reflected in the FMFW on the Indirect Cost Tab if being claimed under the award.

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient's fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new Indirect Cost Rate Agreement.

Organization Costs – Overtime

Operational overtime costs are allowable *for increased security measures at critical infrastructure sites* if associated with detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events.

Pursuant to page A-4 of the *Preparedness Grants Manual*, all operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in *Table 2: Authorized Operational Overtime Categories*.

Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explains how the overtime activity is responsive to the threat.

Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated exigent circumstances prevented submission of a request in advance of the event or activity. Requests for overtime costs must be submitted to Cal OES via Allowability Request Log (ARL) Form at the time of application, if the activity will occur within one year of the final application submission. All subsequent requests must be submitted at least 60 days in advance of the activity.

All operational overtime costs must be formally pre-approved in writing by DHS/FEMA.

Personnel Cap

Pursuant to 6 U.S.C. § 609(b), SHSP and UASI funds may be used for personnel costs, totaling up to 50 percent of each fund source. A Subrecipient may request this requirement be waived by DHS/FEMA, via Cal OES. Requests for personnel cap waivers must be submitted separately for each fund source in writing to the Program Representative on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget **and** method of calculation of personnel costs both in percentages of the Grant Award **and** in total dollar amount (waivers must be calculated separately for SHSP and UASI, outlining salary, fringe benefits, and any M&A costs).

Subrecipient requests to exceed the personnel cap must be received by Cal OES at the time of application. Subaward modifications impacting the personnel cap will be reviewed on a case-by-case basis and may require the submittal of the above-mentioned information.

Please see IB 421b for more information on the waiver process.

Equipment Typing/ Identification and Use

Allowable HSGP equipment is listed on the FEMA Authorized Equipment List (AEL) website.

Subrecipients that allocate HSGP funds towards equipment are required to type and identify the capability associated with that equipment. The FEMA Resource Typing Library Tool (RTLT) can be used to help determine the type and capability.

Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with HSGP funds. Special rules apply to pharmaceutical purchases, medical countermeasures, and critical emergency supplies; refer to page A-10 of the FEMA Preparedness Grants Manual for additional information.

Equipment Typing/ Identification and Use Cont.	Expenditures for general purpose equipment are allowable if they align to and support one or more core capabilities identified in the NPG, and in addition, are deployable/sharable through the Emergency Management Assistance Compact and allowable under 6 U.S.C. § 609. Refer to the NOFO and Preparedness Grants Manual for examples of allowable general-purpose equipment.
Equipment Maintenance/ Sustainment	Use of HSGP funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA IBs 336 and 379, as well as Grant Programs Directorate (GPD) Policy FP-205-402-125-1.
Emergency Communications Projects	All Subrecipient emergency communications projects must comply with the SAFECOM Guidance on Emergency Communications Grants and describe in their FMFW how such activities align with the goals of the Statewide Communications Interoperability Plan.
Telecom Equipment and Services Prohibitions	Effective August 13, 2020, section 889(f)(2)-(3) of the John S. McCain National Defense Authorization Act for FY 2019 (NDAA) and 2 C.F.R. § 200.216, 200.471, and Appendix II to 2 C.F.R. Part 200 prohibit DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following telecommunications equipment or services: 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities); 2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

Telecom Equipment and Services Prohibitions Cont.

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Additional guidance is available in FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Prohibited and Controlled Equipment

Effective May 25, 2022, Executive Order (EO) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, Section 12(a) of EO 14074 directs the Department of Homeland Security (DHS) to review its grant programs and, consistent with applicable law, prohibits the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies (LEAs).

For all awards issued on or after January 1, 2023, The policy directly prohibits certain types of equipment outright (prohibited equipment), whereas other types of equipment may be controlled, or LEAs are required to submit certifications prior to purchase.

Even if equipment is listed as controlled equipment and is not outright prohibited, that does not automatically make it allowable under a particular FEMA program. Recipients and Subrecipients should refer to applicable program guidance or contact your Program Representative to determine if a particular type of equipment is allowable under that program.

Additional information regarding Prohibited and Controlled Equipment is available on FEMA Policy 207-22-0002.

Small Unmanned Aircraft Systems

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with FEMA Policy 207-22-0002 and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. The Authorized Equipment Listing for 03OE-07-SUAS details questions that must be included in the Aviation Request justification. Reference the Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems for additional information.

FEMA approval is required before a SUAS can be purchased with HSGP grants funds.

Emergency Operations Plans

Subrecipients should update their Emergency Operations Plan (EOP) at least once every two years to remain compliant with the Comprehensive Preparedness Guide 101 version 2.0.

Conflict of Interest

To eliminate and reduce the impact of conflicts of interest in the subaward process, Subrecipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Subrecipients and pass-through entities are also required to follow any applicable federal, state, local, and tribal statutes or regulations governing conflicts of interest in the making of subawards.

Subrecipients must disclose to their Program Representative, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the HSGP subaward within five days of learning of the conflict of interest.

Build America, Buy America Act (BABAA)

Under FEMA financial assistance programs, the BABAA requirements apply to:

- New awards made on or after January 2, 2023,
- New funding that FEMA obligates to existing awards or through renewal awards on or after January 2, 2023; and
- Infrastructure projects.

Funds provided under this program may not be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Additionally, the Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

When necessary, Subrecipients may apply for a waiver from these requirements. Additional information regarding the BABAA can be found on FEMA's website under Buy America Preference Buy America Preference.

FY 2023 Investments

The State prioritized the following investment strategies for the FY 2023 subawards:

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS **(National Priority)**;
2. Enhance the Protection of Soft Targets/Crowded Places **(National Priority)**;
3. Enhance Cybersecurity **(National Priority)**;
4. Enhancing Community Preparedness and Resilience **(National Priority)**;
5. Combating Domestic Violent Extremism **(National Priority)**;
6. Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment;
7. Enhance Medical and Public Health Preparedness;
8. Strengthen Information Sharing and Collaboration (non-Fusion Center);
9. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards/Whole Community Incident Planning, Response & Recovery Capabilities;
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture); and
11. Enhance Election Security **(National Priority).**

California Homeland Security Strategy Goals

The State prioritized the following California Homeland Security Strategy Goals for the FY 2023 subawards:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California;
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards;
3. Strengthen Security and Preparedness Across Cyberspace;
4. Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment;
5. Enhance Community Preparedness;
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities;
7. Improve Medical and Health Capabilities;
8. Enhance Incident Recovery Capabilities;
9. Strengthen Food and Agriculture Preparedness; and
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs.

State Initiative Funding

For FY 2023, Cal OES shall retain 20% of the SHSP and 18.5% of the UASI funding for state initiatives.

"On Behalf Of"

Cal OES may, in conjunction with local approval authorities, designate funds "on behalf of" local entities who choose to decline or fail to utilize their subaward in a timely manner.

Public Alert and Warning

Cal OES encourages Subrecipients to consider the use of this funding to assist their jurisdiction's alignment with the State of California Alert and Warning Guidelines, developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

Financial Management Forms Workbook

The FY 2023 Cal OES FMFW includes:

Grant Subaward Face Sheet – Use the Grant Subaward Face Sheet to apply for grant programs. The Grant Subaward Face Sheet must be signed and submitted in portrait format. An active UEI# (Formerly DUNS#) is required. UEI registration information is available sam.gov.

Authorized Body of 5 – Provide the contact information of Authorized Agents (AA), delegated via the Governing Body Resolution (GBR) or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign requests.

Project Ledger – The project ledger is used in the application process to submit funding information and is used for submitting cash requests, Grant Subaward Modifications, and assists with the completion of the Biannual Strategy Implementation Report (BSIR).

Planning Tab – Provides detailed information on grant-funded planning activities with a final product identified.

Organization Tab – Provides detailed information on grant-funded organizational activities.

Equipment Tab – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

Training Tab – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The Training Request Form must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

Exercise TAB – Provides detailed information on grant-funded exercises.

M&A Tab – Provides information on grant-funded M&A activities.

Indirect Costs Tab – Provides information on indirect costs.

Financial Management Forms Workbook Cont.

Consultant-Contractor Tab – Provides detailed information on grant-funded consultants and contractors.

Authorized Agent Page – The AA Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA Page must include a valid signature on file with Cal OES and the date.

Subrecipient Grants Management Assessment

Per 2 C.F.R. § 200.332, Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The Subrecipient Grants Management Assessment Form contains questions related to an organization's experience in the management of federal grant awards. It is used to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the grant application.

Application Attachments

Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure – Use the FFATA Financial Disclosure Form to provide the information required by the Federal Funding Accountability and Transparency Act of 2006.

Certification Regarding Lobbying – Use the Certification Regarding Lobbying Form to certify lobbying activities, as stipulated by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.

Intelligence Analysts Certificates – Pursuant to the Preparedness Grants Manual, Cal OES must have certificates for completion of training for fusion center analytical personnel. Please provide copies of certificates for each intelligence analyst, if applicable.

UASI Footprint (UASIs Only) – The Urban Area Working Group (UAWG) establishes the 'footprint' of the UA. A map or list defining the footprint must be included with the application.

UAWG Member Roster (UASIs Only) – A list of all current UAWG members with positions or titles.

Indirect Cost Rate Agreement – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved indirect cost rate agreement.

Standard Assurances

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit a signed, **original** of the FY 2023 Standard Assurances as part of their FY 2023 HSGP application. The required Standard Assurances can be found only in PDF format on the Cal OES website.

NOTE: Self-created Standard Assurances will not be accepted.

Operational Areas and Urban Areas

Governing Body Resolution – The GBR appoints AAs (identified by the individual's name or by a position title) to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR with their grant application. Resolutions may be valid for up to three grant years given the following:

- The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP);
- The resolution identifies the applicable grant years, (e.g., FY 2023, FY 2024, FY 2025; and
- Adheres to any necessary elements required by local protocols, rules, etc., if applicable.

Resolutions that only identify a single grant program will only be valid for that single program. Resolutions that do not identify applicable grant years will only be valid for the grant year in which the resolution was submitted.

Authorized Agent Information – For each person or position appointed by the governing body, identify the individual in the Authorized Body of 5 ledger of the FMFW.

All changes in AA and contact information must be provided to Cal OES in writing. If the GBR identifies the AA by name, a new Resolution is needed when changes are made. If the GBR identifies the AA by position and/or title, changes may be made by submitting a request on the entity's letterhead, signed by an existing AA. Cal OES will not accept signatures of an AA's designee, unless authorized by the GBR. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

Operational Areas Only

Approval Authority Body – OAs must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for HSGP funds. Each member of the Approval Authority must provide written agreement with the OA's application for HSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

- County Public Health Officer or designee responsible for Emergency Medical Services
- County Fire Chief or Chief of Fire Authority
- Municipal Fire Chief (selected by the OA Fire Chiefs)
- County Sheriff
- Chief of Police (selected by the OA Police Chiefs)

Urban Areas Only

Urban Area Working Groups – Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined UA. It also must be inclusive of local Citizen Corps Council and tribal representatives. The UAWG should also ensure the integration of local emergency management, public health, and health care systems into a coordinated sustained local capability to respond effectively to a mass casualty incident. Additional group composition criteria are found in the FEMA *Preparedness Grants Manual*.

Threat Hazard Identification and Risk Assessment – Subrecipients are required to submit a THIRA for all 32 core capabilities. Beginning in 2019, UAs are required to submit a THIRA every three years. An annual capability assessment will still be required.

Stakeholder Preparedness Review – The SPR is an annual grant requirement for all states, territories, and UAs. It is an annual capability assessment, which helps jurisdictions identify capability gaps and prioritize investment requirements to reach the targets set in their THIRA.

All fusion center investments must align to, and reference, specific performance areas of the assessment that the funding is intended to support.

Fusion Centers Only

Fusion Centers are also required to follow all Reporting and Administrative Metrics for California Fusion Centers, as set forth in the Governor's Homeland Security Advisor/Cal OES Director's letter dated March 16, 2016. These operational and administrative metrics set forth an integrated and coordinated approach for regular and proactive information and intelligence sharing between all fusion centers in the California State Threat Assessment System (STAS).

State Agencies and Tribes Only

State Agencies, and federally recognized tribes may submit the Signature Authorization Form in lieu of a GBR, signed by the most senior ranking official, such as the Secretary, Director, President, Chancellor, or Chairperson.

Application Submission

Subrecipients must submit an electronic copy of their completed FMFW to their Program Representative for review. After the application is approved, a completed copy of the FMFW, along with all other application components must be submitted, with official signatures, by the application due date. During the application process, if it is determined not all allocated funds can be expended by the end of the period of performance, please inform a Program Representative as soon as possible. The completed application should be received by Cal OES no later than the date provided in the FY 2023 HSGP Timeline, referenced as Attachment B.

Late or Incomplete Application

Late or incomplete applications may be denied. If an application is incomplete, the Program Representative may request additional information. Requests for late submission of applications must be made in writing to the Program Representative prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.

HSGP Contact Information

All Subrecipient application materials, questions, comments, and correspondence should be directed to:

California Governor's Office of Emergency Services
ATTN: Grants Management (Building F)
Homeland Security Grants Unit
3650 Schriever Avenue
Mather, CA 95655

Darlene Arambula	(916) 845-8427
Christopher Camacho	(916) 845-8789
Laura Halverstadt	(916) 845-8899
Antoinette Johnson	(916) 845-8260
Jim Lane	(916) 845-8428
Tyrone Freeman	(916) 328-7750
Abigayle Tirapelle	(916) 845-8400

The Program Representative Regional Assignments Map is available at the Cal OES website under "Regional Assignments".

Subaward Approval

Subrecipients will receive a formal notification of award no later than 45 days after Cal OES accepts the federal grant award. The award letter must be signed, dated, and returned to Cal OES within 20 calendar days. Once the completed application, along with the signed award letter, is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES FMFW.

Payment Request Process

To request an advance or cash reimbursement of HSGP funds, Subrecipients must first complete a payment request using the Cal OES HSGP FMFW, returning it to the appropriate Program Representative. Subrecipients who fail to follow the workbook instructions may experience delays in processing the payment request.

Payments can only be made if the Subrecipient has an approved application.

Advances and Interest Earned on Advances

An Advance payment is a payment that is requested before Subrecipients have disbursed the funds for program purposes. Subrecipients may be paid an advance, provided they maintain a willingness and ability to maintain procedures to minimize the time elapsing between the receipt of funds and their disbursement. The timing and amount of advance payments must be as close as administratively feasible to the actual disbursements by the Subrecipient for project costs.

Federal rules require advances to be deposited in interest-bearing accounts. Interest earned amounts up to $500 per year may be retained by Subrecipients for administrative expenses; any additional interest earned on federal advance payments must be returned annually to Cal OES.

Semi-Annual Drawdown Requirements

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur by March and October of each calendar year following final approval of the subaward application, except for the final cash request, which must be submitted within 20 calendar days after the end of the period of performance.

Modifications

Post-award budget and scope modifications must be requested using the Cal OES HSGP FMFW v1.23, signed by the Subrecipient's AA, and submitted to the Program Representative.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

Modifications Cont.

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or in a document attached to the transmittal e-mail. Please reference GMM 2018-17 for additional information regarding modification requests.

Modifications to NP Projects have additional restrictions as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the National Priority Project Modification Form.

Training Requirements

All grant-funded training activities must receive Cal OES approval prior to starting the training event. Cal OES shall allow Subrecipients to develop a "placeholder" for future training conferences when an agenda has not been established at the time Subrecipient applications are due. Please work with a Program Representative and the Training Branch to identify a possible "placeholder" for these types of training activities.

When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

Subrecipients must complete a Training Request Form and submit it electronically to the Cal OES Training Branch to be approved with a Training Feedback Number before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Requests that are submitted with less than 30 days prior to the start of the training or activity are not guaranteed to be approved in time and run the risk of training being unallowable. Training Feedback numbers must

Training Requirements Cont.

be included on the FMFW Training Ledger to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the Cal OES Training Branch at (916) 845-8745 or Training@CalOES.ca.gov.

Exercises, Improvement Plans, and After-Action Reporting

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through the THIRA and SPR process, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with HSGP grant funds. An After-Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars and Workshops) must be completed and submitted to Cal OES within 90 days after exercise/seminars/workshops are conducted. It is acceptable to submit an *Exercise Summary Report for Seminars and Workshops* in lieu of a full AAR/IP.

Please e-mail AAR/IPs and Summary Reports to:

- hseep@fema.dhs.gov
- exercise@caloes.ca.gov
- christopher.camacho@caloes.ca.gov

For exercise-related issues and/or questions, please email the Cal OES Exercise Team at exercise@caloes.ca.gov.

Exercise costs will not be considered for reimbursement until an AAR/IP is received by Cal OES.

Procurement Standards and Written Procedures

Subrecipients must conduct procurement using documented local government procurement procedures, or the federal procurement standards found in 2 C.F.R. Part 200, whichever are more strict. Subrecipients must also have written conflict of interest policies governing the actions of its employees engaged in the selection, award and administration of contracts, including disciplinary actions for violations of such standards.

Procurement Thresholds

Effective June 20, 2018, the micro-purchase threshold was increased from $3,500 to $10,000 and the simplified acquisition threshold was increased from $150,000 to $250,000. These increases apply to all Subrecipient procurements executed on or after June 20, 2018.

Refer to IB 434 for additional information.

Procurement Documentation

Non-federal entities, other than states and territories, are required to maintain and retain records sufficient to detail the history of procurements, covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. For any cost to be allowable, it must be adequately documented. Examples of the types of documents that would meet this requirement include, but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments;
- Documents demonstrating inclusion of required contract provisions; and
- Other documents required by federal regulations applicable at the time the grant was awarded to the Subrecipient.

Noncompetitive Procurement

All noncompetitive procurements exceeding the simplified acquisition threshold requires Cal OES **prior** written approval to be eligible for reimbursement. This method of procurement must be approved by the local Purchasing Agent prior to submitting a request for Cal OES approval. A copy of the Purchasing Agent's approval must be included with the Cal OES Request for Noncompetitive Procurement Authorization form. Cal OES may request additional documentation that supports the procurement effort.

Noncompetitive Procurement Cont.

Cal OES will not reimburse for any noncompetitive procurement contracts for any HSGP terrorism-related training, regardless of the cost of the training. Exceptions to this policy may be approved in limited circumstances, e.g., related to a procurement effort that has resulted in inadequate competition. Please refer to GMM2017-01A and GMM2021-05 for additional guidance.

Performance Bond

Due to the risks associated with delays in vendor delivery of large equipment procurements, DHS/FEMA allows Subrecipients to obtain a "performance bond" for items that are paid for up front to ensure delivery of the equipment within the grant period of performance.

Cal OES *requires* Subrecipients to obtain a performance bond when procuring any equipment item over $250,000, or for any vehicle, aircraft, or watercraft that requires full or partial payment **prior** to receiving the final product(s).

Performance Bond Waivers may be granted on a case-by-case basis and must be submitted to Cal OES prior to procurement.

Environmental Planning and Historic Preservation (EHP)

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment, or a historic structure must participate in the EHP screening process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed project, and include supporting documentation.

DHS/FEMA may also require the Subrecipient to provide a confidential California Historical Resources Information System (CHRIS) report in addition to the EHP Screening Form. Determination on the necessity of a CHRIS report is based upon information disclosed on the form. Program Representatives will provide additional instructions should this report be required.

Environmental Planning and Historic Preservation (EHP) Cont.

EHP Screening Requests should be submitted to Cal OES as early as possible. All projects/activities triggering EHP must receive DHS/FEMA written approval prior to commencement of the funded activity.

Updated information may be referenced in the FEMA GPD EHP Policy Guidance.

Construction and Renovation

When applying for construction activity at the time of application, including communication towers, Subrecipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, Subrecipients are required to submit an SF-424C Budget and Budget Detail that cites project costs. Communication tower construction requests also require evidence that the Federal Communications Commission's Section 106 review process was completed.

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed.

Project construction using SHSP and UASI funds may not exceed $1,000,000 or 15% of the grant subaward (for the purposes of limitations on funding levels, communications towers are not considered construction).

Written approval* for construction must be provided by DHS/FEMA *prior to* the use of any HSGP funds for construction or renovation. *No construction activities (including site preparation, utility installations, and any groundbreaking activities) or equipment installations on existing structures, may begin until the EHP review process is complete.

Inventory Control and Property Management

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures to keep the property in good condition.

Equipment Disposition

When original or replacement equipment acquired under the HSGP is no longer needed for program activities, the Subrecipient must contact the Program Representative to request disposition instructions. See 2 C.F.R. § 200.313(e).

Performance Reporting

Subrecipients must complete a BSIR each Winter and Summer using the DHS/FEMA Grants Reporting Tool (GRT) for the duration of the subaward period of performance or until all grant activities are completed and the subaward is formally closed by Cal OES. Failure to submit a BSIR could result in subaward reduction, suspension, or termination.

Access to the BSIR may be obtained through the GRT. To create a new account, please click the link that reads, "Register for an account" and follow the instructions provided. The Subrecipient will be required to ensure up-to-date project information is entered. The Project Ledger in the FMFW may assist with the BSIR data entry process. For additional assistance with the GRT, please contact your Program Representative.

Extension Requests

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to your Program Representative. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project-specific and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore, acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;

Extension Requests Cont.

7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification the activity/activities will be completed within the extended period of performance without any modification to the original Project Scope.

General questions regarding extension requirements and the extension request form, should be directed to your Program Representative. For additional information, please see IB 379. Extension requests for personnel and salaries do not meet the requirements of IB 379 and will not be granted. Subrecipients are expected to complete all grant-funded personnel activities by the end of the subaward period of performance.

Progress Reports on Grant Extensions

All Subrecipients that receive Cal OES approval to extend their FY 2023 Grant Subaward period of performance may be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to the Subrecipient's Program Representative. Deadlines for the submission of progress reports will be established at the time of extension approval.

Monitoring

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, desk, and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements.

Monitoring activities may include, but are not limited to:

- Verifying entries recorded on the FMFW categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent

Monitoring Cont.

modifications, including the review of timesheets and invoices as applicable;
- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with Standard Assurances; and
- Information provided on performance reports and payment requests

NOTE: It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a "hold" placed on any future reimbursements until the "finding" is resolved.

Failure to Submit Required Reports

Periodic reporting is required by the grant. Subrecipients who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished; UASIs may have a "hold" placed on any future reimbursements.

Suspension/ Termination

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special Conditions.

Suspension/

Termination Cont.

- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- False certification in the application or document.
- Failure to adequately manage, monitor, or direct the grant funding activities of their Subrecipients.

Before taking action, Cal OES will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to informally resolve the problem.

Closeout

Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed. Subawards will be closed after:

- All funds have been requested and reimbursed, or disencumbered;
- Receiving all applicable Subrecipient reports indicating all approved work has been completed, and all funds have been distributed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications, and payments; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

Records Retention

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken.

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other

computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See 2 C.F.R. § 200.334(f).

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Records Retention Cont.

The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

If the State Administrative Agency's award remains open after the Subrecipient's submission of the final BSIR, Cal OES will complete any additional BSIR reporting required under the award on behalf of the Subrecipient.

Closed grants may still be monitored and audited. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See 2 C.F.R. §§ 200.334, 200.336.

Attachment A – FY 2023 HSGP Allocations | 2023

*SHSP allocations reflect National Priority Area project adjustments

State Homeland Security Program (SHSP)				
Operational Area	Total Award		Operational Area	Total Award
ALAMEDA	1,650,795		ORANGE	3,091,413
ALPINE	76,145		PLACER	465,161
AMADOR	113,439		PLUMAS	93,069
BUTTE	267,310		RIVERSIDE	2,398,207
CALAVERAS	117,971		SACRAMENTO	1,578,910
COLUSA	94,168		SAN BENITO	137,459
CONTRA COSTA	1,178,218		SAN BERNARDINO	2,161,778
DEL NORTE	100,963		SAN DIEGO	3,210,706
EL DORADO	256,682		SAN FRANCISCO	878,889
FRESNO	1,039,636		SAN JOAQUIN	823,130
GLENN	102,425		SAN LUIS OBISPO	342,774
HUMBOLDT	203,934		SAN MATEO	785,321
IMPERIAL	246,059		SANTA BARBARA	499,634
INYO	93,103		SANTA CLARA	1,882,403
KERN	942,855		SANTA CRUZ	329,271
KINGS	220,012		SHASTA	247,205
LAKE	126,762		SIERRA	78,080
LASSEN	103,878		SISKIYOU	116,809
LOS ANGELES	9,481,457		SOLANO	501,615
MADERA	225,138		SONOMA	535,157
MARIN	320,277		STANISLAUS	599,128
MARIPOSA	102,042		SUTTER	169,572
MENDOCINO	168,349		TEHAMA	132,940
MERCED	346,225		TRINITY	90,284
MODOC	83,289		TULARE	528,108
MONO	87,762		TUOLUMNE	127,741
MONTEREY	488,715		VENTURA	870,207
NAPA	204,898		YOLO	285,965
NEVADA	171,574		YUBA	153,481
			*Total	41,728,498

Fusion Centers	
Region	**Total Award**
SAN FRANCISCO BAY AREA	1,792,050
SACRAMENTO/CENTRAL VALLEY AREA	2,565,000
GREATER LOS ANGELES AREA	2,887,500
SAN DIEGO AREA	2,047,500
ORANGE AREA	835,000
***Total**	**10,127,050**

* SHSP allocations reflect National Priority Area project adjustments

Urban Areas Security Initiative (UASI) *A minimum of 35% of UASI funding must be for Law Enforcement Terrorism Prevention			
Urban Area	**Federal Allocation to State**	**Allocation to UASI**	**State Initiatives**
ANAHEIM/SANTA ANA AREA	5,250,000	4,278,750	971,250
BAY AREA	36,493,265	29,742,011	6,751,254
LOS ANGELES/LONG BEACH AREA	66,174,270	53,932,030	12,242,240
RIVERSIDE AREA	3,900,000	3,178,500	721,500
SACRAMENTO AREA	3,800,000	3,097,000	703,000
SAN DIEGO AREA	16,445,560	13,403,131	3,042,429
Total	**132,063,095**	**107,631,422**	**24,431,673**

Attachment B – FY 2023 HSGP Timeline | 2023

DHS/FEMA Announcement of 2023 HSGP NOFO	February 13, 2023
Cal OES Application Due to DHS	May 18, 2023
DHS Award to California	September 25, 2023
Subrecipient period of performance begins	September 1, 2023
2023 HSGP California Supplement release	October 2023
Subrecipient Workshops	October 2023
Subrecipient Awards (45 days from DHS award)	October 2023
Subrecipient Final Applications for FY23 Due to Cal OES	December 29, 2023
Subrecipient period of performance ends	May 31, 2026
Final Cash Requests due to Cal OES	Within twenty (20) calendar days after end of grant
Cal OES's period of performance ends	August 31, 2026

Subrecipient: _____ **FIPS#:** _____

Program Representative: _____

Financial Management Forms Workbook:

- ☐ Grant Award Face Sheet
- ☐ Authorized Body of 5
- ☐ Project Ledger
- ☐ Planning Tab
- ☐ Organization Tab
- ☐ Equipment Tab
- ☐ Training Tab
- ☐ Exercise Tab
- ☐ Consultant/Contractor Tab
- ☐ Management & Administration Tab
- ☐ Indirect Cost Tab
- ☐ Authorized Agent Sheet

Attachments:

- ☐ Original Counter-Signed Award Letter
- ☐ Governing Body Resolution (Certified)
- ☐ Standard Assurances (Signed Originals)
- ☐ FFATA Certification
- ☐ Lobbying Certification
- ☐ Subrecipient Grant Management Assessment Form
- ☐ Indirect Cost Rate Negotiation Agreement
- ☐ Personnel Cap Waiver (If Applicable)
- ☐ Intelligence Analyst(s) Certificates (If Applicable)

UASI Only:

- ☐ UASI Footprint
- ☐ UAWG Roster

State Agencies and Tribes Only:

- ☒ Signature Authority Form (in lieu of Governing Body Resolution)

For Cal OES Use Only

Reviewed by: _____ Date: _____

Management Approval: _____ Date: _____

EXHIBIT G

LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

SHARED SERVICES DIVISION

GRANT PAYMENT REQUEST

Please submit Grant Payment Request Form along with **legible** supporting documents to: **Grants@auditor.lacounty.gov** In the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates): Department of Auditor-Controller Shared Services Division / Attn: Grants Unit 320 W. Temple Street, Room 380 Los Angeles, CA 90012	**1.** Grant Name & Year:

1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered here)	**3.** Taxpayer ID #:	**4.** Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):		**4.** Contact's phone:
		4. Contact's e-mail:

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

1. SOLUTION AREA (e.g. equipment, training, planning, exercise, organization)	2. PROJECT # (e.g. 011.22)	4. EHP required? (Environmental & Historic Preservation)		5. VENDOR'S INVOICE # (Maximum of 5 invoices)	6. PURCHASE METHOD (including Training)			7.CLAIM AMOUNT (indicate the amount per each line)
		No	Yes (attach State Approval)		If Competitive, indicate the # of bids.	Non-Competitive Bid	Sole Source	
							8. TOTAL	$ 0.00

SECTION E: FOR SSD USE ONLY

Certify that (please use the checkbox):

☐ **1.** I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

☐ **2.** All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.

_____ _____
AUTHORIZED SIGNATURE **DATE**

_____ _____
AUTHORIZED PRINTED NAME **AUTHORIZED TITLE**

AUTHORIZED CONTACT INFORMATION **(If different from Section B)**:

PHONE # _____

E-MAIL: _____

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

NOTE: This Form is intended for internal SSD review purpose only.

Revised on April 2021

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION

Purpose of these instructions:

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

In numeral 1 of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail –> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT'S INFORMATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:

   a) ☐ **State EHP Approval:** if required by the state for your claim.

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:

   a) ☐ **Copy of the invoice**: Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.

   b) ☐ **Copy of the purchase order**

   c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.fema.gov/grants/guidance-tools/authorized-equipment-list

   d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .

   e) ☐ **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.

   f) ☐ **Proof of payment of the use tax**: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.

   g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at sam.gov/SAM/. The listing needs to be queried **prior** to the selection of the vendor.

6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.

   a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).

   b) ☐ **Non-Competitive Bid:** for single bid purchases of $250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

   c) ☐ **Sole Source:** for non-bid purchases of $250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.

8. Enter the "Total Amount" by adding the subtotal claims included in each line.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please read and check the box provided if you are an authorized signor.

2. Please read and check the box provided if you are an authorized signor.

3. Please sign the Grant payment request if you are an authorized signor of your agency.

4 & 5. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

For Equipment Claims:

a) ☐ **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. *1 Please refer to the **Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.**

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission:CBRNE).

You need to inform us of any changes on the items above *1. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

For Training Claims:

a) ☐ **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.

b) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.

c) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

d) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.

e) ☐ **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:

- Attendance sheets (signed by employee and instructor)
- Sign in sheets (same as above)
- Signed training certificates

f) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.

g) ☐ **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.

h) ☐ **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.

i) ☐ **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

j) ☐ **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.

k) ☐ **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.

b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.

c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

a) ☐ **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 90 days after completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

https://hseep.dhs.gov/DHS_SSO/

b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

GRANT NAME:
SUB-RECIPIENT: _____
DATE OF REPORT: _____

Grant Year	Project Number	AEL No.	Description of Property	Serial # or Other ID #	SAFECOM Consult (Yes/No/NA)	Source of Property (SHSP or EMPG Grant Program)	Department (Title Holder)	Vendor Name	Invoice Number	Acquisition Date	Acquisition Cost	% of FED Participation	Location	Use & Condition (N=New, D=Deployed, O=Out of Service, L=Lost,	Disposition Date	Disposition Sale Price

N:Grants/Subrecipient Monitoring/Forms/Propery & Equipment Inventory Listing
Revised 12/2019

Equipment Inventory Listing
Procedures for Completion

OBJECTIVE: To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

Field	Date Element	Procedure
(1)	Grant Name	SHSP or EMPG
(2)	Sub-Recipient	Name of your agency
(3)	Date of Report	Date report completed {1}
(4)	Grant Year	Grant Year of funds used to purchase equipment
(5)	Project #	Project Number (from Grant Workbook Project Sheets)
(7)	AEL No.	Authorized Equip Listing No (from Grant Workbook)
(8)	Description	Description of the equipment
(9)	Serial # or Other ID #	Serial # or Other identification # used
(10)	Safecom consult	Fill out either by Yes, No, or N/A
(11)	Source of Property	Funding source, i.e, SHSP, EMPG, etc.
(12)	Title Holder	Name of agency (City/Department)
(13)	Vendor Name	Name of the vendor
(14)	Invoice Number	Invoice number
(15)	Acquisition Date	Date equipment acquired
(16)	Acquisition Cost	Cost of the individual equipment item
(17)	% of Fed Part	Fed participation in the cost of equipment
(18)	Location	Location of equipment
(19)	Use & Condition	Use & condition {2}
(20)	Disposition data	Date of disposition
(21)	Sale Price	Sale price, If applicable, or N/A for not applicable

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution
Copy maintained in sub-recipient file
Copy forwarded to Shared Services Division

EXHIBIT G

Training Summary Sheet

Grant Name _____
Jurisdiction Name: _____
Training Provider: _____
OHS Approved Course Title: _____
Non-SLGCP Course Title & OHS Tracking No. _____
(requires pre-approval thru OEM)
Date of Course: _____
Class/ Exercise Duration/Hours: _____

	EMP NO.	EMPLOYEE NAME	ASSIGNMENT	TITLE	TRAINING REQUEST # (for Training only)	TRAINING START DATE	TRAINING END DATE	SALARY	OT HOURS	REG RATE	OT RATE	OT PAY	Are you claiming for Employee Benefits?	Employee Benefits Rate	CLAIM TOTAL
1											$ -	$ -			$ -
2															
3															
4															
5															
6															
7															
8															
9															
10															
	GRAND TOTAL														$ -

Approved by: _____
Authorized Signature

_____ _____
Print Name and Title Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXHIBIT G

PLANNING ROSTER

Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Cash Request Number	Final Product
					-	-		
	GRAND TOTAL						$	

Approved by:

Authorized Signature

Print Name and Title

Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXHIBIT G

EXERCISE ROSTER

Project	Exercise Title	Funding Source	Solution Area Sub-Category	Discipline	Cash Request Number	Total Cost	Total Claimed	Conducted By	Date of Exercise	Exercise Type	Exercise Role	Date AAR entered into HSEEP
						-	-					
	GRAND TOTAL						$					

Approved by:

_____
Authorized Signature

_____
Print Name and Title

_____
Date

8. Notes on Personnel Cost:

In general, costs associated with:

- Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

The following examples would not count towards the personnel cap:

- Vendor installation of a radio tower;
- Vendor training on new equipment purchased;
- Contractor hired to create an Emergency Operations Plan;
- Contractor hired to provide deliveries of ICS 400; and
- Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

The following examples would count towards the personnel cap:

- Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- Contractor hired to be an intelligence analyst.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXHIBIT G

Project	Employee Name	Project / Deliverable	Funding Source	Discipline	Solution Area	Solution Area Sub Category	Dates of Payroll Period	Total Salary & Benefits charged for this Reporting Period	Total Project Hours	REIMB Request #	Total Cost Charged to Grant
								-	-	N/A	-

Subrecipient Monitoring Instrument

Subrecipient Monitoring Instrument

PROJECT TITLE

Los Angeles County State Homeland Security Program
Monitoring Reports

A. FINANCIAL REPORTING REQUIREMENTS

Objective

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

	Verification	Yes	No	Comment
1.	Was a Single Audit completed for Grant Year 2014-15 and 2015-16?			
2.	If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30th of the year following the audit?			
3.	Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B.			
4.	Did the Subrecipient develop a corrective action plan that addresses the finding(s)?			
5.	Did the Subrecipient send a copy of a corrective action plan to the HSGA?			
6.	Did the Subrecipient implement the corrective action plan?			

B. TRAINING

Objective

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project' s goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training?			
4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
6. For Projects with overtime expenditures for Training:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			

B. TRAINING (Continued)

Verification	Yes	No	Comments
7. For Projects with backfill expenditures for Training:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the expenditures in their accounting records?			
8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

C. PLANNING

Objective

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?			
3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?			
4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?			
6. For Projects with overtime expenditures for Planning:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			

C. PLANNING (Continued)

Verification	Yes	No	Comments
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
7. For Projects with backfill expenditures for Planning:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
8. Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?			
9. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA:			
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

D. EQUIPMENT

Objective

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project's goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"?			
4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records?			
5. Did the Subrecipient maintain an Equipment inventory that listed the following: a) Description of Equipment, b) Serial number or other identification number, c) AEL number, d) Fund/source/grant year, e) Title holder, f) 100 percent of federal participation. If no, then identify percentage, g) Acquisition date, h) Acquisition cost, i) Quantity, j) Equipment location, k) Use and condition of Equipment, l) Disposal date and sale price of the Equipment			
6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years?			

D. EQUIPMENT (Continued)

Verification	Yes	No	Comments
7. Was the Equipment physically inspected to ensure: a. The Equipment existed and agreed to inventory listing?			
b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
8. Did the Subrecipient maintain Equipment in a secure location?			
9. For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?			
10. For Equipment disposal, if any: a. Was the disposition consistent with federal regulations?			
b. What is the status of the proceeds received from the disposal?			
11. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?			
12. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
13. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA: a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

E. EXERCISE

Objective

To determine that the Exercise expenditures were appropriately documented and the activities align with project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or consultants, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number?			
3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?			
4. If the Exercise expenditures relate to the use of consultants/ contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?			
6. For Projects with overtime expenditures for Exercise:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
7. For Projects with backfill expenditures for Exercise:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

E. EXERCISE (Continued)

Verification	Yes	No	Comments
8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

F. ORGANIZATION

Objective

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section.			
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?			
5. For Projects with overtime expenditures for Organization:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.?			

F. ORGANIZATION (Continued)

Verification	Yes	No	Comments
6. For Projects with backfill expenditures for Organization:			
b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?			
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?			
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?			
9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

MOTOROLA SOLUTIONS







REDONDO BEACH POLICE, CITY OF

12/16/2025

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1/16/2026

REDONDO BEACH POLICE, CITY OF

401 DIAMOND ST
REDONDO BEACH, CA 90277

Dear Brian Weiss,

Motorola Solutions is pleased to present REDONDO BEACH POLICE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide REDONDO BEACH POLICE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Troy Sakaguchi at Troy.Sakaguchi@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Troy Sakaguchi

Billing Address:
REDONDO BEACH POLICE, CITY OF
401 DIAMOND ST
REDONDO BEACH, CA 90277
US

Quote Created By:
Troy.Sakaguchi@motorolasolutions.com

End Customer:
REDONDO BEACH POLICE, CITY OF
Brian Weiss brian.weiss@redondo.org
Contract: 36874 - SOURCEWELL MOBILE VIDEO-101223-MOT

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	L5M Mobile System Purchase						
1	CDMS-HWW	MOBILE LPR CAMERA KIT EXTENDED HARDWARE WARRANTY - VALID FROM STANDARD WARRANTY EXPIRATION	6	4 YEARS	$1,680.00	$1,512.00	$9,072.00
2	VS-DLF-01	DEVICE LICENSE FEE	6	1 YEAR	$474.96	$427.46	$2,564.76
3	VSB-54015	CDM-2-34--L5M 12 16 L5M CAM W VLP	3		$10,000.00	$5,000.00	$15,000.00
4	PDS-LPR-SS	PROJECT DELIVERY SERVICES-LPR	3		$995.00	$895.50	$2,686.50
5	HRDWR-INST-SS	HARDWARE INSTALLATION	1		$6,864.00	$6,864.00	$6,864.00
6	VSM-20600	VS-LBB-02-REV-E LB BRKT 4 CAM 1 PAIR KIT	3		$1,095.00	$985.50	$2,956.50
Subtotal							$39,143.76
Estimated Tax							$2,765.59
Grand Total							$41,909.35(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
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L5M MOBILE SYSTEM SOLUTION DESCRIPTION

L5M MOBILE SYSTEM



The L5M Mobile Camera System stands out with its industry-leading image sensor, delivering unparalleled low-light performance and precise license plate, make and model recognition. Its global shutter ensures clear capture of high-speed vehicles, while its seamless integration with our advanced software suite, VehicleManager, enables comprehensive data analysis and robust management tools, setting a new standard for law enforcement and security operations.

Key Features and Benefits:

- **Superior Detection Capabilities**: The L5M Mobile System leverages dual high-quality color and infrared (IR) sensors with dedicated lenses and IR illumination, ensuring the clarity of license plates even at speeds up to 150 MPH. AI-powered make and model identification and ONVIF-compliant video streaming enhance data accuracy and breadth.
- **Enhanced In-Car User Experience**: CarDetector Mobile software provides audio and visual alerts for hot-listed vehicle detections and allows seamless, in-car investigations. The interface is designed for a familiar, efficient user experience and integrates seamlessly with other Motorola products.
- **Flexible Deployment Options**: The L5M Mobile System can be configured with various lenses for 4 to 85-foot scan distances and mounted in multiple positions on vehicles. The VIP processor supports up to four cameras, enabling continuous scanning at up to 60 FPS. Quick activation via CarDetector Mobile and constant connectivity with GPS and LTE ensure reliable performance.
- **Durable and Low Maintenance**: IP68-rated for harsh conditions, the L5M Mobile System withstands shock, vibration, extreme temperatures, and inclement weather. It is designed for year-round use and includes automatic updates to ensure the latest features and optimal performance.
- **Advanced-Data Management**: Integrating with VehicleManager, the L5M Mobile System facilitates detailed searches, hot list management and advanced analytics on billions of LPR records. The system offers transformative vehicle location intelligence while maintaining industry-leading data control and program success security standards.
- **High-Speed, High-Traffic Performance**: Designed for high-speed, high-traffic environments, the L5M Mobile System captures precise, reliable license plate data, enhancing the effectiveness of law enforcement and security operations.

Deploy the L5M Mobile System to enhance your LPR capabilities with superior image quality, flexible deployment, and advanced data management and analytics, ensuring reliable performance in any environment.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

LICENSE PLATE RECOGNITION TECHNOLOGY STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of fixed or mobile License Plate Recognition (LPR) technology(s) and your License Plate Recognition Technology solution, if Deployment or Installation Services are purchased as part of the Contract. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola’s behalf to install your License Plate Recognition Technology system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. The Customer is responsible for acquisition and use of a remote access tool that complies with the regulations controlling use of the remote access tool. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

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FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our LPR and License Plate Recognition Technology offerings require compliance with the *FBI-CJIS Security Policy* (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's LPR system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the *CJIS Security Policy Section 5.12 Personnel Security* related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring *CJIS Section 5.12 Personnel Security* screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

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The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities (if applicable)

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct status calls with the Customer throughout the Project up to and including Go-Live.

System Technologist

The System Technologist (ST) will work with the Customer's Project Team on:

- Camera programing
- Camera alignment

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- Licensed Software Training
- Develop and submit Start Up and Commissioning Sign Off (SSU&C)

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training in accordance with the Training Plan provided to the Customer.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car and fixed LPRs. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include (but are not limited to) the following:

Required Training

- SSU&C Onsite Training
  - Included Certification testing completed and passed
- Networking (must meet one of the following three requirements)
  - CompTia Network + Certification
  - Networking Degree in IT
  - Basic Networking RDS003
- ASE Certification for Mobile Installers
- Electrical Certification
  - Electrical Certification/Permitting
    - Low Voltage Certification
    - High Voltage Certification
- Equipment Certification
  - Bucket Truck Certification
  - Any applicable testing equipment certification

Other responsibilities the Motorola-certified installer may be involved in include the fixed and/or mobile installation of cellular routers, wired networks, poles, trenching, and conduit runs as well as the manufacturing and/or service of trailers. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support and Services Team

The Customer Support and Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities (if applicable)

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

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Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources, if applicable to the solution.
- Assume responsibility for all fees pertaining to licenses, permits, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.

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- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Monitor firmware updates
- Implement changes to Customer infrastructure in support of the proposed system.

Agency Manager

The Agency Manager will act as the primary POC upon project completion.

- Push internal requests for updates through appropriate channels
- Monitor all firmware updates and all other security measures for physical hardware as required by the Customer internal policies
- Administer users
- Audit reports
- Manage Hotlist and Hotlist functionality
- Attend Agency Manager training
- Oversee or act as the training POC
- Ensure all Authorized Users are aware of usage restrictions and any applicable terms related to the use of the LPR System
- Controls appropriate use and data storage policies as well as procedures for the data maintained outside the LPR system. This includes when any information is disseminated, extracted or exported out of the LPR system
- Controls and is responsible for developing the policies, procedures, and enforcement for applying deletion/purging and dissemination rules to information within and outside of the LPR system.
- Ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and implementation process. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on workflows and department policies related to the proposed system.

General Customer Responsibilities (If Applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- Customer Site. If the Solution is to be installed at a Customer location (“Site”), the Solution will only be installed and/or evaluated at the Customer sites identified.
- Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola’s access to the Sites. This includes, but is not limited to providing a traffic safety plan to facilitate the safe deployment of all Equipment that is installed on, over, or near Sites with active roadways. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void. The Equipment used for the Services will only be located at such site.
- If the Solution is to be accessed remotely, Customer will only access Solution in the manner described by Solution documentation or as otherwise instructed by Motorola.

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- Site Conditions and Issues. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- All costs associated with permitting.
- Supply a proper power source to all Motorola Solutions provided equipment.
- Provide ALL points of attachment for hardware that include fixed LPR Cameras and associated equipment and ensuring all equipment is attached in accordance with local policies and codes.
- Supply any new infrastructure required to mount or attach the Motorola Solutions hardware to.
- Trenching as required for the purpose of running electrical power
- All poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
- All Utility locates needed for impacted areas.
- Providing the communications point of attachment for each site.
- When cellular service is used as the point of connection, customer is responsible for providing cellular service and SIM cards if they are not being purchased from Motorola as part of the LPR solution.
- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- All work is to be performed by Motorola-certified installers. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Electronic versions of any documentation associated with business processes identified.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.
- Manage the Hotlist in accordance with the rules and regulations of the Customers State.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to fixed and mobile equipment.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.

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- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support (if applicable).
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

Project Planning Session (if applicable)

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Confirm Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in associated training portals.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

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Motorola Deliverables

- Project Kickoff Meeting Agenda.

Project Kickoff (if applicable)

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The Detail Design Review (DDR), if applicable, is completed during the pre-sales process and normally completed prior to Contract award. Delay in the DDR review may impact the project schedule. Motorola will not be responsible for additional costs or delays incurred for Customer requested changes to the DDR.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss Mobile LPR equipment installation activities and responsibilities.
- Discuss Fixed LPR installation activities and responsibilities.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Review the DDR, arranging for additional meeting for review as needed
- Review the Credentials Form
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the Training Plan.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Grant Motorola Support access in the License Plate Recognition Technology program
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.

Motorola Deliverables

- Project Kickoff Meeting Minutes
- Deployment Checklist

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PROJECT EXECUTION

Hardware Procurement and Installation (if applicable)

Motorola will procure contracted hardware as part of the ordering process. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Verify remote connection to hardware.
- The installer will be responsible for installing all Motorola provided hardware.
- Installer will utilize a certified electrician when wiring power to equipment.
- Verify whether the hardware is properly installed, connected to the network, and positioned to capture license plate data. (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Provide Motorola with the correct IP address(es) for configuration
- Ensure the Customer's network is operational.
- Inventory LPR equipment after arrival at Customer location.
- Procure Customer-provided equipment and make it available at the installation location.
- Install backend server in Customer's designated area (if applicable).
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.)(if applicable).
- Verify the server is connected to the Customer's network and installed for use.(if applicable)
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to License Plate Recognition Technology
- Install Customer-supplied Access Points (if applicable).
- Verify all equipment directly connected to power is properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying all equipment is connected to their network
- Confirm access to installed software on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment

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Mobile LPR Camera System (If Applicable)

The Motorola-certified installer will complete the installation of the Mobile LPR system(s) within the Customer-provided vehicle(s) or selected location. The installer may also be responsible for installing cellular routers or Wi-Fi radios inside the vehicle(s) for wireless upload of video and images.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of Mobile LPR cameras. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of Mobile configurations completed. If the Customer requires the ST to complete the full contractual number of Mobile LPR Cameras at a later date and time, additional cost may be incurred.

Note – The Pricing Page will reflect the Mobile LPR installation services by Motorola if Motorola is responsible for the installations.

Motorola Responsibilities

- Setup server for Mobile LPR digital video recorder (DVR) configuration.
- Create configuration USB used to complete Mobile LPR hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of Mobile LPRs.
- Complete Mobile LPR configuration on a single vehicle, and validate the configuration with the Customer.
- Point and aim the Mobile LPR camera for image capturing.
- Install Licensed Software on Customer-provided mobile data terminal (MDT)
- Configure MDT Netowrk Card
- Enable AI in Video Manager
- Configure NetMotion (if applicable)
- Receive Customer approval to proceed with remaining Mobile LPR configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed Mobile LPR hardware configurations.
- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to the Mobile LPR (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete Mobile LPR hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for Mobile LPR hardware configuration(s).
- Make Mobile LPR hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of installation.

Motorola Deliverables

- Complete Configuration and camera aiming as it applies to the proposed solution.

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Fixed LPR Camera System Configuration (If Applicable)

The Motorola-certified installer will complete the installation of the Fixed LPR system(s) within the Customers designated locations. The installer may also be responsible for installing cellular routers or Wi-Fi radios for wireless upload of video and images. In the instance where Customer has purchased a self-deploy or quick-deploy camera without deployment or installation, the below Motorola responsibilities will be absorbed by the Customer.

Motorola Responsibilities

- Review preliminary plans for installation
- Verify with customer that proper permits and authorizations have been obtained
- Identify installation locations (pole or infrastructure asset) on which to install the Fixed LPR camera
- Motorola-certified installer will install the Fixed LPR camera
- Point and aim the Fixed LPR camera for image capturing
- Install License Plate Recognition Technology Software

Customer Responsibilities

- Approve installation locations
- Obtain necessary permits and authorizations
- Provide power to installation locations
- Provide any required trenching
- Coordinate with local utility companies in the case of any interrupted service requests or instances

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. When cellular service is used as the point of connection, customer is responsible for providing cellular service, and SIM cards if they are not being purchased from Motorola as part of the LPR solution. If a Motorola-certified installer is not used for installation, Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing LPR cameras through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For in-car LPR installations, an MDT is required for all vehicles (if applicable).

Automatic License Plate Recognition (ALPR) Commissioning (If Applicable)

This section highlights the responsibilities of Motorola and the Customer when a Motorola In-Car Video (ICV) system interfaces with the LPR database.

Motorola Responsibilities

- Create a Customer account in the LPR data system with authorized user emails.
- Verify License Plate Recognition Technology software has been installed and launched per the Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Licensed Software MDT installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

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Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

SOFTWARE INSTALLATION AND CONFIGURATION (IF APPLICABLE)

Motorola will install LPR software on a specified number of workstations. The Customer will be responsible for installing the software on the remaining workstations.

Licensed Software for the Mobile LPR Solution

Licensed Software is used in conjunction with Mobile LPR cameras. Installation consists of the following activities:

- Network discovery.
- Operating system and software installation.
- Onboarding user / system identity set up.
- Provide user access to the application.

License Plate Recognition Technology

License Plate Recognition Technology software is a cloud solution that does not require an onsite server and supports the full LPR Solution.

Motorola Responsibilities

- Based on Customer feedback, perform the following activities:
  - Create users, groups, and permissions.
- Test to ensure software is accessible to the Customer

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

Third-Party Interfaces (if applicable)

The integration between Motorola's LPR system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

Develop and configure interface(s) to support the functionality described in the Solution Description.

Establish and validate connectivity between Motorola and third-party systems.

Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the LPR system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the LPR and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or

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Customer-provided third-party hardware or software. All APIs provided by Motorola or integrations with third-party software are provided AS IS. Motorola is not liable for any claims or damages associated with third party applications, or Customer-provided third party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Training Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

Online Training (if applicable)

Online training is made available to the Customer through LXP and/or Motorola vetted third party platforms.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer (if applicable).
- Establish an accessible instance of LXP for the Customer (if applicable).
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account..
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content (if applicable).
- Provide instruction to Customer on building groups.
- Coordinate third party platform usage and additional course offerings

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training (if applicable).
- Ensure network and Internet connectivity for Customer access to training platforms.

Instructor-Led Training (On-Site and/or Remote, if applicable)

Instructor-led courses are based on products purchased and the Customer's Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the provided Training Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) with the required computer and audio-visual equipment for training.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Training Plan.

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Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

- Provide Customer with survey upon closure of the project.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Customer is aware of and abiding by their States' laws, mandates and requirements in relation to the Hotlist
- Pole installations will be done on grassy/dirt/gravel areas or sites where excavation can easily be done with fstandard auger equipment.
- Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies)
- Information provided and approved in the Presales DDR process was accurate

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

DocuSign Envelope ID: B9702927-1FD3-4725-A8AE-D63DBCA40B83

Solicitation Number: 101223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warranties for Equipment, Products, and Services furnished are set forth in Supplier's then-current Motorola Solutions Customer Agreement which will be made available to Participating Entities at the time of purchase. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

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apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

Freight, title and risk of loss terms will be as set forth in Supplier's then-current Motorola Solutions Customer Agreement, and related addenda, as applicable, which will be made available to Participating Entities at the time of purchase.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

DocuSign Envelope ID: B9702927-1FD3-4725-A8AE-D63DBCA40B83

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this

DocuSign Envelope ID: B9702927-1FD3-4725-A8AE-D63DBCA40B83

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Supplier will require the use of Supplier's then-current Motorola solutions Customer Agreement, and related addenda, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements.

In the event of termination under this subsection 6.D the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed prior to the date of the termination.

DocuSign Envelope ID: B9702927-1FD3-4725-A8AE-D63DBCA40B83

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and

DocuSign Envelope ID: B9702927-1FD3-4725-A8AE-D63DBCA40B83

- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; Sourcewell will provide prompt written notice to Supplier of any claim or suit, and will cooperate with Supplier in its defense or settlement of the claim or suit. Supplier's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Supplier's indemnification obligations under this Contract are excluded from this provision. SUPPLIER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROJITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

DocuSign Envelope ID: B9702927-1FD3-4725-A8AE-D63DBCA40B83

Supplier's obligations to indemnify or hold harmless Participating Entities will be as set forth in Supplier's Motorola Solutions Customer Agreement and related addenda.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

DocuSign Envelope ID: B9702927-1FD3-4725-A8AE-D63DBCA40B83

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

DocuSign Envelope ID: B9702927-1FD3-4725-A8AE-D63DBCA40B83

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default unless a force majeure event causes the default):

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less

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broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Limits:
$2,000,000 per claim
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

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$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal

DocuSign Envelope ID: B9702927-1FD3-4725-A8AE-D63DBCA40B83

Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally omitted.

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E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

DocuSign Envelope ID: B9702927-1FD3-4725-A8AE-D63DBCA40B83

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

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the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Motorola Solutions, Inc.
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: Norberto Colon 9AC8D7AC03B5427...
Jeremy Schwartz	Norberto Colon
Title: Chief Procurement Officer	Title: VP Sales MSSSI
Date: 1/31/2024 | 1:58 PM CST	Date: 1/31/2024 | 1:27 PM CST

Approved:

DocuSign Envelope ID: B9702927-1FD3-4725-A8AE-D63DBCA40B83

RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name:	Motorola Solutions Inc.
Address:	500 West Monroe Street Chicago, Illinois 60661
Contact:	Sarah Saunders
Email:	sarah.saunders@motorolasolutions.com
Phone:	972-523-3363
Fax:	214-383-6703
HST#:	36-1115800

Submission Details

Created On:	Monday September 18, 2023 11:09:28
Submitted On:	Thursday October 12, 2023 11:54:38
Submitted By:	Norberto Colon
Email:	norberto.colon@motorolasolutions.com
Transaction #:	9a59db4b-4a23-4e99-a7dc-54f75aca0b7b
Submitter's IP Address:	108.84.197.216

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Motorola Solutions, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Motorola Solutions, Inc. and Vigilant Solutions, LLC.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Motorola Solutions, Inc. and Vigilant Solutions, LLC.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	78205	*
5	Proposer Physical Address:	500 W. Monroe, Chicago IL 60661	*
6	Proposer website address (or addresses):	https://www.motorolasolutions.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Norberto Colon, VP Sales, MSSSI norberto.colon@motorolasolutions.com 216-956-9120	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Norberto Colon, VP Sales, MSSSI 12430 Plaza Drive Parma, Ohio 44130 norberto.colon@motorolasolutions.com 216-956-9120	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sarah Saunders, MV Presales Business Manager 500 W. Monroe, Chicago IL 60661 551-264-1705 sarah.saunders@motorolasolutions.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1928, Motorola has proudly served the public safety and government markets by providing reliable, mission critical communications systems, products and services. Although many companies have entered the market over the past 90-plus years , Motorola remains the market leader with a sole focus on the public safety industry. As part of expanding its Video Security and Analytics technology platform, Motorola acquired WatchGuard Video, Inc. (WatchGuard) in July 2019. WatchGuard was founded in 2002 and began full production of its mobile video products in September 2005, with initial shipments of the in-car solution beginning in October 2005. WatchGuard began deploying wearable cameras to law enforcement agencies in 2010. We currently have approximately 8,000 law enforcement agencies as body-worn and in-car camera customers, with over 115,000 mobile DVR systems in the field.	*
11	What are your company’s expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with many of our customers to allow them to purchase equipment and services without going through a separate bid/RFP process	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx. Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports	*
13	What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx	*
14	What is your Canadian market share for the solutions that you are proposing?	We do offer products and services in Canada. "Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. (“Motorola”) is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola’s most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 400 people across the United States as well as Manufacturer Representatives throughout the United States. The Manufacturer's Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers. The Manufacturer's Representative (MR) Sales Program requires its representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola. Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience. The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery. From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers. Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with various training and certifications. The Motorola specific training consists of a combination of both online and instructor led training. The instructor-led training includes lab work where the technician gets hands-on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Personnel who would support the equipment and implementation in support of Public Safety Surveillance systems would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity .	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Company Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020 Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021 Employer We've been consistently recognized for our commitment to inclusion and diversity , as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021 FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021 Built In 100 Best Large Companies to Work For, 2021 Built In Chicago 100 Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 ComputerWorld Best Places to Work in IT, 2020 Fast Company's 100 Best Workplaces for Innovators, 2020 Forbes America's Best Employers for Diversity , 2020 Disability Equality Index Best Places to Work, 2020 Bloomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation Our products and solutions are consistently recognized for excellence in design. To date, we'v e earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020 iF Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2008 Australia Good Design Award, 19 awards since 2009 Japan Good Design Award, 3 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014 https://www.motorolasolutions.com/en_us/about/company -overview/recognition.html	*
20	What percentage of your sales are to the governmental sector in the past three years	Motorola Solutions is a global leader in mission critical communications and Public Safety Surveillance solutions. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing “ purpose-built” solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-secfilings/QuarterlyResults/default.aspx	*

21	What percentage of your sales are to the education sector in the past three years	Motorola Solutions is a global leader in mission critical communications and Public Safety Surveillance solutions. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing " purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectiv ely. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-secfilings/QuarterlyResults/default.aspx	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions holds numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are some of our other top valued frame agreements.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA contract for Surveillance products.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Bettendorf, Iowa	Lt. Andrew Champion	563-529-3298	*
Eddy County, New Mexico	Lt. Amy Douglas	575-887-7551	*
City of Salem, OR	Rain Fields	503-763-3452	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various	Government	Pennsylvania - PA	Public Safety Surveillance	Various	$420,975	*
Various	Government	Indiana - IN	Public Safety Surveillance	Various	$409,309	*
Various	Government	Tennessee - TN	Public Safety Surveillance	Various	$351,662	*
Various	Government	Texas - TX	Public Safety Surveillance	Various	$268,740	*
Various	Government	Iowa - IA	Public Safety Surveillance	Various	$144,099	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Motorola Solutions has a direct sales force in the United States of over 400 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represent our total sales force. We have a presence in all 50 states in the US and in all 10 provinces in Canada.	*
27	Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufacturer Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives.	*
28	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders placed by a direct sales team or by one of our MR's will be placed with Motorola Solutions. Our MR's have access to similar ordering tools so that experience of the customer is seamless regardless of the sale being initiated by a Motorola Solutions direct employee or one of our MR's	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations. Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with predefined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets. The CMSO coordinates with the field service organization that will serve the Customer locally. Customer Support Manager A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer. The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services. Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status. MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, My View Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. • Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details. The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data. Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information. Response Times Response Times vary depending on the product or system in question, but are in line with the requirements of our customers.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customers and meeting our commitments that go back decades.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Motorola Solutions will be fully servicing all Federal, Provinces, and government and education entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Motorola Solutions will be fully serving all Federal, State, and government and education entities. With the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Within the United States, we will be fully serving all Federal, State, and government and education entities.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. (“Motorola”) asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola Solutions has a strong and well-established Sales and Marketing function. It is organized into several teams: Global Product Marketing: responsible for promotion of individual products and solutions. Regional Customer Insight Marketing: responsible for marketing campaigns tailored to customer needs. Field Marketing: responsible for sales enablement and account-based marketing. Direct Sales: responsible for engaging with larger agencies and custom-designed deployments. Channel Sales: responsible for managing smaller customers, or those who need a more local presence. Selected products are also available through our Avigilon-branded channel partner networks. We undertake to promote our products, solutions and services to everyone in the Sourcewell program. Regional CI Marketing will review the list of participating agencies and reach out to them individually and collectively to promote our public safety video security solutions. Our Field Marketing and Events teams will ensure that prospective customers have access to product demos, either on-premises or at one of our customer experience centers in Chicago IL, Dallas TX, Vancouver BC or Fort Lauderdale FL. The Global Product Marketing team will publish case studies of customers around the world who have deployed our solutions with successful outcomes. We will make these customers available for direct consultation with Sourcewell participating agencies wherever possible. All leads will be passed to our Direct and Channel Sales Teams for further development.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions uses multiple channels of communication to reach our markets. We maintain official corporate social media channels on Facebook, LinkedIn, Instagram, YouTube and X. We also encourage our employees to post content on their own social media accounts, and to engage customers and prospects on social media wherever appropriate. The company has websites available worldwide, segmented into 4 different regions and translated into 12 different languages. We are continually monitoring and optimizing the performance of the pages, to ensure that we reach the maximum possible audience. Visitors can use the on-page chat feature for immediate information, or the “contact us” links to request a callback. We host a blog (https://www.google.com/url?q=https://blog.motorolasolutions.com/en_us/&sa=D&source=docs&ust=1697125837311213&usg=AOvVaw2mygvGahzKj-RuUzwu5HA4) on our website, where industry experts regularly post insights and best practices regarding the deployment of our technology. Within the Support portal, there is also a community area, where our customers can exchange ideas, share information, and request technical guidance. Our marketing call center uses data on public contact lists to reach out to agencies who may benefit from our technology. Those who express interest are passed to our sales teams for follow-up. We use our digital campaign tools to send regular updates to buyers on new products, new commercial offers, and periodic promotions. For more information, they are directed to campaign pages, where they can download white papers, buyers’ guides and FAQs in exchange for their contact information. Post-sale, we have a well-developed product update communication process that ensures customers stay up-to-date with the latest features and enhancements on products they have purchased.	*
38	In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would appreciate Sourcewell’s assistance in promoting the community benefits associated with successful deployments of Motorola Solutions technology. We propose creating short case study videos that could be published on Sourcewell’s News page (https://news.sourcewell-mn.gov/), for other agencies to view. Our sales process already includes several cooperative purchasing organizations, and we are confident that we will be able to give excellent service to all Sourcewell participating agencies.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	At present, none of our mobile video products are available through an e-commerce system. We maintain an online shop (https://shop.motorolasolutions.com/) for some of our radio products and accessories, and may choose to add mobile video products to it in the future.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training in never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/	*
41	Describe any technological advances that your proposed products or services offer.	Record-After-The-Fact™ Both V300 and V700 body-worn cameras as well as the M500 in-car video system offer the benefit of Record-After-The-Fact. These devices can be configured to constantly buffer video to their internal storage in addition to recording triggered events. When a recording trigger is activated, the device automatically stores the event alongside the Record-After-The-Fact footage. This gives the Department a very secure and redundant way to store video. Most video systems are able to have pre and post event recording, which adds about 60 to 120 seconds on to the front or back of a recorded event. Record-After-The-Fact however, literally gives the Department the ability to go back in time to recover video from both the in-car cameras and body camera that did not previously initiate a recording. If a critical event occurs and no recording triggers were active, the Department can still go back and capture the video from these devices. Peer-Assisted Recording When configured, an activated VB400 camera will put out a Bluetooth trigger beacon so that an unactivated camera that enters the area will start a recording when it comes within an agency-defined proximity radius.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please find attached the 2022 Corporate Responsibility Report in our "Additional Documents" upload	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please find attached the 2022 Corporate Responsibility Report in our "Additional Documents" upload	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for technicians to respond on site. Subscriber warranty is provided through our repair depot.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Within the United States and Canada we are able to serve all geographic regions	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.	*
51	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.	*
52	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Motorola Solutions standard payment terms are Net 30. Accepted payment methods include physical checks, wire transfers, Automated Clearing House (ACH) transfers, and credit card payments.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Motorola Solutions does provide leasing options through Motorola Customer Financing that can be match funded or advance funded depending on a customer's financial objectives.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Terms and conditions will be governed by the contractual documents provided including the Motorola Solutions Customer Agreement and applicable addenda. The purchaser's ordering document must reference the Sourcewell Motorola Contract to incorporate these terms and conditions. Additional transaction documents will be dependent on the equipment and/or services quoted.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted. There is no additional cost to Sourcewell or participating entities if this process is used.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model we are using in this RFP response is showing percentage discounts off of MSRP price for each product category. Our categories are known as Accounting Product Categories or “APCs”. The details can be found in the pricing section that has been uploaded with our response.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts provided in our pricing is reflective of a percentage off MSRP. Discounts vary based on each product category.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the quote /project.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Each opportunity is unique and may require a custom quote for these services.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping is included for most products. For those where it is not included, shipping cost will be specifically identified on the quote. Shipping terms are FOB Shipping.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska, Hawaii or Canada. We currently have customers in all 3 of these locations and can ship to them.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	The pricing offered in this proposal varies based on the solutions / items and scope selected by the customer. In some cases it's the same we offer municipality, university, school districts or other GPOs, cooperative procurement organizations, or state purchasing departments but oftentimes if better.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	In Motorola's order entry process, each order requires a contract number prior to order submission. This contract number will be specific to Sourcewell, and will be used to track the sales volume associated with the contract. This is the same tried and true method we have used to track and report sales via the NASPO, HGAC contracts for over a decade. We currently use this method for our various Sourcewell contracts.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	It is in Motorola's best interest to source as much business as possible through Sourcewell. Sourcewell will help provide beneficial pricing to the customers and a clear procurement path. We will determine the success of using the Sourcewell contract by measuring the sales volume against other less established contract procurement vehicles that are currently in place at Motorola.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	At Motorola Solutions, our history of innovation for public safety is part of who we are. Motorola Solutions believes that transparency in public safety starts with every police officer being outfitted with a body-worn camera, and that it should be as commonplace as the badge they wear. The proposed products all have the common goal of providing agencies with a fully unified solution and ecosystem. The goal of Motorola Solutions' technology umbrella is to provide best-of-breed products capable of integrating to reduce the steps in the officer's workflow and provide automation to increase efficiency and productivity. Examples of this include integrations with the Motorola APX radios, in-car and body-worn camera activation triggers, and CAD/RMS integration (automatically associate CAD information with recorded video). These integrations allow the systems to communicate and share information to reduce the number of touch points for the officer and dispatch, which allows them to focus on the critical events at hand. The Motorola Solutions ecosystem provides an end-to-end software suite purpose built for public safety. It enables information to be entered once, at any point in your operations, and shared by everyone—from call to case closure.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In-Car Video Cameras, Body-Worn Cameras, License Plate Readers, Interview Room Systems, Evidence Management Software & Hardware Cloud, Hybrid, and On-Premise Storage Solutions.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	(•) Yes ( ) No	The proposed hardware provides a breadth of hardware solutions to fit an agency's needs.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	(•) Yes ( ) No	Motorola Solutions LPR fixed or mobile cameras can be utilized regardless of the necessary location. Our offerings have the ability to be affixed to buildings, the inside or outside vehicles, and high traffic area vantage points to ensure safety	*
73	Video capable threat and weapons detection.	( ) Yes (•) No	Our current hardware and software suites do not provide the ability to utilize AI visual threat and weapons detection, though may be a feature available in future offerings.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	(•) Yes ( ) No	Our offering includes several related and complementary equipment/software such as chargers, mounts, brackets, cables, microphones, DEMS software and streaming software. Any service and related accessory related to our Public Safety Surveillance solution is included.	*
75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	(•) Yes ( ) No	Our offering includes all of the above.	*
76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	(•) Yes ( ) No	Our offering includes all of the above.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	(•) Yes ( ) No	Our offering includes all of the above.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe the security features of your proposed solutions in relation to data security.	Our Body-Worn and In-Car Video Camera data security features include: Encryption of data at rest and in transit. CJIS compliance. FIPS-140-2 compliance. Data security is elevated with encryption at rest and in transit technology. Video, audio and metadata is encrypted at rest and in motion using FIPS-140-2 compliant encryption. Motorola Solutions body-worn solutions will not allow users to save or download videos directly from the camera to a USB or other external drive/device. There are no cables that directly connect to the camera. Video may only be accessed for downloading and saving when the camera is connected to its paired DEMS environment.	*

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information. CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to its associated Digital Evidence Management System. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient. Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.
80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Motorola has several APIs on hand that allows integration with other third party CAD and RMS systems to allow searching, tagging, etc. Our professional service team engages with the utilized CAD vendor to discuss the integration. When paired with our in-car camera system, the V300/V700 recordings automatically inherit the properties, including the event tag(s) of the in-car recording. CAD/RMS integration is also available to allow auto tagging. Aside from customizations of standard system options, customers have the ability to request API customization for CAD and RMS integration with third party vendors. Motorola offers our own CAD and RMS solutions which can be integrated as one "ecosystem" ensuring compatibility and long term support. Available metadata includes: Date / Time GPS Officer Name Event Category Badge ID Stream Quality Unit / Camera ID Time Zone Software Version Serial Number MAC ID Battery Level Temperature Power On Power Off Record Start Record Stop Docked/Undocked Covert On / Off
81	Describe how your system allows for secured sharing of videos – file sharing systems.	Motorola Solutions' DEMS provides multiple means and workflows for sharing digital evidence with internal users, external partners and prosecuting agencies to meet an entity's procedures and requirements. Internal sharing can be utilized with individual named users or user groups defined by the user's organization. External sharing of assets can be accomplished in the same manner, with individual external users and user groups that can be managed by the customer within their own Motorola DEMS environment as part of your deployment. External link sharing allows link based shares to individuals who are not users within Motorola DEMS. Sharing allows time restricted access and permission controls for viewing annotations, viewing metadata, or ability to download content. All metadata are accessible to the user and can be viewed prior to sharing. Users can also provide permission to allow the shared user to view metadata as well.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Our on-premise DEMS solution is CJIS compliant. Our cloud solutions use the Microsoft Azure Government environment and is a CALEA and CJIS certified data center. In addition, we build on a strong foundation with an Azure architecture designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Pricing _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:58:55
- Financial Strength and Stability - Financial Strength and Stability _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:59:03
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Information _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:59:11
- Standard Transaction Document Samples - Standard Transaction Documents _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 09:59:19
- Upload Additional Document - Additional Documents.zip - Thursday October 12, 2023 10:00:15
- Requested Exceptions - Requested Exceptions _ Public Safety Video Surveillance Solutions - Sourcewell.pdf - Thursday October 12, 2023 10:01:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Norberto Colon, TVP, MSSSI, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☑	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☑	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☑	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☑	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☑	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☑	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☑	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☑	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☑	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☑	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☑	2

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

AMENDMENT #1
TO
CONTRACT # 101223-MOT

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Motorola Solutions, Inc.** (Supplier).

Sourcewell awarded a contract (101223-MOT) to Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services to Sourcewell and its Participating Entities, effective January 31, 2024, through December 15, 2027 (Contract).

The parties agree to amend the Contract to include Supplier's additional end-user terms and conditions for Participating Entities.

NOW, THEREFORE, the parties amend the Contract as follows:

Parties hereby enter into this Amendment No. 1 pursuant to Article 6.B. of the Contract, Motorola now provides end-user terms related to the purchase Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services. All terms and conditions of the Agreement shall remain in full force and effect, except as modified herein solely for the purpose of the work being performed under this Amendment. If any conflicts arise due to this Amendment, this Amendment's additional/supplemental terms and conditions shall prevail over the Agreement.

1. This Amendment is effective upon the date of the last signature below.
2. Article 6. PARTICIPATING ENTITY USE AND PURCHASING B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM of the Contract is deleted in its entirety and replaced with the following:

> B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Supplier's Motorola Solutions Customer Agreement (MCA), which is attached hereto as Attachment A, is incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and

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conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 1/27/2025 | 4:16 PM CST

Motorola Solutions, Inc.

DocuSigned by:
By: Norberto Colon
9AC8D7AC03B5427...

Norberto Colon

Title: VP MSSSI & DIRECTOR OF SALES

Date: 1/27/2025 | 6:31 PM CST

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

ATTACHMENT A

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services; and

WHEREAS, Sourcewell ("Sourcewell"), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell's cooperative purchasing contracts ("Participating Entities"); and

WHEREAS, on January 31, 2024, Sourcewell and Motorola entered into a contract identified as 101223-MOT, (the "Contract"), which provides that Participating Entities (including Customer) may purchase Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services ("Public Safety Video Surveillance Solutions") from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase Public Safety Video Surveillance Solutions with Related Equipment, Software, Accessories, or Services ("Public Safety Video Surveillance Solutions") from Motorola by Customer.

Section 1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products and Services

(as each are defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more Motorola prepared or agreed upon addenda attached to this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the Exhibits, Addenda, and Motorola-provided Proposal collectively form the Parties' "**Agreement**".

1.2. Attachments. The Exhibits listed below will be attached hereto and incorporated into and made a part of this Agreement:

Exhibit A "Payment" (Communications System purchase only)
Exhibit B Motorola Proposal dated _____
Exhibit C "System Acceptance Certificate" (Communications System only)

1.3. Order of Precedence. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through C will be resolved in their listed order, and 2) Each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and Services described in such Addendum.

Section 2. Definitions.

"**Authorized Users**" means Customer's employees, full-time contractors engaged for the purpose of

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the effective date that alters the work, the contract sum, the contract time, or other change mutually decided between the Parties.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" means the price for the Communications System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A "Payment" or the pricing pages of the Proposal, recurring fees for maintenance, SUA, or Subscription Software are included in the Contract Price.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services.

"Customer Contact Data" has the meaning given to it in the DPA.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be required for use of the Products and Services.

"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/motorola_solutions_united_states_data_processing_addendum_online_version.pdf and is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"Documentation" means the documentation for the Equipment, software Products, or data, that is delivered with the Products and Services that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services;

"Fees" means charges applicable to the Products and Services.

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

“Integration Services” means the design, deployment, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means licensed software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services (such as software integration Services) described in the applicable statement of work.

“Motorola Data” means data owned or licensed by Motorola and made available to Customer in connection with the Products and Services;

“Motorola Materials” means proprietary software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials

“Non-Motorola Materials” means collectively, Customer or third-party software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (“SOW”), schedules, technical specifications, quotes, and other documents setting forth the Products and Services to be purchased by Customer and provided by Motorola. The Proposal may also include an ATP, Acceptance Test Plan, depending on the Products and Services purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software, and Subscription Software being purchased by the Customer will collectively be referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

“Professional Services” are Services provided by Motorola to Customer under this Agreement the nature and scope of which are more fully described in the Proposal and Section 2.2.5 of this Agreement.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations.

“Process” or “Processing” have the meaning given to them in the DPA

“Services” means services related to purchased Products as described in the Proposal.

“Service Completion Date” means the date of Motorola’s completion of the Services described in a Proposal.

“Service Use Data” has the meaning given to it in the DPA.

“Site” or **“Sites”** means the location where the Integration Services or Maintenance and SUpport Services will take place.

“Software System” means a solution that includes at least one software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

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"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subscription Software" means licensed cloud-based software-as-a-service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis.

"Third-Party Data" has the meaning given to it in the DPA.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

Section 3. Products and Services.

3.1. Products. Motorola will (a) sell Equipment, (b) Licensed Software, and (c) Subscription Software to Customer, to the extent each is set forth in this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement.

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties or (b) Maintenance and Support Services, each as further described in the applicable statement of work. Maintenance, Support Services and Integration Services will each be considered "Services", as defined above.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Quote or Proposal. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, this Agreement.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Assessment of Systems & Operations. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer's voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

3.2.5.2. Network Security. If Customer is purchasing network security assessment of network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer's system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee.

Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

3.2.5.3. Application Development. If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed as described in Section 2.5 - Documentation.

3.2.6. Transport Connectivity Services. Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola's standard Transport Connectivity Addendum, a copy of which is available here: https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html.

3.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.4. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.5. Documentation. Products and Services may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

3.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

3.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services.

3.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any Prohibited Jurisdiction), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in,

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any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.9. To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party . If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

Section 4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products and Services governed thereby.

4.1.1. Subscription Terms. The duration of Customer's subscription commences upon delivery of the first Subscription Software (and recurring Services, if applicable) ordered under this Agreement and will continue for a twelve (12) month period or such longer period identified in a Proposal (the "**Initial Subscription Period**") and will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year.

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such

termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products or Services under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription Software. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Equipment or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

Section 5. Payment, Invoicing, Delivery and Risk of Loss

5.1. Customer affirms they have signatory authority to execute this contract. The Contract Price of $_____, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up

fees, license fees, or other fees set forth in a Proposal. Motorola may suspend the Subscription Software and any recurring Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products and Services contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in a Proposal. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5.5. Payment. Customer will pay invoices for the Products and Services provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss**.** Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software and/or Subscription Software will not pass to Customer at any time.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Services (i.e. cyber) are an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

Section 6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated

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upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products and Services.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or

adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement**.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms applicable to Motorola products are located at the following site: https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other software Product provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("API") offered solely in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

6.11. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

Section 7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. Communications System Warranty. Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the "Warranty Period").

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7.3. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). Copies of the SwSP can be found at https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html, a copy of which is available to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's Lifecycle Management Services ("LMS") after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.

7.4. On-Premises Software System Warranty. Motorola represents and warrants that, on the System Completion Date, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier.

7.4.1. On-premises Software Systems as a service and cloud hosted Software Systems are provided as a service and accordingly do not qualify for the On-premises Software System Warranty. System completion, however, for each of these solutions is determined in accordance with **Section 12.2 Software System Completion** below.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) The warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Motorola Licensed Software Warranty. Unless otherwise stated in the License Agreement, for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola)

7.7.1. As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis.

7.7.2. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

7.8. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

7.9. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.10. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.11. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

Section 8. Indemnification.

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8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or

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proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

Section 9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT OR INTEGRATION SERVICE UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUBSCRIPTION SOFTWARE OR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUBSCRIPTION SOFTWARE OR RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SUBSCRIPTION SOFTWARE OR RECURRING SERVICE DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES ; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3 Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

Section 10.Confidentiality.

10.1. Confidential Information. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("Recipient") within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

10.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

10.3. Exceptions. Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Agreement; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement.

10.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser, and will not be copied or reproduced without written permission. Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy for use only in case of a dispute concerning this Agreement, and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures. Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained

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subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use it in the manner, and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 11.Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in the DPA.

11.3. Data Retention and Deletion. Except as expressly provided otherwise under the DPA, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Proposal, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 15.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Proposal.

11.4. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

11.5. Third-Party Data and Motorola Data. Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other

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data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.

11.5.1. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.

11.5.2. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.

11.6. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.7. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

Section 12.Acceptance

12.1. Communications System Acceptance.

12.1.1. Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the

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Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

12.1.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance.

12.1.3. Customer shall not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or written authorized use. Upon the date Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

12.2 Software System Completion. Any Software System described in the Proposal (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the Proposal) (the "System Completion Date"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("Product Completion Date"), which may occur before the System Completion Date. As used in this Section, "Beneficial Use" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the Proposal. This Section applies to Products purchased as part of a Software System notwithstanding any conflicting delivery provisions within this Agreement, and will control over such other delivery provisions to the extent of a conflict.

Section 13.Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

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Section 14.Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

Section 15.General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products,including an audit of total user licenses credentialed by Customer for any Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be

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responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically

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stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Exhibits, Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer: _____**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Software License Addendum

This Software License Addendum (this "**SLA**") is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement ("MCA") to which it is attached. Capitalized terms used in this SLA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This SLA governs Customer's use of Licensed Software (and, if set forth in a Proposal, related Services) and Subscription Software from Motorola, as applicable, and is an integral part of the Parties' Agreement.

Section 2. Licensed Software License and Restrictions.

2.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Licensed Software identified in a Proposal, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Proposal, the foregoing license grant will be limited to the number of licenses set forth in the applicable Proposal and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Proposal, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

2.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this Agreement will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Change Order or Proposal, the licenses granted under this **Section 2 Licensed Software License and Restrictions** will automatically terminate, and such Subscription Software will be governed by the terms of **Section 3 Subscription Software License and Restrictions**.

2.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

2.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a

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Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time the temporary transfer is discontinued.

2.5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

Section 3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in a Proposal, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a Proposal (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

3.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

Section 4. Software Systems - Applicable Terms and Conditions

4.1. On-Premise Software System. If Customer purchases an "on-premises Software System," where Licensed Software is installed at Customer Sites or on Customer-Provided Equipment, then, unless otherwise specified in writing that any software is being purchased as Subscription Software, the Licensed Software is subject to Section 2 of the SLA.

4.1.1. CAD and Records Products. The terms set forth in this Section 4.1.1. apply in the event Customer purchases any Computer Aided Dispatch ("CAD") or Records Products under the Agreement.

4.1.1.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under this SLA to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products.

4.1.1.2. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("CJIS") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Proposal for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4.2. On-Premise Software System as a Service. If Customer purchases an "on-premises Software System as a service," where software Products are installed at Customer Sites or on Customer-Provided Equipment, and generally licensed on a subscription basis (i.e, as Subscription Software), then such Subscription Software is subject to Section 3 of the SLA. The firmware preinstalled on Equipment included with an on-premises Software System as a service purchase, and any Microsoft operating system Licensed Software are subject to Section 2 of the SLA.

4.2.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SLA as part of an "on-premises Software System as a service" solution will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time the Parties execute the applicable agreement, (a) the licenses granted to such on-premises Subscription Software under this SLA will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of **Section 4.3 Cloud Hosted Software System.**

4.2.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 4.2.1 – Transition to Subscription License Model.** Notwithstanding the foregoing, subscription Fees may be greater than Fees paid by Customer for on-premises Subscription Software.

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4.2.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

4.3. Cloud Hosted Software System. If Customer purchases a "cloud hosted Software System," where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), then such Subscription Software is subject to Section 3 of the SLA.

4.4. Additional Cloud Terms. The terms set forth in this **Section 4.4 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

4.4.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

4.4.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

4.4.3. Maintenance. Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

Section 5. Term.

5.1. Term. The term of this SLA (the "**SLA Term**") will commence upon the Effective Date of the MCA.

5.2. Termination - Licensed Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA (and any Agreements hereunder) immediately upon notice to Customer if Customer breaches **Section 2 – Licensed Software License and Restrictions** of this SLA, or any other provision related to Licensed Software license scope or restrictions set forth in a Proposal, EULA, or other applicable Addendum. Upon termination or expiration of the SLA Term, all Motorola obligations under this SLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services.

5.3. Termination - Subscription Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA, or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SLA, or any other provision related to Subscription Software license scope or restrictions set forth therein, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers).

5.4. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and Documentation, and that Customer's breach of the SLA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

5.5. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

Section 6. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

Section 7. Survival. The following provisions will survive the expiration or termination of this SLA for any reason: Section 2 – Licensed Software License and Restrictions; Section 3 -- Subscription Software License and Restrictions; Section 4 -- Software Systems -- Applicable Terms and Conditions; Section 5 – Term; Section 7 – Survival.

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

Mobile Video and Vigilant Addendum

This Mobile Video and Vigilant Addendum (this "**MVVA**") is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement ("MCA") to which it is attached. Capitalized terms used in this MVVA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This MVVA governs Customer's purchase of (a) any Motorola mobile video Products, including participation in Motorola's Video-as-a-Service Program ("**VaaS Program**"), and (b) Motorola's Vigilant automated license plate recognition software and hardware Products ("**LPR Products**"). This MVVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVVA.

Section 2. Definitions.

"**Mobile Video System**" is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site.

Camera License Key ("**CLK**") means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector and/or Subscription Software

Commercial Booking Images refers to booking images collected by commercial sources and available on Vigilant VehicleManager with a paid subscription.

Commercial Data means both Commercial Booking Images and Commercial LPR Data.

Commercial LPR Data refers to LPR data collected by private sources and available on Vigilant VehicleManager with a paid subscription.

License Plate Recognition ("**LPR**") refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

Section 3. Evidence Management Systems; Applicable Terms and Conditions.

3.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an "**On-Premises Evidence Management System**"), then, unless the Proposal specifies that any software is being purchased as Subscription Software, any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment purchased in connection with the On-Premises Evidence Management System is subject to the SLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Evidence Management System Warranty** (the "**System Warranty**").

3.2. Cloud Hosted Evidence Management. If Customer purchases a Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service ("**Cloud Hosted Evidence Management System")**, then such software is subject to the SLA. Any Equipment purchased in connection with the Cloud Hosted Evidence Management System is subject to the MCA. System Warranty does not apply to Cloud Hosted Evidence Management Systems. System completion is determined in accordance with the provisions of **Section 12 –System Completion** below.

3.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Addendum.

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

Section 4. Payment. Customer will pay invoices for the Products and Services covered by this MVVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule is set forth in the Proposal.

Section 5. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 3.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier.

Section 6. Additional Software and Video Terms and Conditions.

6.1. Unlimited Storage. Storage shall be specifically described in Proposal. "Unlimited Storage" related to Customer's purchase of a Cloud Hosted Evidence Management system means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer's data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

6.2. Applicable End User Terms. Described in Section 5.6 of the SLA.

6.3. License Plate Recognition Data Ownership and Retention. Motorola retains all title and rights to Commercial LPR Data and Commercial Booking Images. Customer shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal law enforcement agencies ("LEAs"). LPR data and where applicable, booking images, collected by the License plate recognition ("**LPR**") data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer's own retention policy. LPR data and/or booking images that has reached the end of the retention period set by the Customer in ClientPortal or VehicleManager will be deleted in accordance thereof. Customer retains all rights to LPR data and booking images collected by Customer.

6.3.1 Data Sharing. Customer, at its option, may share its LPR data with other similarly situated LEAs which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager.

6.3.2. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided by Customer ("**User Eligibility Requirements**") may access Vigilant

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

VehicleManager. Motorola in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola. Customer will be responsible for all individuals' access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement. Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if it becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

6.3.3 LEA Customers. If Customer is an LEA, other similarly situated LEAs that collect their own LPR data and booking images may opt to share such data with Customer using VehicleManager.

6.3.4. Non-LEA Customers. If Customer is a non-LEA Customer, other similarly situated ClientPortal customers that collect their own LPR data may opt to share such data with Customer using ClientPortal. Such LPR data generated by other ClientPortal customers is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective ClientPortal customer, and shall be used by Customer only in connection with its use of ClientPortal. Third-party LPR data that has reached its expiration date will be deleted from ClientPortal in accordance with the retention terms of the sharing entity.

6.4. Commercial Data Access. If Customer purchases a subscription to Commercial Data, then Customer shall execute and agree to the terms of Motorola's standard Data License Addendum, a copy of which is available upon request.

6.5. API Support. Described in the MCA.

6.6. Support of Downloaded Clients. Described in the MCA.

6.7. CJIS Security Policy. Described in the MCA.

Section 7. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered Equipment, as defined in the MCA and constitutes a purchase of Equipment subject to the terms and conditions contained therein. In addition, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

7.1. Technology Refresh. Body cameras and associated batteries purchased under the VaaS Program ("**Body Cameras**") may be eligible for a technology refresh as described in the Proposal. If included in the Proposal, and in the event the Body Camera is eligible for replacement applicable under this **Section 7.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Proposal) will not be eligible for a technology refresh hereunder.

7.2. No-Fault Warranty. If specified in the Proposal, and subject to the disclaimers set forth in the Agreement, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA, or (iii) any Equipment that Motorola determines

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

was changed, modified, or repaired by Customer or any third party. The "**No-fault Warranty**" means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

7.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Proposal (the "**Initial Commitment Term**"). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 11.2 – Termination** hereunder.

Section 8. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "**Subsequent Commitment Term**") with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a "**Commitment Term**".

Section 9. Included Subscription Software.

9.1 VideoManager EL. Subject to **Section 11.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System during the VaaS Term (as defined below), use of the Cloud Hosted Evidence Management System is subject to the MCA and SLA. Customer's subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, Customer's continued use of expired Equipment with the Cloud Hosted Evidence Management System is subject to Customer's purchase of additional access at Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

9.2 CommandCentral. If specified and included in the Proposal, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral (CC), which provides access to CC Community, CC Capture, CC Vault and CC Records. Additional CC licenses may be purchased for an additional fee.

9.3 VideoManager EX: Subject to **Section 11.1 – VaaS Term,** if specified in the Proposal, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the MCA and SLA. Following expiration of the applicable Commitment Term, Customer must purchase additional access to VideoManager EX, at Motorola's prevailing rates, to continue using expired Equipment with the VideoManager EX, or Motorola may disconnect connectivity of any expired Equipment.

9.4. Vigilant VehicleManager or Vigilant ClientPortal. The VaaS Program provides Customer with a subscription to Vigilant VehicleManager or Vigilant ClientPortal, as specified in the

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

Proposal, during the VaaS Term (as defined below). Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Vigilant VehicleManager or Vigilant ClientPortal, Customer must purchase additional access to Vigilant VehicleManager or Vigilant ClientPortal based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.

9.4.1. Access. Use and access to VehicleManager is strictly restricted to Law Enforcement Agencies ("**LEAs**") and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access Client Portal.

9.5. CarDetector. Customer Customer may purchase Vigilant CarDetector which is Subscription Software. For Customers subscribing to CarDetector, Customer is required to obtain a CLK for each Motorola-approved camera which uses CarDetector. A CLK can be obtained by Customer by going to Motorola's company support website and completing the online request form to Vigilant technical support staff.

Section 10. VaaS Program Payment.

10.1 Mobile Video System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in a Proposal. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be prorated based on the applicable number of days remaining in the such initial Subscription Quarter.

10.2 LPR System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee yearly (each a "Subscription Year"), as set forth in a Proposal. If Customer orders any additional LPR Product(s) under the VaaS Program subsequent to Customer's initial purchase, the Fees for the additional LPR Product will be added to the yearly subscription Fee and will be payable on the same Fee payment schedule as the initial LPR Products purchased by the Customer; provided, however, that for the first Subscription Year during which such additional LPR Product(s) is purchased, the subscription Fee for the applicable additional LPR Product(s) will be prorated based on the applicable number of days remaining in such initial Subscription Year.

Section 11. VaaS Program Term and Termination.

11.1 VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term or the Initial Commitment Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

11.2 Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA and SLA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the prorated remainder of the aggregate Equipment list price (prevailing as of the time of delivery). This is calculated by multiplying the list price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order.

11.3 Post Termination Subscription Software Access. Upon completion of the VaaS Term, Customer may elect to purchase additional CLKs, at then current rates, for continued Vigilant CarDetector and/or Subscription Software access. If applicable, additional network costs, at then current rates, may apply. Any continued Software Subscription access shall continue to be governed by the MCA and SLA.

Section 12. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Proposal. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance with the terms of the MCA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding any delivery provisions of the Agreement, and this Section will control over such other delivery provisions to the extent of a conflict.

Section 13. Additional Cloud Terms. The terms set forth in Section 4.4 Additional Cloud Terms of the SLA apply in the event Customer purchases any cloud hosted software Products, including a Cloud Hosted Evidence Management System.

Section 14. Survival. The following provisions will survive the expiration or termination of this MVVA for any reason: Section 1 – Addendum; 3 – Evidence Management Systems; Applicable Terms and Conditions; Section 4 – Payment; Section 6.2 – Applicable End User Terms; Section 9.1 – VideoManager EL Section 11 – VaaS Program Term and Termination; Section 14 – Survival.

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Maintenance, Support and Lifecycle Management Addendum (this "**MSLMA**") is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement ("MCA") to which it is attached. Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This MSLMA governs Customer's purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Proposal related Services) from Motorola and will form part of the Parties' Agreement. This MSMLA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services.

Section 2. Scope

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) ("Maintenance and Support Services") and/or upgrade services ("Lifecycle Management") as further described in the applicable Proposal.

Section 3. Terms and conditions

3.1 Maintenance and Support services

3.1.1 Purchase Order Acceptance. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 Start Date. The "Start Date" for Maintenance and Support Services will be indicated in the applicable Proposal.

3.1.3 Auto Renewal. Unless the applicable Proposal specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

3.1.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Proposal.

3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

3.1.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSLMA and applicable Proposal.

3.1.10 Intrinsically Safe. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 Excluded Services.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this MSLMA or the applicable Proposal, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 Time And Place. Service will be provided at the location specified in this MSLMA and/or the applicable Proposal. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this MSLMA or applicable Proposal, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this MSLMA or applicable Proposal, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 Customer Contact. Customer will provide Motorola with designated points of contact (list

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.1.14 Warranty. Motorola warrants that its Maintenance and Support Services under this section will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.2 **Lifecycle Management Services**

3.2.1 The License terms included in the MCA and its SLA Addendum apply to any Motorola Licensed Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this MSLMA is _____ years, commencing on _____, 202_. The Lifecycle Management Price for the ____ years of services is $_____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Proposal, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The Communications System upgrade will be scheduled during the subscription period and will be performed when Motorola's upgrade operation resources are available. Motorola may substitute any of the promised Equipment or Licensed Software so long as the substitute is equivalent or superior to the initially promised Equipment or Licensed Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Licensed Software are delivered, in accordance with the MCA, and the Lifecycle Management services are fully performed.

3.2.5 The Warranty Period for any Equipment or Licensed Software provided under a Lifecycle Management transaction will commence upon shipment and is for a period of ninety (90) days. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Proposal.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Proposal, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this MSLMA or the applicable Proposal, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the _ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the _ year commitment. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 4. Payment

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the Agreement's first year and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

Exhibit A

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**

2. **60% of the Contract Price due upon shipment of equipment from Staging;**

3. **10% of the Contract Price due upon installation of equipment; and**

4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

Docusign Envelope ID: 948244E9-B8D3-40E6-8E5A-18B0D00F520B

EXHIBIT C

System Acceptance Certificate
Communications System

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Sourcewell #101223-MOT - Public Safety Video Surveillance Solutions

APC-Based Mobile Video Price List*			
Body Worn Camera Systems			
APC	**Category**	**Description**	**Discount Off LIST**
852	Body Worn Video Camera (Vista, V300, V700)	Body Worn Camera Hardware	20.00%
840	Body Worn Video Camera (Vista, V300, V700)	Systems Integration / Deployment	0.00%
853	Body Worn Video Camera (Vista, V300, V700)	Mobile Video Software Maintenance	20.00%
854	Body Worn Video Camera (Vista, V300, V700)	Mobile Video Hardware Maintenance & Services	20.00%
9893	Body Worn Video Camera (Vista, V300, V700)	Body Worn Camera Accessories	20.00%
952	Body Worn Video Camera (V200)	Body Worn Camera Hardware	20.00%
9903	Body Worn Video Camera (SVX)	Body Worn Camera Hardware	20.00%
		Body Worn Camera Hardware	
899	Body Worn Video Camera (Vista, V300, V700)	Body Worn Camera As - a - Service	0.00%
897	Body Worn Video Camera (Vista, V300, V700)	Software Maintenance As - a - Service	0.00%
898	Body Worn Video Camera (Vista, V300, V700)	Hardware Maintenance As - a - Service	0.00%
914	Body Worn Video Camera (Vista, V300, V700)	Systems Integration As - a - Service	0.00%
663	Body Worn Video Camera (VB400)	BWCs and Accessories	0.00%
667	Body Worn Video Camera (VB400)	Installation Services	0.00%
683	Body Worn Video Camera (VB400)	Extended Warranties	0.00%
695	Body Worn Video Camera (VB400)	Cloud Subscriptions	0.00%
9952	Body Worn Video Camera (VB400)	Software Licenses	0.00%
In Car Video Systems			
851	In Car Video (4RE, M500)	Mobile Video In Car Video	20.00%
840	In Car Video (4RE, M500)	Systems Integration / Deployment	10.00%
853	In Car Video (4RE, M500)	Mobile Video Software Maintenance	20.00%
854	In Car Video (4RE, M500)	Mobile Video Hardware Maintenance & Services	20.00%
9946	In Car Video (4RE, M500)	Mobile Video Accessories	20.00%
894	In Car Video (4RE, M500)	Mobile Video In Car Video As - a - Service	0.00%
897	In Car Video (4RE, M500)	Software Maintenance As - a - Service	0.00%
898	In Car Video (4RE, M500)	Hardware Maintenance As - a - Service	0.00%
914	In Car Video (4RE, M500)	Systems Integration As - a - Service	0.00%
Interview Rooms			
612	Interview / Interrogation Room Video and Recording	Interview Room Subscription	0.00%
616	Interview / Interrogation Room Video and Recording	Interview Room Software, Command Central Evidence,	0.00%
331	Interview / Interrogation Room Video and Recording	Interview Room Delivery Services	0.00%
708	Interview / Interrogation Room Video and Recording	Edge Appliance	10.00%
207	Interview / Interrogation Room Video and Recording	Microphone	10.00%
915	Interview / Interrogation Room Video and Recording	Camera Equipment	10.00%
851	Interview / Interrogation Room Video and Recording	Light Switch	20.00%
178	Interview / Interrogation Room Video and Recording	POE Switch	10.00%
Software			
217	Mobile Video	LMS Onboarding, LEARNER Subscription	0.00%
612	Mobile Video	CC Aware, Integration	0.00%
616	Mobile Video	Command Central Evidence	0.00%
315	Mobile Video	Records Management	0.00%
413	Mobile Video	Field Response Application	0.00%
259	Mobile Video	Community Interaction Tool	0.00%
217	Mobile Video	LEARNER LXP	0.00%
696	Mobile Video	Software Maintenance - Cloud Services	0.00%
License Plate Reader Systems			
650	Automated License Plate Readers and Recording Devices	Vaas PS HW / Vigilant Hardware	10.00%
665	Automated License Plate Readers and Recording Devices	Vaas PS Delivery / Vigilant Delivery Services	0.00%
669	Automated License Plate Readers and Recording Devices	Vaas PS Support / Vigilant Support Services	10.00%
693	Automated License Plate Readers and Recording Devices	Vaas PS SaaS / Software As - a - Service	10.00%
9944	Automated License Plate Readers and Recording Devices	Vigilant Accessories	10.00%
9945	Automated License Plate Readers and Recording Devices	Vigilant HW Accessories	10.00%
666	Automated License Plate Readers and Recording Devices	Vigilant IDP	10.00%
668	Automated License Plate Readers and Recording Devices	Vigilant SI	10.00%
692	Automated License Plate Readers and Recording Devices	Vigilant Warranty & Maint	10.00%
*** Discounts do not apply to 3rd party hardware, software, or services**			

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/14/2025

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
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Motorola Solutions, Inc.
Attn Stephanie Lampi
500 West Monroe
Chicago IL 60661 USA

COVERAGES **CERTIFICATE NUMBER:** 570116645061 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y		TB2641005169075	07/01/2025	07/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
							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:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	

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

RE: Proposal/Quote for licenses on all current Motorola/Vigilant cameras, Motorola's Services Agreement for our City Attorney's Office to review. The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

City of Redondo Beach
401 Diamond St.
Redondo Beach CA 90277 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570116645061

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

Name Of Additional Insured Person(s) Or Organization(s):	**Location(s) Of Covered Operations**
All Entities as required in writing prior to the date of loss	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

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

© Insurance Services Office, Inc., 2018

Administrative Report

H.13., **File #** 26-0258 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: JOY A. FORD, CITY ATTORNEY

TITLE

RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO $25,000

EXECUTIVE SUMMARY

Pursuant to Redondo Beach Municipal Code Section 2-11.05, the City Attorney or a representative shall be authorized, pursuant to Section 935.4 of the Government Code of the State, with the power and authority to adjust, compromise, or settle any type of claim against the City in an amount up to, but not to exceed, $25,000.

BACKGROUND

The City Attorney's office authorized the following settlements:

Worker's compensation case for Garret Todd in the amount of $20,445.

COORDINATION

The City Attorney's Office coordinated with the Department of Human Resources in connection with the preparation of this report.

FISCAL IMPACT

Settlements are paid out of the City's self-insurance fund.

Submitted by:

Joy A. Ford, City Attorney

Administrative Report

H.7., **File #** 26-0110 **Meeting Date:** 2/3/2026

To: **MAYOR AND CITY COUNCIL**
From: JOY A. FORD, CITY ATTORNEY

TITLE
RECEIVE AND FILE THE CITY ATTORNEY AUTHORIZATION REPORT FOR SETTLEMENTS IN AN AMOUNT UP TO $25,000

EXECUTIVE SUMMARY
Pursuant to Redondo Beach Municipal Code Section 2-11.05, the City Attorney or a representative shall be authorized, pursuant to Section 935.4 of the Government Code of the State, with the power and authority to adjust, compromise, or settle any type of claim against the City in an amount up to, but not to exceed, $25,000.

BACKGROUND
The City Attorney’s office authorized the following settlements:

Physical damages claim case for Judicial Council of California in the amount of $7,665.71.

COORDINATION
The City Attorney's Office coordinated with the Department of Human Resources in connection with the preparation of this report.

FISCAL IMPACT
Settlements are paid out of the City’s self-insurance fund.

Submitted by:

Joy A. Ford, City Attorney

Administrative Report

H.14., **File #** 26-0276 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: JANE CHUNG, ASSISTANT TO THE MANAGER

TITLE

AUTHORIZE THE MAYOR TO SIGN LETTERS OF SUPPORT FOR FY27 CONGRESSIONAL DIRECTED SPENDING PROJECT APPLICATIONS

EXECUTIVE SUMMARY

This report seeks authorization for the Mayor to sign letters of support for projects being considered for federal funding through the FY27 Congressional Directed Spending (CDS) process. Each project aligns with the City's adopted Strategic Plan and Legislative Action Platform. Submitting letters of support strengthens the City's federal funding applications and ensures the City of Redondo Beach remains competitive in securing available congressional appropriations. Approval of the recommended action would allow the City to meet federal submission deadlines and continue advocating for resources that benefit the community.

The City Manager's Office collaborated with multiple City departments to identify projects that align with adopted City goals, are eligible for CDS consideration, and generally do not have a known/available source of funding. This report lists those projects and identifies which would be submitted for the FY27 cycle. The City has also received a request from the Beach Cities Health District (BCHD) for a letter of support for its federal funding application.

Consistent with the recently adopted Legislative Action Platform, draft position statements are to be presented to the City Council whenever practicable. Therefore, staff is providing the draft support letters for the City Council's consideration

BACKGROUND

Each year, members of Congress solicit local project submissions for potential federal funding through the Congressional Directed Spending (CDS) process. These requests allow cities to seek targeted appropriations for infrastructure, public safety, environmental, and community-serving initiatives that may not be fully funded through local resources.

The City identified twelve potential projects, but after conferring with our legislative advocacy team and considering the resources and time needed to prepare the applications, staff determined that four should be submitted for consideration in the FY27 Congressional Directed Spending cycle, with the remaining projects retained for future funding opportunities. The four projects represent a range of cost options that align with varying levels of potentially available federal funding.

The four projects selected for submission in this cycle, listed from least to most expensive, are as follows:

Alternative Crisis Response Team Case Management System Project ($150,000): This project would fund a unified case management system and field technology to support the City's Alternative Crisis Response Team, which provides trauma informed, non law enforcement intervention for mental and behavioral health crises. In addition to modernizing data management and communication tools, the project includes specialized training to ensure responders can fully leverage new technology, apply best practice crisis intervention techniques, and coordinate effectively with public safety, health, and housing partners.

- *Strategic Plan Priority Area: Goal 2.2: Strengthen the City's Mental Health Response and Community Support Systems*
- *Legislative Action Platform Priority: Homelessness & Mental Health Services*

Emergency Medical Cardiac Monitor and Mechanical CPR Device Replacement Project ($1M): This project would replace the City's aging cardiac monitors and mechanical CPR devices, strengthening the delivery of high quality, lifesaving prehospital care. The investment modernizes essential emergency medical equipment, enhances clinical performance and responder safety, and ensures reliable service without drawing on limited local resources.

- *Strategic Plan Priority Area: Goal 2.4: Continue to Leverage Technology to Enhance Public Safety, Emergency Response, and Community Resilience*
- *Legislative Action Platform Priority: Public Safety & Emergency Preparedness*

Avenue F Stormwater Infrastructure Improvement Project ($5M): This project would construct a stormwater infiltration system to capture and treat runoff from a 400 acre watershed and replace a structurally failing 232 foot storm drain outfall that poses public safety and flood risk concerns. Together, these improvements would prevent untreated flows from reaching the ocean, enhance coastal water quality, and restore critical stormwater infrastructure needed for reliable performance during major rain events.

- *Strategic Plan Priority Area: Goal 1.1: Expand and Enhance Public Spaces, Amenities, and Programs*
- *Legislative Action Platform Priority: Environment & Sustainability*

King Harbor Seawall Replacement Project ($20M): This project would replace the failing King Harbor seawall, which cannot be rebuilt in its current location and requires construction of a new, more resilient structure seaward of the existing wall. The project would deliver a modern coastal protection system designed to safeguard harbor infrastructure, public access, and shoreline assets against ongoing structural deterioration and future sea level and storm related impacts.

- *Strategic Plan Priority Area: Goal 1.1: Expand and Enhance Public Spaces, Amenities, and Programs*
- *Legislative Action Platform Priority: Environment & Sustainability*

The City Manager's Office would continue to monitor the remaining projects and work with departments to update the list ahead of each annual funding cycle. The projects that would be kept for consideration in future cycles, listed from least to most expensive, are as follows:

Storm Drain System Rehabilitation and Replacement Project ($2M): This project would repair and replace the City's deteriorated corrugated metal storm drain pipes, which have corroded to the point of causing sinkholes and posing risks to public safety, property, and infrastructure. Restoring this system is essential to prevent future failures and reduce sediment and pollutant discharges into the ocean.

- *Strategic Plan Priority Area: Goal 1.1: Expand and Enhance Public Spaces, Amenities, and Programs*
- *Legislative Action Platform Priority: Environment & Sustainability*

Seaside Lagoon - Waterfront Promenade Reconstruction Project ($2M): This Seaside Lagoon Rehabilitation Project would construct a redesigned waterfront promenade incorporating the staff recommended one way vehicular circulation plan. Improvements include a widened entry from Portofino Way, improved turning radii for vehicles with trailers, a designated unloading pull out near the hand launch, pedestrian safety features such as bollards and differentiated paving, and upgraded paving, lighting, landscaping, and placemaking elements, enhancing pedestrian safety while maintaining essential vehicle access to the hand launch.

- *Strategic Plan Priority Area: Goal 1.1: Expand and Enhance Public Spaces, Amenities, and Programs*
- *Legislative Action Platform Priority: Environment & Sustainability*

Riviera Village Parking Structure Project Environmental Assessment ($3.5M): This project would fund the environmental assessment and feasibility study needed to convert an underutilized site in Redondo Beach's Riviera Village into a small public parking structure with a publicly accessible rooftop green space, improving coastal zone access, supporting nearby housing growth, and expanding much needed urban green space. The full environmental review is expected to take two years.

- *Strategic Plan Priority Area: Goal 1.1: Expand and Enhance Public Spaces, Amenities, and Programs*
- *Legislative Action Platform Priority: Coastal Access & Preservation, Economic Development, Housing*

Mole B Accessible Hand Launch and Coastal Recreation Enhancement Project ($4M): This project would construct a new hand launch facility at Mole B to expand non motorized coastal access and broaden recreational opportunities along the waterfront. Accessible launch systems, floating dock components, and shoreline stabilization features would enhance safety, support low impact marine activities, and promote inclusive public enjoyment of the harbor, with total project needs including design and engineering ($600,000), permitting ($200,000), construction ($3M), and construction management/contingency ($200,000).

- *Strategic Plan Priority Area: Goal 1.1: Expand and Enhance Public Spaces, Amenities, and Programs*
- *Legislative Action Platform Priority: Environment & Sustainability*

Seaside Lagoon - Open Space and Recreation Improvements Project ($7M): This Seaside Lagoon Rehabilitation Project would deliver park like open space and recreational enhancements surrounding the lagoon, including site grading, new perimeter fencing, dual facing promenade

restrooms, landscaping, hardscape, programmable activity areas, a playground, shade structures, fire pits, volleyball courts, picnic areas, and updated site furnishings. These improvements expand year round public use and ensure portions of the open space remain freely accessible even when the lagoon water feature is closed, supporting recreation, community programming, and waterfront activation in compliance with Measure C and the Local Coastal Plan, with total project needs including entitlement, permitting, and bid preparation ($1M), construction ($5.6M), and construction management/contingency ($400,000).

- *Strategic Plan Priority Area: Goal 1.1: Expand and Enhance Public Spaces, Amenities, and Programs*
- *Legislative Action Platform Priority: Environment & Sustainability*

King Harbor Marina Mole A - Eastern Breakwater Reconstruction Project ($10M): This project would reconstruct an aging break wall to reinforce the shoreline and reduce vulnerability to storms and rising seas. These upgrades protect critical public infrastructure, support safe harbor operations, and provide long term climate resilience for the waterfront, with total project needs spanning design and engineering ($1.5M), permitting ($500,000), construction ($7.5M), and construction management ($500,000). -

- *Strategic Plan Priority Area: Goal 1.1: Expand and Enhance Public Spaces, Amenities, and Programs*
- *Legislative Action Platform Priority: Environment & Sustainability*

Seaside Lagoon - Building Replacement and Modernization Project ($30M): This Seaside Lagoon Rehabilitation Project would demolish aging on site buildings and construct two new two story facilities relocated to the northeast corner of the site. The new buildings would provide ticketing, concessions, restrooms, employee offices, rentable event space, and a grand architectural entrance and plaza, improving operational efficiency, enhancing visitor circulation, and delivering modern public amenities that meet current accessibility and resiliency standards. This phase supports year round programming, special events, and long term operational sustainability, with total project needs including entitlements and environmental review ($3M), architectural and engineering plans ($1.5M), demolition and construction ($24M), and construction management/contingency ($1.5M).

- *Strategic Plan Priority Area: Goal 1.1: Expand and Enhance Public Spaces, Amenities, and Programs*
- *Legislative Action Platform Priority: Environment & Sustainability*

Redondo Beach Pier Structural Replacement and Modernization Project ($75M): This project would replace deteriorated wood components of the Redondo Beach Pier with reinforced concrete structural elements to improve public safety, long term durability, and resilience to marine exposure and storm events. Modernizing this iconic regional destination would extend the pier's useful life, reduce lifecycle maintenance costs, and protect a historic economic asset that anchors tourism and recreation in the South Bay, with total project needs including structural assessment, engineering design, and environmental review ($6M), permitting ($3M), construction ($63M), and construction management/contingency ($3M).

- *Strategic Plan Priority Area: Goal 1.1: Expand and Enhance Public Spaces, Amenities, and Programs*
- *Legislative Action Platform Priority: Environment & Sustainability*

Separately, the Beach Cities Health District requested a letter of support for its federal funding application related to the construction of the permanent Allcove Beach Cities facility. The project would fund construction and equipment for a permanent 9,400 square foot youth mental health center, providing low barrier, walk in access to integrated behavioral health, substance use, peer, and family support services for young people ages 12-25. This investment would expand a program that has already served more than 1,600 youth and families and logged over 16,000 visits, strengthening the South Bay's continuum of care and improving timely access to safe, developmentally appropriate support. The City Council has previously expressed support for this effort, when the Mayor was authorized to sign a letter of support for Senate Bill 812 on August 19, 2025. If approved, SB 812 would expand coverage for mental health and substance use services at qualified youth drop in centers. Currently, the bill is being held in committee.

Following City Council authorization, the Mayor would sign the letters of support, and staff would submit them as part of the FY27 Congressional Directed Spending process.

COORDINATION

The City Manager's Office collaborated with multiple departments to develop the City's federal funding project list.

FISCAL IMPACT

There is no fiscal impact associated with authorizing the Mayor to sign the letters of support. If any of the City's projects are awarded federal funding, staff would return to the City Council with necessary documentation and required action to formally accept the funding.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS

- Draft Letters of Support
- BCHD Letters of Support

REDONDO BEACH

Office of the Mayor
415 Diamond Street
Redondo Beach, CA 90277

Tel: 310.697.3653
Redondo.org

March 6, 2026

The Honorable Ted Lieu
United States House of Representatives
2454 Rayburn House Office Building
Washington D.C. 20515

Dear Congressman Lieu,

On behalf of the City of Redondo Beach, I am writing to respectfully request your support for four Congressionally Directed Spending proposals that address urgent public-safety, infrastructure, and behavioral-health needs in the City of Redondo Beach. Each project represents a targeted, high-impact investment that will strengthen essential services while reducing long-term costs to our community.

Alternative Crisis Response (ACR) Case-Management System Project
This project expands our ability to respond effectively to mental- and behavioral-health crises. The ACR Team—comprised of a licensed mental-health clinician and a substance-use professional—provides trauma-informed, non-law-enforcement intervention, reducing emergency room use and easing demand on police and fire personnel. The City requires a unified case-management system, portable field technology, and comprehensive staff training. In addition to modernizing data and communication tools, the project includes specialized training to ensure responders can fully leverage new technology, apply best-practice crisis-intervention techniques, and coordinate effectively with public safety, health, and housing partners

Emergency Medical Cardiac Monitor & Mechanical CPR Device Replacement Project
This project replaces aging cardiac monitors and mechanical CPR devices used daily by the Redondo Beach Fire Department. The current equipment has reached the end of its service life, creating reliability concerns and technology gaps that affect patient care and responder safety. Modernizing this equipment will strengthen emergency medical readiness and ensure first responders can continue delivering high-quality, lifesaving care.

Avenue F Stormwater Infrastructure Improvement Project
This project protects public safety and coastal water quality by constructing a stormwater infiltration system that captures and treats runoff from a 400-acre
watershed. It also replaces a failing 232-foot storm drain outfall that poses significant flood-risk and public-safety concerns. These improvements will modernize aging

infrastructure, enhance stormwater reliability, and support long-term compliance with regional water-quality requirements.

King Harbor Seawall Replacement Project
The existing King Harbor seawall has reached structural failure and cannot be rebuilt in place. A new, more resilient seawall must be constructed seaward of the current structure to protect harbor facilities, utilities, public walkways, and shoreline assets from ongoing deterioration, storm impacts, and future sea-level rise. This project is essential to maintaining the safety, functionality, and economic vitality of King Harbor.

Thank you for your longstanding commitment to public safety, mental-health services, and resilient infrastructure. The City of Redondo Beach stands ready to provide any additional information your office may need as you review these requests. We deeply appreciate your partnership and your continued advocacy on behalf of our community.

Sincerely,

James A. Light
Mayor, City of Redondo Beach

REDONDO BEACH

Office of the Mayor
415 Diamond Street
Redondo Beach, CA 90277

Tel: 310.697.3653
Redondo.org

March 6, 2026

The Honorable Alex Padilla
United States Senate
313 Hart Senate Office Building
Washington D.C. 20510

The Honorable Adam Schiff
United States Senate
112 Hart Senate Office Building
Washington D.C. 20510

Dear Senators Padilla and Schiff,

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March 6, 2026

The Honorable Ted Lieu
United States House of Representatives
2454 Rayburn House Office Building
Washington D.C. 20515

Dear Congressman Lieu,

On behalf of the City of Redondo Beach, I am pleased to provide this letter of support for the Beach Cities Health District's FY27 Community Project Funding Request for the construction of Allcove Beach Cities.

Allcove centers are youth-designed, youth-centered mental health and wellbeing hubs serving young people ages 12–25. These centers provide low barrier, walk in access to integrated mental health and substance use services, peer and family support, care coordination, and school and community connections in a developmentally appropriate, stigma free setting. Since allcove Beach Cities opened in a temporary location in November 2022, there have been more than 16,000 visits by young people, and more than 1,600 young people and their families have received vital behavioral health services. Demand continues to grow each month, reflecting both the rising behavioral health needs of youth and the community's trust in allcove as a safe place to seek help. The program has also become a critical partner to local schools, community organizations, and families who rely on allcove as an accessible entry point into care.

The $2 million request for health facility construction and equipment costs will fund the construction of the permanent allcove Beach Cities facility. This new 9,400 square foot building in Redondo Beach, California, will strengthen the South Bay's behavioral health continuum of care and address persistent access gaps so that young people can receive timely mental health care and supportive services in a safe, welcoming environment.

We strongly support this important community project and respectfully request that you submit it for funding. If you have any questions, please feel free to contact me at james.light@redondo.org.

Sincerely,

James A. Light
Mayor, City of Redondo Beach

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March 6, 2026

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We strongly support this important community project and respectfully request that you submit it for funding. If you have any questions, please feel free to contact me at james.light@redondo.org.

Sincerely,

James A. Light
Mayor, City of Redondo Beach

Administrative Report

H.15., **File #** 26-0299 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: JOY A. FORD, CITY ATTORNEY

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2603-012 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, GRANTING THE APPEAL OF THE DECISION OF THE HEARING OFFICER DESIGNATED BY THE CITY MANAGER, WHICH REVOKED BUSINESS LICENSE #330177 ISSUED TO THE MANHATTAN BEACH SMOKE SHOP DBA REDONDO SMOKE SHOP AND HOOKAH LOCATED AT 2205 ARTESIA BOULEVARD, UNIT A, REDONDO BEACH, CALIFORNIA 90278 UNDER THE OWNERSHIP OF FERAS ADAMO, WHICH THEREBY GRANTED A REINSTATEMENT OF BUSINESS LICENSE #330177 BUT ONLY UPON COMPLETION OF CERTAIN REQUIREMENTS AND SUBJECT TO NEW CONDITIONS

EXECUTIVE SUMMARY

On February 24, 2026, the City Council granted an appeal of the revocation of Business License #330177 issued to the Manhattan Beach Smoke Shop Inc. (Manhattan Beach Smoke Shop) located at Unit A of 2205 Artesia Boulevard. The decision of the City Council was to suspend the business license until certain requirements were met. Upon completion of those requirements, the business license would be subject to certain conditions. The resolution for the decision of the appeal is now before the City Council for approval.

BACKGROUND

On February 24, 2026, the City Council considered an appeal of the revocation of Business License #330177. After hearing testimony and admitting all exhibits into evidence, the City Council found that by a preponderance of the evidence the Manhattan Beach Smoke shop offered for sale and was in possession with intent to sell flavored tobacco and cannabis products, which are prohibited under California law and constitute a violation of Health and Safety Code Sections 104599.5(b) and Redondo Beach Municipal Code Sections 5-9.205(c) and 10-5.1626(c)(1). The City Council further found that there was substantial evidence to establish by a preponderance of the evidence that illegal products were lawfully seized by the CDTFA pursuant to Business and Professions Code Section 22974.2.

Based on those violations, the City Council found that:

1. Action was required to preserve public health, safety and peace;
2. The licensee of business license #330177 violated Redondo Beach Municipal Code and state law; and
3. The licensee has conducted the business in an immoral or disorderly manner.

(Redondo Beach Municipal Code, § 6-1.26, subs. (a), (b) & (d).) The City Council on a 3-2 vote granted the appeal of the Administrative Hearing, and suspended Business License #330177. During the suspension, the Manhattan Beach Smoke Shop was ordered to do the following:

1. Pay a fine to the City equivalent to the amount of costs for the investigation, hearings and personnel involved, which was estimated and rounded to $40,000;
2. Remove any advertising or signage indicating the availability of tobacco products from the exterior and entry of the retail establishment;
3. Remove any tobacco products that is visible from the exterior of the retail establishment; and
4. A sign shall be displayed at the front of the business with font at least two (2) inches in size that states, “This shop does not sell cannabis or flavored tobacco products.”

Upon completion of the requirements outlined above, Business License #330177 would be reinstated subject to the following conditions:

1. No sales of any cannabis and flavored tobacco product;
2. No smoking shall be permitted on the premises at any time;
3. No sales may be solicited or conducted on the premises to minors;
4. No self-service tobacco, tobacco product, or tobacco paraphernalia displays shall be permitted;
5. No distribution of free or low-cost tobacco, tobacco products or tobacco paraphernalia as well as coupons for said items, shall be permitted;
6. No advertising or signage indicating the availability of tobacco products shall be visible from the exterior nor from entry of the retail establishment to the maximum extent possible;
7. The sale of tobacco products and tobacco paraphernalia are subject to the conditions contained in the Tobacco Retail Permits provisions contained in Title 5, Chapter 9, Article 2 of the Redondo Beach Municipal Code;
8. The City and any governmental agency shall have the right to inspect all rooms, surrounding grounds, garages, storage rooms, safes, containers, trash containers, other parts of the business establishment, and any buildings of any kind located on the property;
9. A sign shall be displayed at the front of the business with font at least two (2) inches in size that states, “This shop does not sell cannabis or flavored tobacco products;” and
10. Bring all signs into compliance within ninety (90) days of the City of Redondo Beach amending the Municipal Code with regards to a sign ordinance.

Any violation of the above requirements or conditions will result in immediate and permanent revocation of Business License #330177 with no further rights to challenge or administrative appeal.

Upon approval of the attached resolution, the Manhattan Beach Smoke Shop would be required to complete the tasks above, and upon proof of completion, the Business License would be reinstated subject to the conditions stated.

Mayor Veto

Section 8.4 of the Charter provides:

> The Mayor shall have the right to veto any action of the City Council, provided, however, that in the case of a resolution or ordinance the Mayor shall exercise the veto power in writing, expressing the Mayor's reasons therefor, and the Mayor shall have five (5) days, after delivery to the office of the Mayor of such resolution or ordinance, in which to exercise the veto. The City Council may override the action of the Mayor by four (4) affirmative votes.

A veto by the Mayor would nullify the City Council's vote. Section 6-1.27 of the Redondo Beach Municipal Code states, "The business of the licensee or holder shall remain subject to the condition of the hearing decision during any period of appeal." In this case, the Hearing Officer's decision is still pending, so in the event of a Mayoral veto, the revocation of Business License #330177 would remain.

COORDINATION

The City Attorney prepared this administrative report.

FISCAL IMPACT

Funding to conduct the appeal and prepare related materials is included in the involved departments' annual operating budgets.

Submitted by:

Joy A. Ford, City Attorney

ATTACHMENTS

- Resolution No. 2603-012 Granted a Reinstatement of Business License #330177

RESOLUTION NO. CC-2603-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, GRANTING THE APPEAL OF THE DECISION OF THE HEARING OFFICER DESIGNATED BY THE CITY MANAGER, WHICH REVOKED BUSINESS LICENSE #330177 ISSUED TO THE MANHATTAN BEACH SMOKE SHOP DBA REDONDO SMOKE SHOP AND HOOKAH LOCATED AT 2205 ARTESIA BOULEVARD, UNIT A, REDONDO BEACH, CALIFORNIA, 90278 UNDER THE OWNERSHIP OF FERAS ADAMO, WHICH THEREBY GRANTED A REINSTATEMENT OF BUSINESS LICENSE #330177 BUT ONLY UPON COMPLETION OF CERTAIN REQUIREMENTS AND SUBJECT TO NEW CONDITIONS.

WHEREAS, Redondo Beach Business License #330177 was issued to Feras Adamo on May 12, 2021 for the Manhattan Beach Smoke Shop Inc. dba Redondo Smoke Shop and Hookah ("Manhattan Beach Smoke Shop") located at 2205 Artesia Boulevard, Unit A, Redondo Beach, California, 90278 for the primary function of hookah lounge, tobacco and vape retail; and

WHEREAS, on March 18, 2025, the Redondo Beach Police Department coordinated an inspection of the Manhattan Beach Smoke Shop with the California Department of Tax and Fee Administration (CDTFA) following complaints and a report made during a City Council meeting; and

WHEREAS, on November 25, 2025, a notice of temporary business license revocation, revoking Redondo Beach Business License #330177, was issued to the Manhattan Beach Smoke Shop by Redondo Beach Code Enforcement Officer Ivana Robles; and

WHEREAS, on December 10, 2025, a duly noticed administrative hearing to consider the permanent revocation of business license #330177 was convened by Luke Smude, Assistant to the City Manager, who was designated as the Hearing Officer by the City Manager; and

WHEREAS, on December 19, 2025, the Hearing Officer issued an order finding that the Manhattan Beach Smoke Shop was in violation of Health and Safety Code Sections 104559.5(a)(17)(A)(i), 104599.5(a)(18), 104559.5(a)(1), and 104559.5(b)(1) and Redondo Beach Municipal Code Section 5-9.205(c) and the business license was ordered revoked; and

WHEREAS, on December 24, 2025, Manhattan Beach Smoke Shop filed a timely Appeal to the City Council of the Hearing Officer's decision to revoke the Manhattan Beach Smoke Shop business license as well as a request for the preparation of the administrative record with the City Clerk's Office; and

WHEREAS, the City Clerk's office reached out to Sammy Zreik, counsel for Manhattan Beach Smoke Shop, to confirm availability for scheduling of the appeal; and

WHEREAS, on January 29, 2026, the Redondo Beach City Clerk issued a notice for an appeal, scheduling the hearing for February 24, 2026 at 1:00 p.m. at the City Council Chamber located at 415 Diamond Street, Redondo Beach, California, 90277 and notifying that any additional documentation/materials (such as presentations) should be submitted to the City Clerk no later than seven [7] days before the public hearing via email; and

WHEREAS, on February 18, 2026, City Attorney Joy Ford called Sammy Zreik and notified him that any materials to be included with the published administrative report were due February 19, 2026 at 3:00 p.m., any material submitted over the weekend would be distributed to the City Council Monday morning, February 23, 2026, any material submitted thereafter would be distributed to the City Council at the time it was received, and any material could be presented at the time of the hearing; and

WHEREAS, the administrative report describing the procedure of the hearing was published with the City Council agenda on February 19, 2026; and

WEHREAS, the City of Redondo Beach submitted a 103-page packet that included a Memorandum of Points and Authorities, licensing documents, statutory and municipal provisions, a declaration of CDTFA Inspector Milena Benitez, photographs, an inspection report, a citation, and the notice of revocation, which were all attached to the administrative report for the City Council's consideration; and

WHEREAS, on February 23, 2026, Sammy Zreik submitted a Memorandum of Points and Authorities for City Council's consideration, which was distributed to the City Council that same day; and

WHEREAS, on February 24, 2026, a hearing was convened *de novo* before the City Council for consideration of the appeal as noticed; and

WHEREAS, the Mayor and all five members of the City Council were present at the hearing as well as City Attorney Joy Ford as their legal advisor; and

WHEREAS, at the hearing, the City of Redondo Beach was represented by Stephanie Johnson, Senior Deputy City Prosecutor; and

WHEREAS, at the hearing, Redondo Beach Lieutenant Strosnider and Sergeant Spry testified on behalf of the City; and

WHEREAS, at the hearing, Sammy Zreik, Attorney at Law, represented the Manhattan Beach Smoke Shop; and

WHEREAS, at the hearing, Feras Adamo, the identified owner of Manhattan Beach Smoke Shop testified; and

WHEREAS, the Manhattan Beach Smoke Shop submitted copies of receipts for flavored tobacco products during the hearing; and

WHEREAS, notice of the time and place of the public hearing before the City Council where the Appeal application would be considered was given pursuant to local ordinance by publication in the Easy Reader; and

WHEREAS, the City Council of the City of Redondo Beach considered evidence presented by the Manhattan Beach Smoke Shop and the City of Redondo Beach through the testimony of officers from the Redondo Beach Police Department; and considered the arguments and presentations made by Senior Deputy Prosecutor Stephanie Johnson and Sammy Zreik, counsel for Manhattan Beach Smoke Shop; and other interested parties at the public hearing held on the 24th day of February, 2026 with respect thereto.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH DOES HEREBY FIND AND RESOLVE:

SECTION 1. The City Council hereby finds that the above recitals are true and correct and are incorporated herein by reference as if set forth in full.

SECTION 2. Evidence: The City Council hereby admit into evidence all exhibits presented by both parties at the hearing and find the testimony of Feras Adamo, testimony of Lieutenant Strosnider, testimony of Sergeant Spry, declaration of CDTFA Inspector Melina Benitez, her report, and photos unequivocally established that a large quantity for sale of flavored tobacco and nicotine products, including flavored vapes, menthol cigarettes, flavored nicotine pouches (e.g. Zyn), as well as cannabis products and other banned products were found on display on the sales/retail floor that were available for purchase at the time of the inspection at the Manhattan Beach Smoke Shop Inc.'s business location during open business hours on March 18, 2025. At the time of the inspection, there was one employee on duty and the cash register was operational. In addition, a large quantity of product was stored in a locked storage room to the rear of the store.

SECTION 3. Findings: Based on the evidence presented and admitted into the record at the appeal on February 24, 2026, the City Council hereby determine and find there is substantial evidence to establish by a preponderance of the evidence that the Manhattan Beach Smoke Shop offered for sale and was in possession with intent to sell flavored tobacco and cannabis products, which are prohibited under California law and constitute a violation of Health and Safety Code Section 104599.5(b) and Redondo Beach Municipal Code Sections 5-9.205(c) and 10-5.1626(c)(1). The City Council further find that there is substantial evidence to establish by a preponderance of the evidence that the illegal

products were lawfully seized by the CDTFA pursuant Business and Professions Code Section 22974.2.

SECTION 4. Based on the violations stated in Section 3, the City Council does hereby further determine and find:

1. The preservation of the public health, safety, and peace demand new conditions be imposed on business license #330177;
2. The licensee of business license #330177 violated the Redondo Beach Municipal Code and state law as stated in Section 3; and
3. The licensee has conducted the business in an immoral or disorderly manner.

SECTION 5. Decision and Order: The City Council does hereby order that the appeal of the Administrative Hearing decision is granted and Business License #330177 issued to the Manhattan Beach Smoke Shop Inc. is hereby suspended until proof of completion of the following to the Director of Community Development:

1. Pay a fine to the City in an amount not to exceed $40,000;
2. Remove any advertising or signage indicating the availability of tobacco products from the exterior and entry of the retail establishment;
3. Remove any tobacco products that are visible from the exterior of the retail establishment; and
4. A sign shall be displayed at the front of the business with font at least two (2) inches in size that states, “This shop does not sell cannabis or flavored tobacco products.”

Failure to comply with any of the above shall result in the automatic, immediate and permanent revocation of Business License #330177 with no further rights to challenge or appeal the revocation. The owner of Manhattan Beach Smoke Shop shall immediately surrender his business license to the City of Redondo Beach and all license fees shall be forfeited to the City. From and after the revocation of said license, such license shall be null and void and no business shall be conducted or operated in any manner forthwith.

Upon proof of completion to the Director of Community Development of the aforementioned conditions, Business License #330177 will be reinstated for the remainder of its’ current license term subject to Manhattan Beach Smoke Shop complying with the following conditions:

1. No sales of any cannabis and flavored tobacco product;
2. No smoking shall be permitted on the premises at any time;
3. No sales may be solicited or conducted on the premises to minors;
4. No self-service tobacco, tobacco product, or tobacco paraphernalia displays shall be permitted;
5. No distribution of free or low-cost tobacco, tobacco products or tobacco paraphernalia as well as coupons for said items, shall be permitted;

6. No advertising or signage indicating the availability of tobacco products shall be visible from the exterior nor from entry of the retail establishment to the maximum extent possible;
7. The sale of tobacco products and tobacco paraphernalia are subject to the conditions contained in the Tobacco Retail Permits provisions contained in Title 5, Chapter 9, Article 2 of the Redondo Beach Municipal Code;
8. The City and any governmental agency shall have the right to inspect all rooms, surrounding grounds, garages, storage rooms, safes, containers, trash containers other parts of the business establishment, and any buildings of any kind located on the property;
9. A sign shall be displayed at the front of the business with font at least two (2) inches in size that states, “This shop does not sell cannabis or flavored tobacco products;” and
10. Bring all signs into compliance within ninety (90) days of the City of Redondo Beach amending the Municipal Code with regards to a sign ordinance.

Business license #330177 shall remain subject to the aforementioned conditions upon any and all renewals. Any violation of the above conditions will result in the automatic, immediate and permanent revocation of Business License #330177 with no further rights to challenge or appeal the revocation. The owner of Manhattan Beach Smoke Shop shall immediately surrender his business license to the City of Redondo Beach and all license fees shall be forfeited to the City. From and after the revocation of said license, such license shall be null and void and no business shall be conducted or operated in any manner forthwith.

SECTION 6. The City Council does hereby find that notice of the hearing was properly served upon the licensee, Feras Adamo, and that he and his attorney Sammy Zreik were given ample opportunity to present their case and to rebut any evidence and/or allegations made by the City of Redondo Beach.

SECTION 7. Notice is hereby given to the Manhattan Beach Smoke Shop, Inc. that this decision is final and an appeal may be filed within 90 days with the Superior Court. The Manhattan Beach Smoke Shop, Inc. shall remain subject to this decision and order during any period of appeal.

SECTION 8. The City Clerk shall certify the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 2026.

_____
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 the foregoing Resolution No. CC-2603-012 was passed and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 3rd day of March, 2026, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, CMC
City Clerk

Administrative Report

J.1., **File #** 26-0282 **Meeting Date:** 3/3/2026

TITLE

For eComments and Emails Received from the Public

Administrative Report

N.1., **File #** 26-0285 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: MARC WIENER, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE GENERAL PLAN - LAND USE DESIGNATIONS FOR THREE REDONDO BEACH UNIFIED SCHOOL DISTRICT PROPERTIES USED FOR COMMUNITY, PARK AND RECREATION PURPOSES INCLUDING THE ALTA VISTA ELEMENTARY SCHOOL SITE, THE FORMER FRANKLIN SCHOOL SITE, AND THE LINCOLN ELEMENTARY SCHOOL SITE

EXECUTIVE SUMMARY

The City is in the process of updating the Land Use, Open Space and Conservation, Safety and Noise Elements of the General Plan, and associated Zoning Ordinance amendments as required for consistency. The General Plan is composed of various state-required elements and provides long term policy direction to guide the physical development, conservation, and sustainability of the City.

In the fall of 2024, the City Council held a series of public hearings to consider the proposed focused General Plan Update. The project was segmented so that items related to implementation of the 6th Cycle Housing Element would be adopted first (which occurred on November 5, 2024) and then followed by the below:

- August 5, 2025 - The City Council conducted a focused discussion on Land Use Element (LUE) policies related to Artesia and Aviation Boulevards, and expressed support for increasing the FAR from 0.6 to 1.5 to incentivize commercial reinvestment and help achieve the vision of the Artesia and Aviation Corridors Area Plan (AACAP). The City Council later reviewed associated amendments to development standards in the Zoning Ordinance.

- January 6, 2026 - The City Council conducted a discussion on LUE policies related to historic preservation and directed staff to maintain policies that promote a voluntary historic designation process.

- January 20, 2026 - The City Council conducted focused discussion on the allowed building floor area ratio (FARs) for Public Institutional (PI) properties and the “other” non-residential properties. The City Council supported maintaining FARs and land use designations as originally proposed in the draft updated LUE, with the exception of the Beach Cities Health District campus, which Council supported an increase to the recommended 1.25 FAR to accommodate future services. The City Council was also provided with a general overview of which FAR increase and action would trigger an Article XXVII vote.

Additionally, the Council discussed and supported the proposed land use designations identified in the draft updated LUE; including the Planning Commission/Staff recommendation to maintain the existing land use designation of “P” Public or Institutional for the AES property and SCE transmission tower corridor (Note: The land use designations are established in the General Plan. The associated zoning districts identified in the zoning map are consistent with, but not identical to, these land use designations).

The Council also briefly discussed, and requested additional information on, the draft updated LUE change pertaining to the land use designation from Public “P” to “OS” (Parks and Open Space) for all, or portions of, three specific Redondo Beach Unified School District (School District) owned properties identified in the draft document as: 1) Alta Vista Elementary School Fields; 2) the former Franklin School Site; and 3) Lincoln Elementary School Fields. A recommendation was made by staff and the Planning Commission to maintain these properties as a public designation, “PI” (Public/Institutional), based on concerns raised by the School District about changing the designation. The City Council requested that these sites be discussed further as a stand-alone item.

Staff has returned with additional information on the proposed change in land use designation at the three school properties. The purpose of this item is to allow the City Council the opportunity to discuss the issue and make a determination regarding the preferred land use designations.

BACKGROUND

As directed by City Council on January 20, 2026, staff has reviewed the existing and proposed General Plan land use and zoning designations for the following three school district properties with adjacent City parks:

- Alta Vista Elementary School and Alta Vista Park
- Franklin Elementary School (Friendship Foundation’s Campus) and Franklin Park
- Lincoln Elementary School and Anderson Park

For all three locations, the current General Plan designations are “P” Public or Institutional (Note: “P” is being replaced with “PI” in the updated LUE). Below are aerial photographs with the currently proposed draft updated LUE designations for each of the three School District/City park properties, which include converting the properties to a combination of “OS” Park and Open Space (highlighted in yellow) and “PI” Public Institutional (highlighted in blue).



Figure 1. Alta Vista Elementary School/Alta Vista Park
LUE Proposed Designations - OS Yellow; PI Blue



Figure 2. Franklin Elementary/Franklin Park
LUE Proposed Designations - OS Yellow; PI Blue

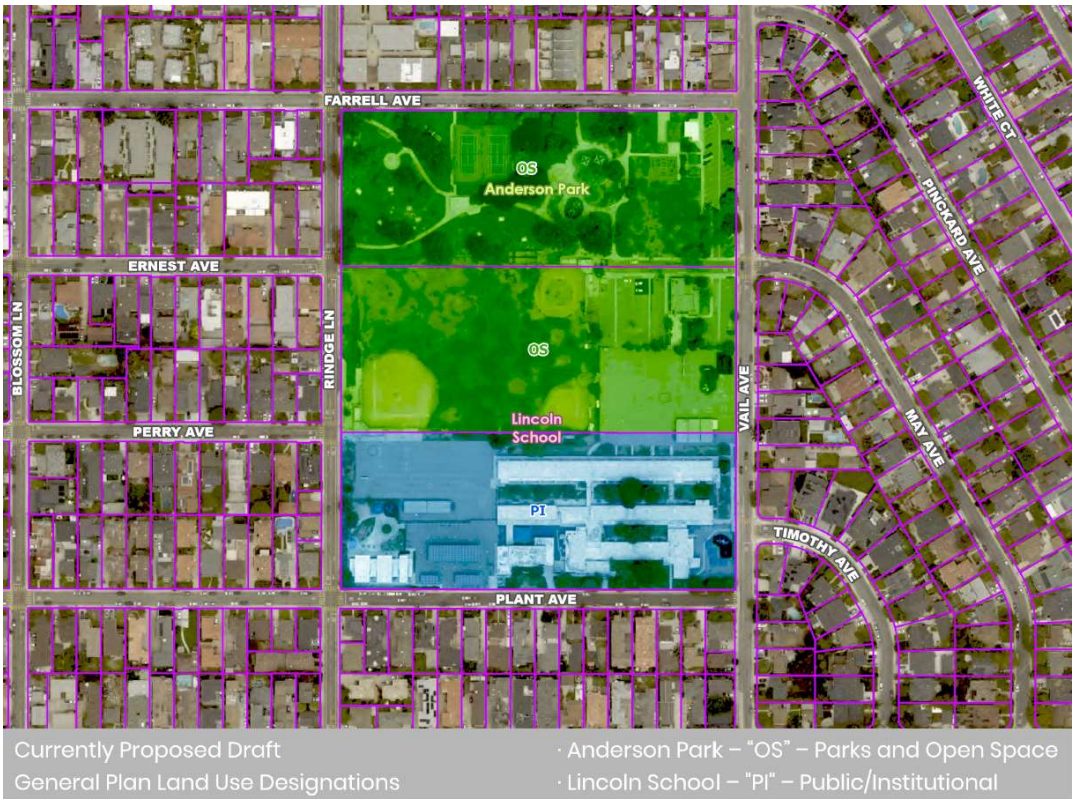


Figure 3. Lincoln Elementary School/Anderson Park
LUE Proposed Designations - OS Yellow; PI Blue

In addition to the aerial photos above illustrating the proposed General Plan designations at each of the three school/park locations, attached are a series of additional aerial photographs that include the following information for each property:

1. Existing General Plan Land Use Designation
2. Existing Zoning Designation
3. Currently Proposed Draft General Plan Land Use Designation
4. Planning Commission/City Staff Recommended General Plan Land Use Designation (RBUSD Requested)

At the prior City Council meeting questions were raised regarding whether the City has land use jurisdiction of school properties. State Law (Government Code 53094) states that under certain circumstances, school property is not entirely subject to local zoning authority with the exception of non-classroom facilities, including, but not limited to, warehouses, administrative buildings, and automotive storage and repair buildings, etc., which are subject to local zoning. For this reason, the General Plan land use and zoning designations applied by the City could have a reduced impact on future use of these properties.

Redondo Beach Unified School District Requests

The RBUSD has submitted letters (attached) requesting that "All RBUSD-owned properties should be

designated Public/Institutional." Specifically, RBUSD requests that the Alta Vista Elementary School Fields, the former Franklin School Site, and the Lincoln Elementary School Fields and Blacktop be designated "PI" (Public/Institutional) and not "OS" (Parks and Open Space). The basis of the Staff/Planning Commission recommendation to designate all the properties as PI was based on the RBUSD request.

Consistent Zoning and General Plan Designations

State law (Government Code Section 65680) requires that city zoning ordinances must be consistent with their adopted general plan, ensuring land uses, densities, and development policies align. Specifically, the zoning designation must match the objectives, policies, and land uses in the general plan.

The zoning designations would be either of the following depending on the LUE land use designations:

General Plan Land Use Designation - "PI" Public/Institutional (school facilities)
- Consistent Zoning Designation: P-SF school facility zone

General Plan Land Use Designation - "OS" Parks and Open Space
- Consistent Zoning Designation: P-PRO parks, recreation, and open space zone

To better understand the implications of the existing and proposed General Plan land use designations potentially applicable to these properties, the definitions and allowable building intensities (FAR) for each is provided in the table below.

Designation	**Description**	**Maximum Density/Intensity**
Public (P) *(Existing General Plan)*	Government administrative and capital facilities, parks, schools, libraries, hospitals and associated medical offices, public cultural facilities, public open space, utility easements, and other public uses.	N/A
Public/Institutional (PI) *(Proposed General Plan)*	Provides for governmental administrative and capital facilities, schools, libraries, hospitals and associated medical offices, public cultural facilities, and other public uses, ancillary parks, recreation and open spaces. Sites that are allowed to develop up to a maximum 1.25 FAR are also subject to Planning Commission Design Review (PCDR).	Max. FAR 0.75 for all properties except: Max. FAR 1.25 at City Hall, the Annex site, and the Beach Cities Health District (BCHD) site.

Parks and Open Space (OS) *(Proposed General Plan)*	Provides for public open space, passive park uses, sports fields, active recreation uses, and coastal-related recreational activities as well as accompanying public facilities such as restrooms, picnic pavilions, parking facilities, and lifeguard towers.	Max FAR 0.20

For additional context concerning the consistency of the City's overall general plan and zoning designations the proposed City-wide general plan and zoning maps are attached.

ENVIRONMENTAL STATUS:
On November 5, 2024, the City Council certified a program FEIR for the City's focused General Plan Update (State Clearinghouse No. 202305073). The program FEIR evaluated buildout assumptions that included buildout assumptions for all proposed "PI" Public/Institutional and "OS" Parks and Open Space land use designations for all the City's schools and parks. The minor amendments on a portion of the three school owned properties from "OS" to "PI" would not result in new significant environmental effects or a substantial increase in the severity of previously identified impacts beyond those disclosed in the certified program FEIR. Furthermore, any future projects proposed pursuant to the amended designation from "OS" to "PI" for the development of non-school related facilities would be subject to project-level review in accordance with the California Environmental Quality Act (CEQA).

COORDINATION
This report was coordinated with the City Manager's Office.

FISCAL IMPACT
Funding for the preparation of this report and the proposed zoning amendments is available in the FY 2025-26 Operating Budget for the Community Development Department.

APPROVED BY:
Mike Witzansky, City Manager

ATTACHMENTS
- Attachment 1 - Alta Vista School/Park Photographic Survey/Analysis
- Attachment 2 - Franklin School/Park Photographic Survey/Analysis
- Attachment 3 - Lincoln School/Anderson Park Photographic Survey/Analysis
- Attachment 4 - Reso - Planning Commission Resolution No. 2024-09-PCR-09, September 19, 2024
- Attachment 5 - RBUSD Comment Letters, April 15 and July 17, 2024
- Attachment 6 - Proposed General Plan Land Use Map (City-wide)
- Attachment 7 - Proposed Zoning Map (City-wide)



Aerial Photo

· Alta Vista Park
· Alta Vista School



Existing General Plan Land Use Designation

· Alta Vista Park– "P" Public or Institutional

· Alta Vista School – "P" Public or Institutional



Existing Zoning Designation

· Alta Vista Park – "P-PRO" Parks, Recreation, and Open Space

· Alta Vista School – "P-SF" School Facility



Currently Proposed Draft
General Plan Land Use Designations

· Alta Vista Park – "OS" – Parks and Open Space
· Alta Vista School – "PI" – Public/Institutional



Planning Commission/City Staff
Recommended General Plan Land Use Designations
(RBUSD Requested)

· Alta Vista Park – "OS" – Parks and Open Space
· Alta Vista School – "PI" – Public/Institutional



Aerial Photo

· Franklin Park
· Friendship Campus



Existing General Plan Land Use Designation

· Franklin Park – "P" Public or Institutional

· Friendship Campus – "P" Public or Institutional



Existing Zoning Designation

· Franklin Park – "P-PRO" Parks, Recreation, and Open Space

· Friendship Campus – "P-SF" School Facility



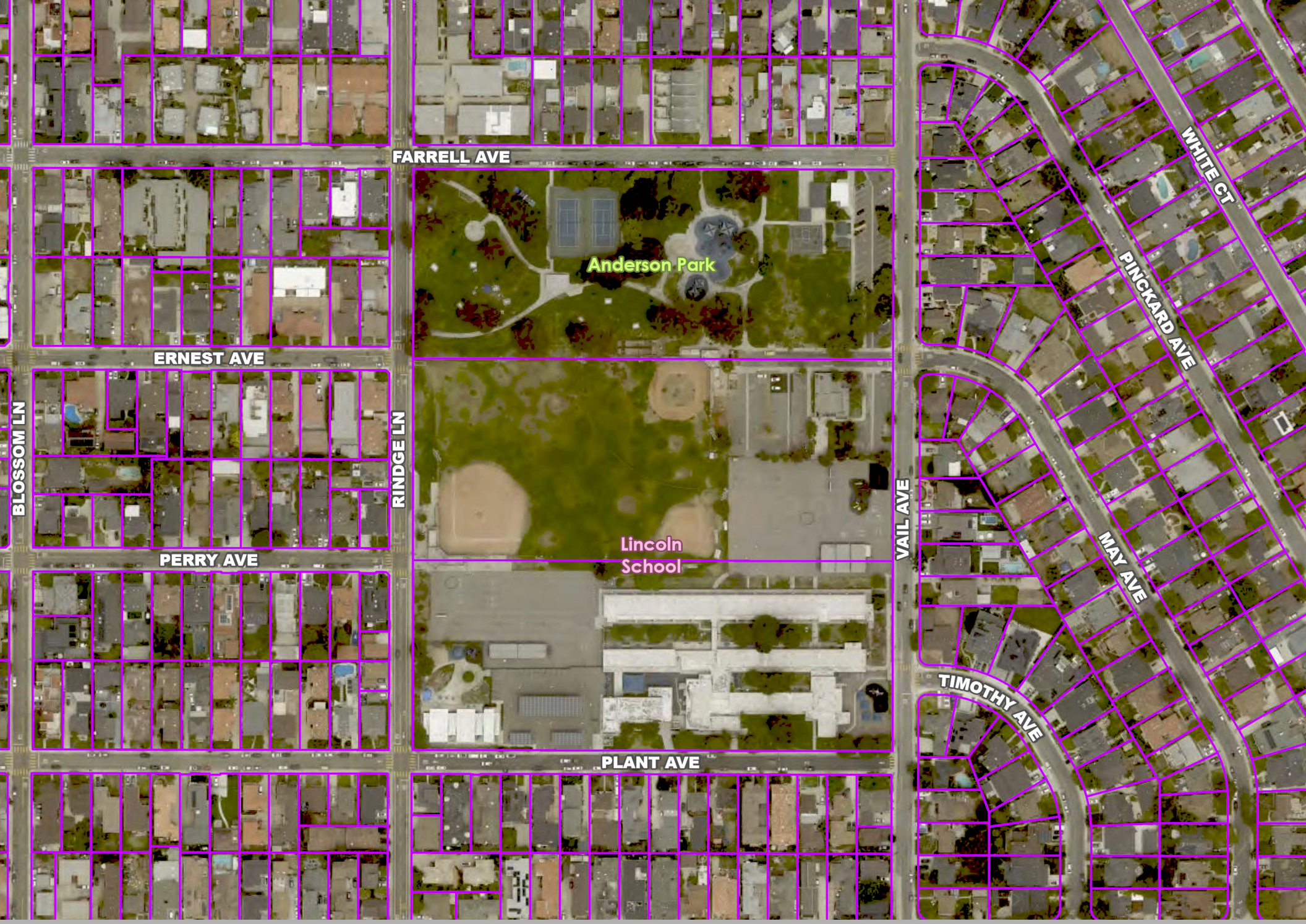
Currently Proposed Draft
General Plan Land Use Designations

· Franklin Park – "OS" – Parks and Open Space
· Friendship Campus – "OS" – Parks and Open Space



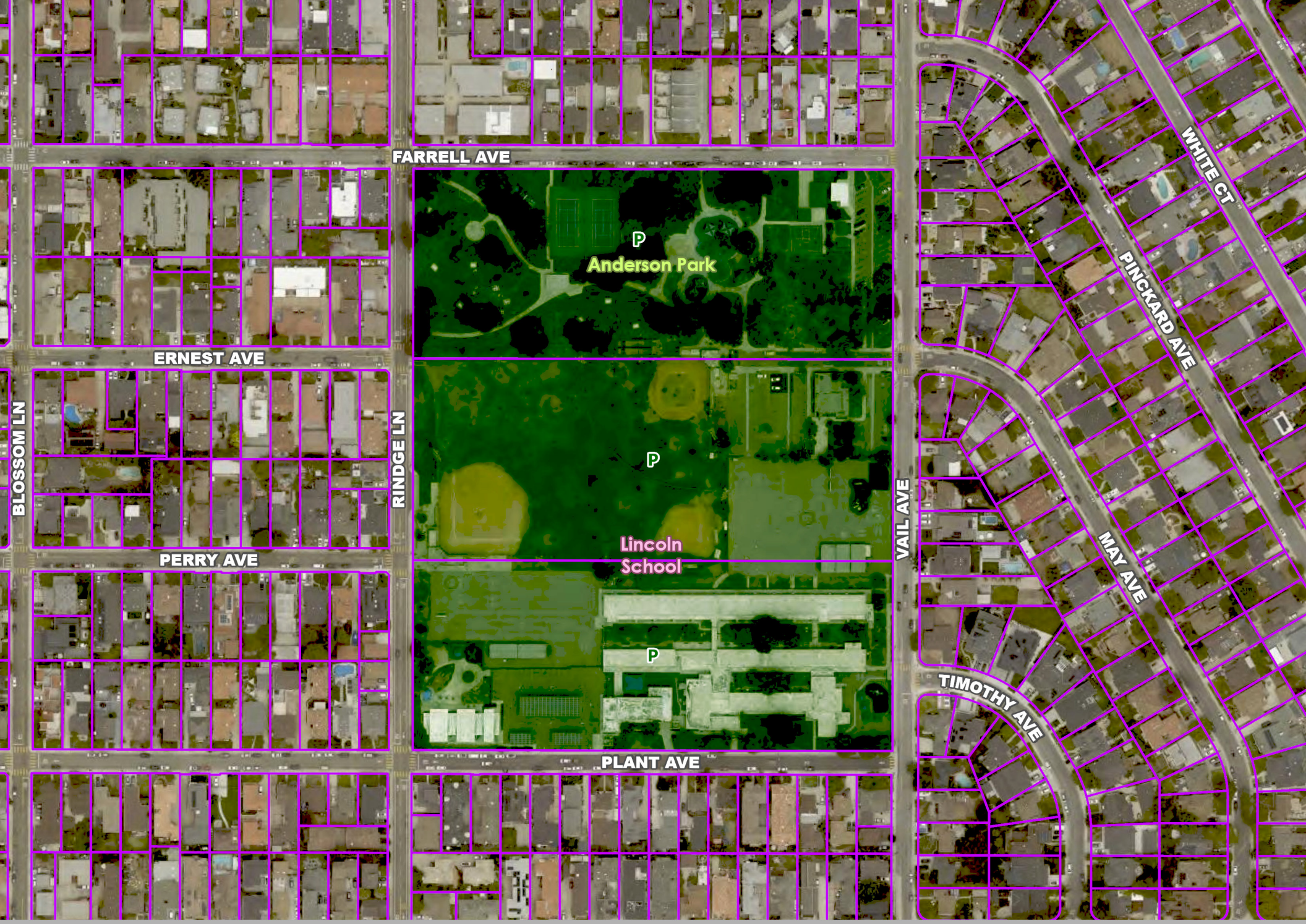
Planning Commission/City Staff
Recommended General Plan Land Use Designations
(RBUSD Requested)

· Franklin Park – "OS" – Parks and Open Space
· Friendship Campus – "PI" – Public/Institutional



Aerial Photo

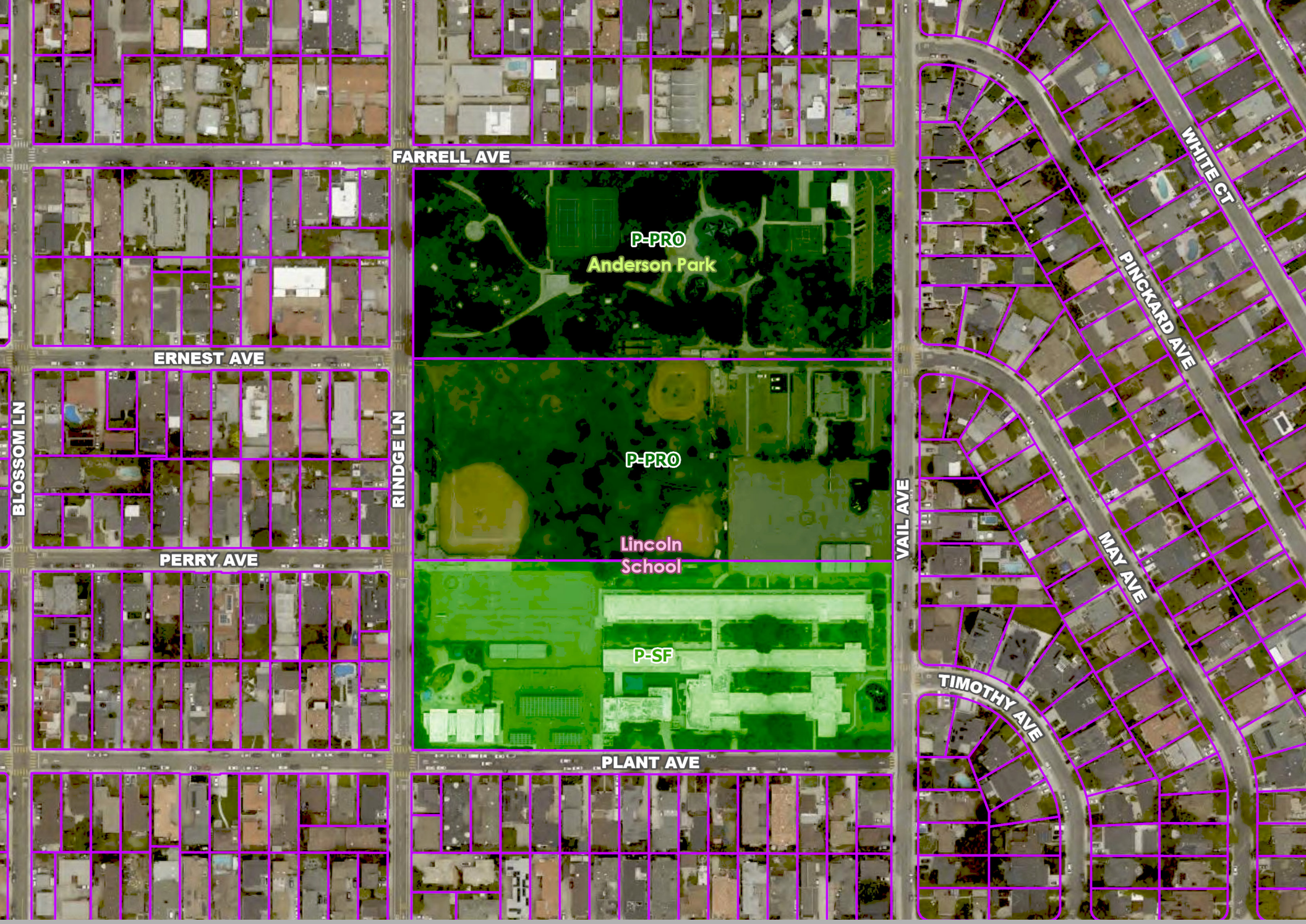
· Anderson Park
· Lincoln School



Existing General Plan Land Use Designation

· Anderson Park – "P" Public or Institutional

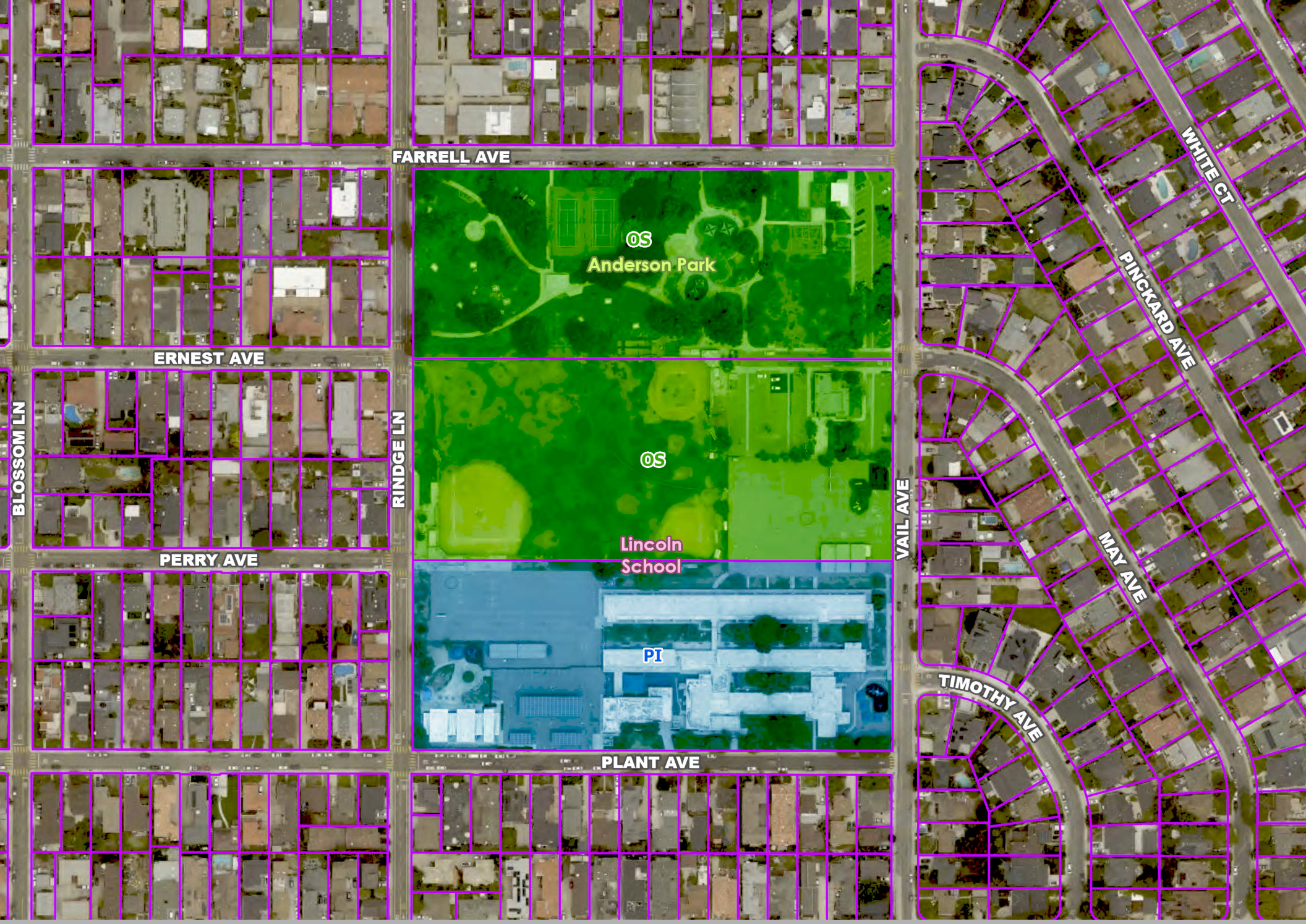
· Lincoln School – "P" Public or Institutional



Existing Zoning Designation

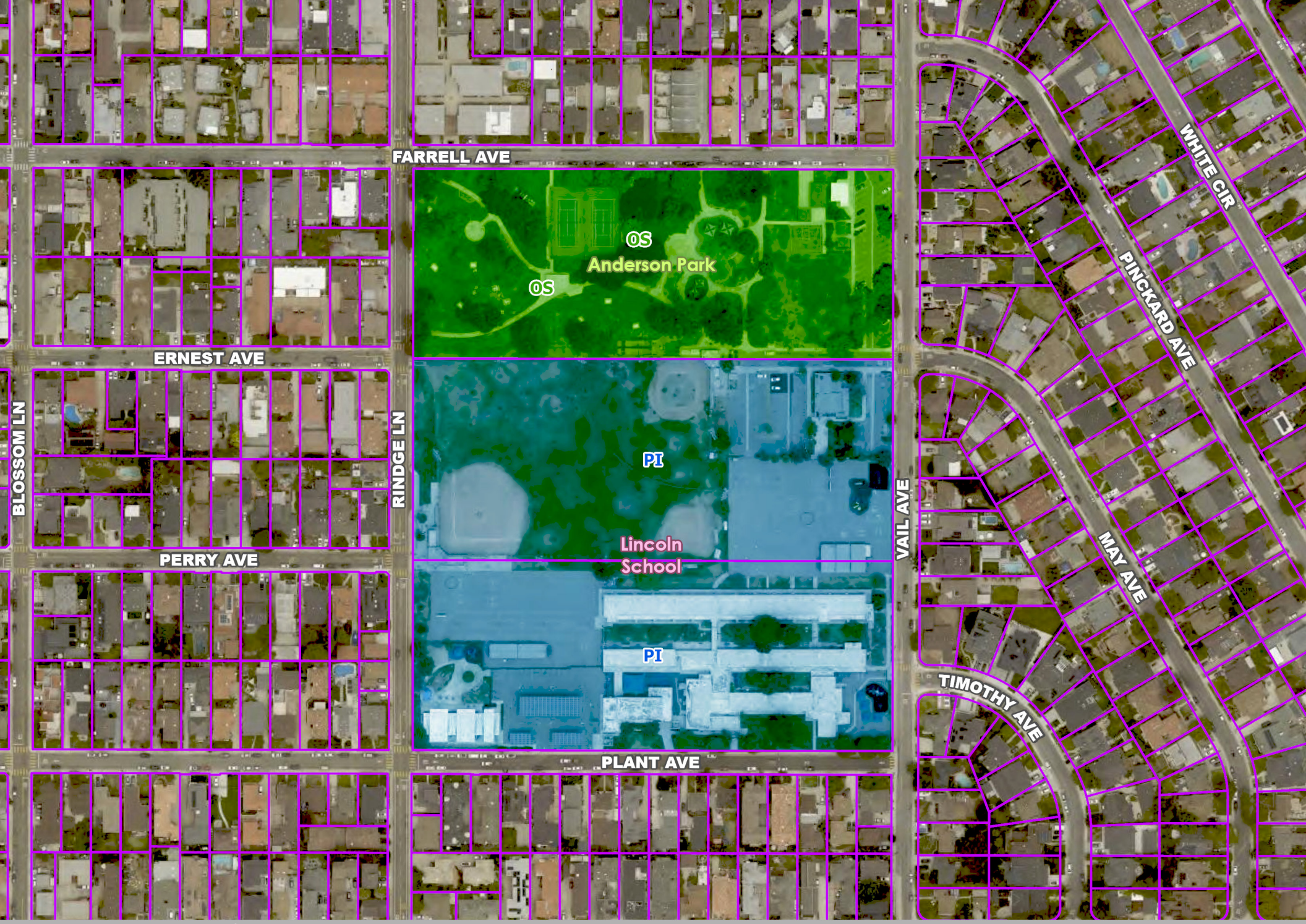
· Anderson Park – "P-PRO" Parks, Recreation, and Open Space

· Lincoln School – "P-SF" School Facility



Currently Proposed Draft
General Plan Land Use Designations

· Anderson Park – “OS” – Parks and Open Space
· Lincoln School – "PI" – Public/Institutional



Planning Commission/City Staff
Recommended General Plan Land Use Designations
(RBUSD Requested)

· Anderson Park – "OS" – Parks and Open Space
· Lincoln School – "PI" – Public/Institutional

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RESOLUTION NO. 2024-09-PCR-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL CERTIFY PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT THE FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT INCLUSIVE OF ITS REFERENCED APPENDICES FOR THE "REDONDO BEACH FOCUSED GENERAL PLAN UPDATE, ZONING ORDINANCE UPDATE AND LOCAL COASTAL PROGRAM AMENDMENT", APPROVE APPROPRIATE ENVIRONMENTAL FINDINGS, A STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPT A GENERAL PLAN AMENDMENT TO UPDATE THE CITY'S LAND USE, OPEN SPACE AND CONSERVATION, NOISE, AND SAFETY ELEMENTS WITH PROPOSED CHANGES/EDITS ATTACHED AS "EXHIBIT A" AND "EXHIBIT B", ADOPT AMENDMENTS TO THE REDONDO BEACH MUNICIPAL CODE, TITLE 10 PLANNING AND ZONING, CHAPTER 1 SUBDIVISIONS ATTACHED AS "EXHIBIT C", ADOPT AMENDMENTS TO THE REDONDO BEACH MUNICIPAL CODE, TITLE 10 PLANNING AND ZONING, CHAPTER 2 ZONING AND LAND USE ATTACHED AS "EXHIBIT D", ADOPT AMENDMENTS TO THE REDONDO BEACH MUNICIPAL CODE, TITLE 10 PLANNING AND ZONING, CHAPTER 5 COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE ATTACHED AS "EXHIBIT E", AND ADOPT AMENDMENTS TO THE CITY OF REDONDO BEACH'S COASTAL LAND USE PLAN OF THE LOCAL COASTAL PROGRAM ATTACHED AS "EXHIBIT F", TO MAKE CONSISTENT AND IMPLEMENT THE GENERAL PLAN UPDATE AND CERTAIN HOUSING ELEMENT PROGRAMS.

WHEREAS, the City's current General Plan was adopted on May 26, 1992; and

WHEREAS, on March 29, 2016 the City Council approved the City's three-year Strategic Plan goal to "Ensure sustainability, livability, and health by completing the General Plan update and by implementing environmentally responsible programs"; and

WHEREAS, on May 17, 2016 the City Council approved the "Request for Proposal" (RFP) for consultant services to update the General Plan and at the City Council's direction the Community Development Department circulated the RFP to nearly 50 qualified consultants across the State; and

WHEREAS, on July 1, 2016 the City received two (2) competitive proposals from qualified consulting firms with local and pertinent experience and pursuant to the RFP a "Selection Committee" was formed and both consulting firms were interviewed on July 21, 2016; and

WHEREAS, the "Selection Committee", consisting of the Assistant City Manager, Community Development Director, Waterfront and Economic Development Director, Public Works Director, Community Services Director, Fire Chief, and Planning Manager, after measuring the totality of the proposals against the requirements for the project per the RFP and conducting face to face interviews with each firm, recommended to the City Council to award the project to Placeworks, Inc.; and

WHEREAS, on October 4, 2016, the City Council awarded the contract for planning and environmental consulting services to Placeworks, Inc. for updates to the "Land Use Element" and "Conservation, Recreation and Parks, and Open Space Element" of the City's General Plan and preparation of the required environmental documents; and

WHEREAS, on December 13, 2016 the City Council approved Resolution No. CC-1612-122 establishing a 27-member General Plan Advisory Committee (GPAC) to provide direct community stakeholder input to the update of the Land Use and Conservation, Recreation and Parks, and Open Space Elements of the General Plan including analysis and recommendations regarding amendments to the Mixed-Use Zoning and Development Standards, and opportunities for additional recreation, parks, and open space areas; and

WHEREAS, on February 21, 2017 pursuant to Resolution No. CC-1612-122, the Mayor and City Council selected the members of the GPAC and the City Clerk reviewed all selections and confirmed each was a resident of Redondo Beach. Two (2) members were appointed by the Mayor, one (1) of which served as the Chair, and each Council Member appointed five (5) members, three (3) of which resided in their District; and

WHEREAS, the GPAC conducted a total of twenty-eight (28) noticed public meetings since April 27, 2017, with their final meeting being held on January 31, 2024. At the final meeting, GPAC completed their discussions and recommendations for the final draft General Plan, which includes a consistently formatted, comprehensive General Plan document with a new Introduction, along with updated Goals, Policies, and Implementation Measures for the Land Use, Open Space and Conservation, Safety, and Noise Elements; and

WHEREAS, on December 19, 2017 the City Council approved the First Amendment to the Original Agreement with Placeworks, Inc. to include ten (10) additional GPAC meetings (the Original Agreement included ten (10) GPAC meetings total) to support updates to the City's Environmental Hazards/Natural Hazards Element (proposed to be reorganized and renamed as the Safety and Noise Elements) of the General Plan, the development of the City's Local Hazard Mitigation Plan inclusive of a "Vulnerability Assessment", the development of the Artesia & Aviation Corridors Area Plan, and a fourth community-wide workshop (the Original Agreement included three (3) community workshops total); and

WHEREAS, on April 16, 2019 the City Council approved the Second Amendment to the Agreement with Placeworks, Inc. to include GPAC's development of draft Guiding Principles and Vision Statement and a determination to present multiple draft land use plan options at the City's first Community Meeting rather than a single preferred land use plan. Three (3) additional GPAC meetings were also included in this Second Amendment; and

WHEREAS, on March 17, 2020 the City Council approved the Third Amendment to the Agreement with Placeworks, Inc. to add budget for multiple refinements to the land use diagrams and plans to address changes in State Housing Law and the Regional Housing Needs Allocation (RHNA) allocation, and additional project administration costs. Four (4) additional GPAC meetings were also included in the Third Amendment for a total of 27 GPAC meetings; and

WHEREAS, on October 4, 2022 the City Council approved the Fourth Amendment to the Agreement with Placeworks, Inc. to address the significant RHNA requirement. This Amendment was necessary to support the multiple additional public hearings held in the Spring of 2021 and the multiple versions of buildout analyses that were required to develop and approve a draft Land Plan that could accommodate the City's RHNA and support the certification by the State Department of Housing and Community Development (HCD) of the City's 6th Cycle Housing Element (adopted July 5, 2022 and HCD certified on September 1, 2022). Additionally, this Amendment included the development of an "Introduction" section of the updated General Plan; and

WHEREAS, on February 21, 2023 the City Council approved the Fifth Amendment to the Agreement with Placeworks, Inc. to include updates to the City's Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local Coastal Program required to make all documents consistent with the updated General Plan and to implement the Housing Sites and Housing Element Programs. Additionally, this Amendment included a final GPAC meeting to confirm their recommended consolidated General Plan updated document, an additional community workshop prior to formal public hearings before the Planning Commission and City Council, the set up and facilitation of Konevio, an online survey/commenting software for providing comments on the draft General Plan Elements, draft Zoning Ordinance(s), and draft Local Coastal Program; and

WHEREAS, on March 12, 2024 the City Council approved the Sixth Amendment to the Agreement with Placeworks, Inc. to update the scope of the required Article XXVII traffic impact analysis and mitigation recommendations, and to update the General Plan environmental analysis resulting from the City Council's direction to study increasing the Floor Area Ratio (FAR) from 0.6 to 1.5 within the Artesia & Aviation Corridor Area Plan (AACAP). Additionally, this Amendment was necessary to cover costs related to the extended length of the project and the additional project management and team meetings necessary to cover the balance of the 2024 calendar year; and

WHEREAS, on February 29, 2024 the City's Draft General Plan document was released for comment on the City's website, allowing the public and other interested parties to comment directly on the Draft General Plan Document. Additionally, on March

20, 2024 City staff and Placeworks, Inc. conducted an open house meeting to present and take input on the City's Draft General Plan update. All public comments have been documented and included with materials provided to the Planning Commission during their public hearings on this matter beginning in June 2024; and

WHEREAS, on June 20, 2024 the Planning Commission held a duly noticed public meeting and received a "report" from City staff that presented an "overview" of the City's Draft General Plan Update and the associated Zoning Ordinance and Local Coastal Program Amendments. Staff's "report" included a summary of the updates to the City's Land Use Element, Open Space and Conservation Element, Safety Element, and Noise Element along with a summary of the Zoning Ordinance Amendments required to implement the Housing Element's programs and sites and for general consistency; and

WHEREAS, on August 1, 2024 the Planning Commission held a duly noticed special meeting to conduct a public hearing on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Elements, take testimony from staff, the public and other interested parties, and deliberate, make recommendations, and continue the public hearing to August 15, 2024. At their August 1, 2024 public hearing, the Planning Commission reached consensus on recommended proposed edits to some Land Use Element Policies and Implementation Measures that are included in the "Exhibits" of this resolution; and

WHEREAS, on August 15, 2024 the Planning Commission held a duly noticed public hearing to continue deliberations on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Element, and to take testimony from staff, the public and other interested parties, and initiate deliberations and make recommendations concerning revisions to the City's Zoning Ordinances and Local Coastal Program (LCP) required for consistency and to implement the City's Housing Element. At their August 15, 2024 continued public hearing, the Planning Commission did not make any proposed edits to the proposed zoning ordinances and local coastal program that are included in the "Exhibits" of this resolution; and

WHEREAS, on September 19, 2024 the Planning Commission held a third and final duly noticed public hearing to complete their deliberations on updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Elements, and updates to the City's Zoning Ordinances and Local Coastal Program (LCP) required for consistency and to implement the City's Housing Element, and to take testimony from staff, the public and other interested parties, and consider the associated program Draft Environmental Impact Report; and

WHEREAS, at their September 19, 2024 public hearing the Planning Commission made the following additional recommendations all of which are either identified in the attached "Exhibits" as noted or identified in the "RESOLVE AS FOLLOWS" "SECTIONS" of this Resolution:

1) Amend the General Plan Floor Area Ratio (FAR) for the Public/Institutional (PI) land uses from 0.75 to 0.5 for all properties *except*: City Hall bounded by PCH, Broadway, Carnelian St, and Diamond St; The Annex site on Northeast Corner

of PCH and Vincent St; and all City Fire and Police Station properties all of which would have an FAR of 1.25 ("Exhibit B")

2) Eliminate the proposed Public/Utility (U) land use designation for the AES and SCE transmission tower corridor properties and maintain the existing land use designation of "P" Public or Institutional for these properties ("Exhibit B")
3) Amend the General Plan Floor Area Ratio (FAR) for the C-4 designated properties along Pacific Coast Highway (PCH) from 1.0 to 0.5 and develop a comprehensive plan for the PCH corridor ("Exhibit B") and amend the FAR zoning development standards from 1.0 to 0.5 for C-4 zoned properties along PCH (RESOLVE AS FOLLOWS SECTION 5. AND SECTION 6.)
4) Amend the land use designation from "OS" (Parks and Open Space) to "PI" (Public/Institutional) at the School District owned properties identified as: 1. Lincoln Elementary School Fields and Blacktop Area; 2. Alta Vista Elementary School Fields; and 3. The former Franklin School Site ("Exhibit B")
5) Within the MU Mixed-Use Zoning Districts for projects including both commercial and residential uses amend the proposed minimum commercial FAR from 0.35 to 0.4 (RESOLVE AS FOLLOWS SECTION 5. AND SECTION 6.)
6) Minor additional amendment to IM-LU-44 to require the exclusive use of native California drought resistant vegetation in all housing and commercial developments ("Exhibit B")
7) Minor additional amendment to IM-LU-45 to amend the Heat Island mitigation tree coverage target percentage of 25% to 29% ("Exhibit B")

WHEREAS, with respect to the proposed FAR for the PI designation as they apply to School District properties, the Planning Commission understands that School District properties are under the control and authority of the State and the FAR upon School District properties only applies in the event that a School District property becomes a "surplus" property or otherwise is not used by the School District for educational purposes; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.), a Draft Program Environmental Impact Report (Draft PEIR) has been prepared and was presented to the Planning Commission at the same time as the final draft of the General Plan Update, Zoning Ordinance Amendments, Zoning Ordinance for the Coastal Zone Amendments, and Local Coastal Program Amendments; and

WHEREAS, the overall purpose of the program Draft PEIR is to inform the City, responsible agencies, decision makers, and the public about the potential environmental effects resulting from full implementation of the proposed Redondo Beach General Plan Update, and the associated Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local Coastal Program amendments that are required for consistency purposes; and

WHEREAS, the Draft PEIR addresses effects that may be significant and adverse; evaluates alternatives to the project; and identifies mitigation measures and alternatives to reduce or avoid identified potentially significant impacts; and

WHEREAS, included as an appendix to the Draft PEIR, Appendix A Buildout Methodology, explains the buildout assumptions and methodologies utilized for projecting the potential growth in the City over the next 25 years to the horizon year of the General Plan Update of 2050; and

WHEREAS, on August 1, 2024 an "Amended Notice of Availability of a Draft Environmental Impact Report" was issued to advise the public and interested parties that the City of Redondo Beach Planning Division has released the Draft PEIR addressing potential impacts associated with the Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Coastal Program Amendment (proposed project) for a 47-day review period beginning on August 1, 2024, and ending on September 16, 2024; and

WHEREAS, at the time of the release of RESOLUTION NO. 2024-09-PCR-09 on September 13, 2024 several comments on the Draft PEIR have been received; and

WHEREAS, multiple technical studies, environmental scoping meetings, community surveys, public meetings and workshops with the GPAC, the general public, the Planning Commission, and the City Council since 2016 have all served to engage and inform the general public including residents, business owners/operators, and other interested parties and have shaped the resulting draft General Plan Update, and the associated Zoning Ordinance, Zoning Ordinance for the Coastal Zone, and Local Coastal Program amendments required for implementing the Housing Element and consistency.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and the recitals are incorporated herein by reference as if set forth in full.

SECTION 2. FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT. The Planning Commission recommends that the City Council, in the exercise of its independent judgment and pursuant to CEQA, certify the Final Program Environmental Impact Report, inclusive of its referenced appendices for the "Redondo Beach Focused General Plan Update, Zoning Ordinance Update and Local Coastal Program Amendment", and Approve appropriate Environmental Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program. The Draft PEIR inclusive of its referenced appendices is attached as a "Link" within "Exhibit A".

SECTION 3. CITY OF REDONDO BEACH GENERAL PLAN. The Planning Commission recommends that the City Council adopt a General Plan Amendment to Update the City's Land Use, Open Space and Conservation, Noise, and Safety Elements with proposed

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changes/edits attached as "Exhibit B". The proposed Land Use, Open Space and Conservation, Noise, and Safety Elements are included as a "Link" within "Exhibit B".

SECTION 4. TITLE 10 PLANNING AND ZONING, CHAPTER 1 SUBDIVISIONS. The Planning Commission recommends that the City Council adopt amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 1 Subdivisions attached as "Exhibit C".

SECTION 5. TITLE 10 PLANNING AND ZONING, CHAPTER 2 ZONING AND LAND USE. The Planning Commission recommends that the City Council adopt amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use attached as "Exhibit D" with the following additional recommendations: Amend the FAR zoning development standards from 1.0 to 0.5 for C-4 zoned properties along Pacific Coast Highway (PCH); Within the MU Mixed-Use Zoning Districts for projects including both commercial and residential uses amend the proposed minimum commercial FAR from 0.35 to 0.4.

SECTION 6. TITLE 10 PLANNING AND ZONING, CHAPTER 5 COASTAL LAND USE PLAN IMPLEMENTING ORDINANCE. The Planning Commission recommends that the City Council adopt amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing Ordinance attached as "Exhibit E" with the following additional recommendations: Amend the FAR zoning development standards from 1.0 to 0.5 for C-4 zoned properties along Pacific Coast Highway (PCH); Within the MU Mixed-Use Zoning Districts for projects including both commercial and residential uses amend the proposed minimum commercial FAR from 0.35 to 0.4.

SECTION 7. CITY OF REDONDO BEACH LOCAL COASTAL PROGRAM. The Planning Commission recommends that the City Council adopt amendments to the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program attached as "Exhibit F".

SECTION 8. 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 9. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this General Plan Amendment to Update the City's Land Use, Open Space and Conservation, Noise, and Safety Elements, amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 1 Subdivisions, amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use, amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing Ordinance, and amendments to the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program 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. The City Council shall declare that it would have passed this General Plan Amendment to Update the City's Land Use, Open Space and Conservation, Noise, and Safety Elements, amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 1 Subdivisions, amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 2 Zoning and Land Use, amendments to the Redondo Beach Municipal Code, Title 10 Planning and Zoning, Chapter 5 Coastal Land Use Plan Implementing Ordinance, and amendments to the City of Redondo Beach's Coastal Land Use Plan of the Local Coastal Program 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 19th day of September, 2024.

Signed by:
Gale Hazeltine
9EBA10C39FC2412...

Gale Hazeltine, Chair
Planning Commission
City of Redondo Beach

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

Docusign Envelope ID: 7BAF6A46-B0EB-47BE-89F5-8F3CDB96ABE9

CITY OF REDONDO BEACH)

I, Marc Wiener, Community Development Director of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. 2024-09-PCR-09 was duly passed, approved, and adopted by the Planning Commission of the City of Redondo Beach, California, at an adjourned regular meeting of said Planning Commission held on the 19th day of September, 2024 by the following roll call vote:

AYES: Light, Boswell, Craig, Gaddis, Conroy, Lamb, Chairperson Hazeltine

NOES: None

ABSENT:

Marc Wiener

Marc Wiener, AICP
Community Development Director

APPROVED AS TO FORM:

City Attorney's Office

RUTAN
RUTAN & TUCKER, LLP

Joseph D. Larsen
Direct Dial: (714) 641-3418
E-mail: jlarsen@rutan.com

April 15, 2024

VIA E-MAIL AND
FIRST CLASS MAIL

City of Redondo Beach
Community Development Department
415 Diamond Street
Redondo Beach, California 90277
Attn: Sean Scully

Email: Sean.Scully@redondo.org

Re: Comment on the City of Redondo Beach's Proposed General Plan Update

Dear Mr. Scully:

I am writing on behalf of Redondo Beach Unified School District ("RBUSD"), a public institution dedicated to serving the educational needs of the residents of the City of Redondo Beach (the "City"). RBUSD is concerned about the proposed update to the City's General Plan ("Updated GP"). Specifically, it would like to address the land use designation for properties owned by RBUSD.

A. ALL RBUSD-OWNED PROPERTIES SHOULD BE DESIGNATED PUBLIC/INSTITUTIONAL.

Under the current General Plan ("Current GP"), all RBUSD properties are aptly designated as Public/Institutional (P/I), recognizing their role in serving the community's educational needs. This designation encompasses lands held by public entities, special districts, and utilities, earmarking them for governmental, educational, and public cultural facilities, as well as supplementary parks and recreational spaces (Current GP, p. 2-88; Updated GP, p. 2-11).

However, in the proposed Updated GP, three RBUSD properties are inexplicably and wrongly designated as Open Space (OS), contrary to their current use and intended purpose. Specifically, the following properties, owned and operated by RBUSD, are affected:

1. Lincoln Elementary School Fields and Blacktop Area – A space for physical education and student recreation, integral to the school's program.

2. Alta Vista Elementary School Fields – An outdoor play area that supports RBUSD students' health and well-being through physical education.

3. The former Franklin School Site – Property that is currently being developed by the Friendship Foundation to provide specialized educational and developmental services, especially for students with special needs, aiming to impart crucial life skills for independence.

Notably, Figure 3.1 in the Open Space and Conservation Element of the proposed Updated General Plan correctly identifies these three properties as public school facilities. The Land Use designation map ought to maintain consistency with Figure 3.1 by designating these sites as Public/Institutional (P/I), which would recognize them as "schools [with] ancillary parks, recreation, and open spaces." (Updated GP, p. 2-11.)

RBUSD operates under the Education Code and California Regulations, which govern its use of properties for educational purposes. Any City land use designation that potentially impedes RBUSD's ability to fulfill its educational mission, including the designation of its property as open space (OS), may lead to exemptions from the City's land use regulations (see Government Code § 53094). This underscores the necessity for the appropriate designation of RBUSD properties as Public/Institutional (P/I). Such a designation is crucial to ensure alignment with their properties' intended use and to support RBUSD's educational mission.

RBUSD previously communicated its concerns to the City's consultant, PlaceWorks, on or about September 29, 2023, in response to a PlaceWorks letter dated September 11, 2024. Despite this communication, the proposed land use designation map remains unchanged. The land use map must reflect the correct designation of Public/Institutional (P/I) for all RBUSD properties, aligning with their established use and supporting RBUSD's educational objectives.

RBUSD urges the City to rectify this apparent oversight and ensure that all RBUSD properties – particularly those referenced above – are appropriately designated as Public/Institutional (P/I) in the updated General Plan. Such action will not only support RBUSD's educational objectives but also maintain consistency with the existing land use definitions and the community's best interests.

B. ALL PUBLIC/INSTITUTIONAL PROPERTIES SHOULD HAVE A UNIFORM MAXIMUM FLOOR AREA RATIO SET AT 1.25.

Additionally, a notable disparity exists in the Updated GP's Floor Area Ratio (FAR) designation for properties designated as Public/Institutional (P/I). The proposed maximum FAR for properties within the City's civic center and the City-owned property at the northeast corner of Pacific Coast Highway and Vincent Street is set at 1.25. In contrast, other Public/Institutional (P/I) designated properties, including school sites owned by RBUSD, are allocated a maximum FAR of only 0.75. This discrepancy not only undermines the principle of uniformity in land use planning but also places undue restrictions on RBUSD's properties which are intended to serve the community's educational needs.

RBUSD finds it inappropriate for the City to establish a higher FAR for its own civic center properties while imposing lower FAR requirements on other P/I-designated properties. Such inconsistency violates the uniformity requirements of the Planning & Zoning Law (see e.g., Government Code § 65852). Therefore, we urge the City to rectify this inconsistency by ensuring

a consistent FAR of 1.25 across all P/I designated properties, including those owned by RBUSD. Further, adopting a uniform FAR will not only provide consistency but also provide needed flexibility for the development of RBUSD's educational facilities to address the City's evolving educational needs.

RBUSD plays a pivotal role in fostering a learning environment for the City's residents. Its properties and facilities are intended to meet the evolving needs of its students and the community. A uniform maximum FAR of 1.25 is critical in allowing RBUSD the flexibility to adapt or expand its services in alignment with the community's educational needs.

C. CONCLUSION.

In conclusion, RBUSD urges the City to revise the proposed Updated GP to accurately reflect the Public/Institutional (P/I) designation for all properties owned by RBUSD – including the three properties referenced above. This designation aligns with the properties' current use and supports the district's educational mission. Moreover, RBUSD requests the City to standardize the FAR for all Public/Institutional (P/I) designated properties to 1.25. Applying the FAR uniformly across all such public properties is not only a matter of equitable land use planning but also essential for RBUSD to meet the City's evolving educational needs.

Thank you for your attention to these important matters.

Very truly yours,

RUTAN & TUCKER, LLP

Joseph D. Larsen

JDL

cc: Nicole Wesley, Ed.D., Superintendent, RBUSD
(nwesley@rbusd.org)
Mike Witzansky, City Manager, City of Redondo Beach
(Witzansky@redondo.org)
Michael W. Webb, City Attorney, City of Redondo Beach
(Michael.Webb@redondo.org)
Annette V. Alpern, Ed.D., Deputy Superintendent, Administrative Services, RBUSD
(aalpern@rbusd.org)

RUTAN
RUTAN & TUCKER, LLP

Joseph D. Larsen
Direct Dial: (714) 641-3418
E-mail: jlarsen@rutan.com

July 17, 2024

VIA E-MAIL AND FIRST CLASS MAIL

Planning Commission
City of Redondo Beach
Attn: Sean Scully
415 Diamond Street
Redondo Beach, California 90277

Email:
GeneralPlanEIR@redondo.org
Sean.Scully@redondo.org

Re: Redondo Beach Unified School District Comments on Agenda Item for July 18, 2024 Meeting: Updates to General Plan Elements

Dear Planning Commission:

We are writing to provide comments on the agenda item scheduled for the upcoming meeting on July 18, 2024, titled "Public Hearing to Introduce Updates to the City's General Plan Land Use, Open Space & Conservation, Noise, and Safety Elements Recommendation."

I am writing on behalf of Redondo Beach Unified School District ("RBUSD"), a public institution dedicated to serving the educational needs of the residents of the City of Redondo Beach (the "City"). RBUSD is concerned about the proposed update to the City's General Plan ("Updated GP"). Specifically, it would like to address the land use designation for properties owned by RBUSD.

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However, in the proposed Updated GP, three RBUSD properties are inexplicably and wrongly designated as Open Space (OS), contrary to their current use and intended purpose. Specifically, the following properties, owned and operated by RBUSD, are affected:

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Notably, Figure 3.1 in the Open Space and Conservation Element of the proposed Updated General Plan correctly identifies these three properties as public school facilities. The Land Use designation map ought to maintain consistency with Figure 3.1 by designating these sites as Public/Institutional (P/I), which would recognize them as "schools [with] ancillary parks, recreation, and open spaces." (Updated GP, p. 2-11.)

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RBUSD previously communicated its concerns to the City's consultant, PlaceWorks, on or about September 29, 2023, in response to a PlaceWorks letter dated September 11, 2024. Additionally, RBUSD sent a letter to the Community Development Department on April 15, 2024, as a comment to the proposed General Plan update. Despite these communications, the proposed land use designation map remains unchanged. The land use map must reflect the correct designation of Public/Institutional (P/I) for all RBUSD properties, aligning with their established use and supporting RBUSD's educational objectives. For your reference, copies of the previous correspondence are enclosed and incorporated herein.

RBUSD urges the City to rectify this apparent oversight and ensure that all RBUSD properties – particularly those referenced above – are appropriately designated as Public/Institutional (P/I) in the updated General Plan. Such action will not only support RBUSD's educational objectives but also maintain consistency with the existing land use definitions and the community's best interests.

B. ALL PUBLIC/INSTITUTIONAL PROPERTIES SHOULD HAVE A UNIFORM MAXIMUM FLOOR AREA RATIO SET AT 1.25.

Additionally, a notable disparity exists in the Updated GP's Floor Area Ratio (FAR) designation for properties designated as Public/Institutional (P/I). The proposed maximum FAR for properties within the City's civic center and the City-owned property at the northeast corner of Pacific Coast Highway and Vincent Street is set at 1.25. In contrast, other Public/Institutional (P/I) designated properties, including school sites owned by RBUSD, are allocated a maximum FAR of

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Thank you for your attention to these important matters.

Very truly yours,

RUTAN & TUCKER, LLP

Joseph D. Larsen

JDL
Enclosures
cc: Nicole Wesley, Ed.D., Superintendent, RBUSD (nwesley@rbusd.org)
Mike Witzansky, City Manager, City of Redondo Beach (Mike.Witzansky@redondo.org)
Michael W. Webb, City Attorney, City of Redondo Beach (Michael.Webb@redondo.org)
Annette V. Alpern, Ed.D., Deputy Superintendent Admin Srv, RBUSD (aalpern@rbusd.org)

PLACEWORKS

September 11, 2023

Fred Naile
Director of Facilities, Maintenance and Operations
Redondo Beach Unified School District
1401 Inglewood Ave.
Redondo Beach, CA 90278

Subject: Request for Service Provider Information for the Draft Environmental Impact Report for Redondo Beach General Plan Update, Zoning Code Update and Local Coastal Program

Dear Mr. Fred Naile:

On behalf of the City of Redondo Beach (City), PlaceWorks is preparing a Draft Environmental Impact Report (Draft EIR) for the Redondo Beach General Plan, Zoning Code Update and Local Coastal Program (proposed project). This letter is to request your assistance in updating information regarding existing school-related services in Redondo Beach and assessing potential impacts of the proposed project. Please respond to the enclosed questionnaire, using additional sheets if necessary. Note that your responses will become a part of the administrative record for this project and will be included as an appendix to the Draft EIR.

Project Location

Redondo Beach is in the South Bay region of Los Angeles County. It is bordered to the north by Hermosa Beach, Manhattan Beach, Hawthorne, and El Segundo; to the east by Torrance and Lawndale; to the south by the Palos Verde Peninsula; and to the west by the Pacific Ocean. For purposes of the General Plan Update, the project planning area includes the entire geographic area of the City, which has a total land area of approximately 3,970 acres (6.2 square miles). As depicted in Figure 1, *Project Area*, the City is developed with a variety of land uses, such as established residential neighborhoods, commercial corridors, industrial complexes, public facilities, and parks.

Project Description

Redondo Beach General Plan Update, Zoning Code Update and Local Coastal Program

A General Plan establishes long-term goals and policies to guide a community in realizing a vision into the future. The State of California requires each city to adopt a comprehensive, long-term general plan for the physical development of a community and provides a list of topics that must be addressed. Local decision makers use the goals and policies of a general plan to make decisions regarding land use, housing, mobility, infrastructure, open spaces, and recreation.

The City has selected the year 2050 as its planning horizon for updating the existing General Plan. The City is updating four of the State-required elements that make up the General Plan: the Land Use, Open Space and Conservation, Safety, and Noise elements. Updates to these elements will be accompanied by associated revisions to the City's Zoning Code and Local Coastal Program needed to make consistent and implement the updated goals and policies. In addition, updates to the General Plan Land Use designations will be reviewed pursuant to the City Chart, Article XXVII, Area of Major Changes in Allowable Land Use. The General Plan is the principal policy document for guiding community growth and the provision of public services and is defined by specific community priorities and values that were identified during the public outreach process. Once adopted, the General Plan provides high-level guidance that sets the goals and priorities for related efforts, including the zoning code, specific plans, subdivision ordinances, and other planning projects.

The following elements will be updated as part of the Redondo Beach General Plan, Zoning Update and Local Coastal Program Amendment:

» The **Land Use Element** establishes how land is developed, used, and arranged to ensure compatibility and add value to the community in terms of function, design, and fiscal return.

» The **Open Space Element** coordinates the circulation system with future land use patterns and buildout to satisfy local and subregional mobility needs, as well as access and connectivity between various neighborhoods and districts. This element also defines goals and policies for the provision of public infrastructure to support the uses accommodated by the Land Use Element.

» The **Conservation Element** addresses how resources are managed comprehensively using systems that are environmentally and economically sustainable and meet growth demand in Redondo Beach.

» The **Safety Element** addresses how the City protects life, property, and commerce from impacts associated with human-made and natural hazards, disasters, and other threats to public safety. It also identifies ways the City can establish strategies to adapt to increased hazard risks and strategies to become more resilient.

» The **Noise Element** provides a basis for comprehensive local programs to control and abate environmental noise and to protect residents from excessive exposure.

The General Plan will also include an Implementation Plan that identifies responsible parties and the actions needed to carry out General Plan policies.

Table 1, *Buildout Statistical Summary*, provides a statistical summary of the buildout potential associated with the updated Land Use Plan compared to existing conditions. Figure 3, *Current Land Use Plan*, shows the existing land use plan for the city. Figure 4, *Proposed Land Use Plan*, shows the proposed General Plan Land Use Map.

Table 1 Buildout Statistical Summary

Scenario	Acres	Number of Housing Units	Total Population	Nonresidential Square Feet	Employment (Number of Jobs)
Existing Conditions	3,973	30,431[1]	70,311[2]	11,826,277[3]	28,638
Proposed General Plan (2050)	3,973	35,387[1]	78,978[2]	17,508,276[3]	36,627
Potential Growth	--	4,956	8,667	5,681,999	7,989

Notes:

1. Includes accessory dwelling units (ADUs) and assisted living units.
2. Includes people living in dwelling units, ADUs, assisted living units, and group quarters.
3. Includes square-footage of commercial uses with group quarters (such as memory care facilities).

Public Agency Approvals

The proposed project will require adoption by the Redondo Beach City Council. The Planning Commission, General Plan Advisory Committee, and other decision-making and advisory bodies will review the proposed project and make recommendations to City Council. Though other agencies may be consulted during the project process, their approval is not required for adoption of the Redondo Beach General Plan, Zoning Code Update and Local Coastal Program Amendment. However, subsequent development under the proposed project may require approval of state or federal responsible or trustee agencies that may rely on the EIR for decisions in their areas of expertise.

Please respond to PlaceWorks no later than **Wednesday, October 11, 2023.** If you need additional time to respond, please let me know as soon as possible. You can email your responses to me at ehaines@placeworks.com. If you prefer, mail the completed questionnaire to my attention at 700 S. Flower St., Suite 600, Los Angeles, California, 90017. Feel free to contact me at 213.623.1443 ext. 2132 or via the aforementioned email. Thank you for your prompt attention to this request.

Sincerely,

PLACEWORKS

Emma Haines
Associate

Enclosures:
Questionnaire
Figure 1: Project Area
Figure 2: Existing Land Uses
Figure 3: Current Land Use Plan Map
Figure 4: Proposed Land Use Plan Map

Redondo Beach General Plan Update, Zoning Code Update and Local Coastal Program Amendment

Redondo Beach Unified School District

1. Please provide RBUSD current student generation rates and development impact fees? If possible, please provide the Developer Fee Justification Study for RBUSD?

RBUSD Developer Fee Justification Study 2020 attached under separate cover.

2. Are there any existing plans to expand school facilities with RBUSD? If so, please describe these planned expansions.

RBUSD may increase classrooms at a few of the elementary school sites in the next 1-5 years in order to accomodate students in a full day kindergarten program (currently 1/2day kindergarten shares classrooms with a.m. & p.m. programs) as well as implement CA's new Universal TK program.

3. Is there any existing Safe Routes to School program in place? If yes, please indicate how or where we can obtain a copy.

NO.

4. Please provide any additional comments you wish to make regarding the proposed project.

* page 9 of 9

I marked up the document attached. The City's Proposed Land Use Plan takes property owned by the school district (should be shaded light blue for Public/Institutional) and marks it up on the map as green for parks/open space. While these areas are currently in use as parks/open space, the school district has the authority to use or convert district property for any educational use it may deem appropriate.

Response Prepared By:

Annette V. Alpern — Deputy Superintendent

Name **Title**

Redondo Beach Unified School District — 09/29/23

Agency **Date**

S

Figure 1 - Project Area Map



City of Redondo Beach

Note: The City boundary extends 3 miles into the Pacific Ocean, which is not shown on this exhibit.

Source: City of Redondo Beach, 2023.

0 4,000
Scale (Miles)

PlaceWorks

Figure 2 - Existing Land Uses

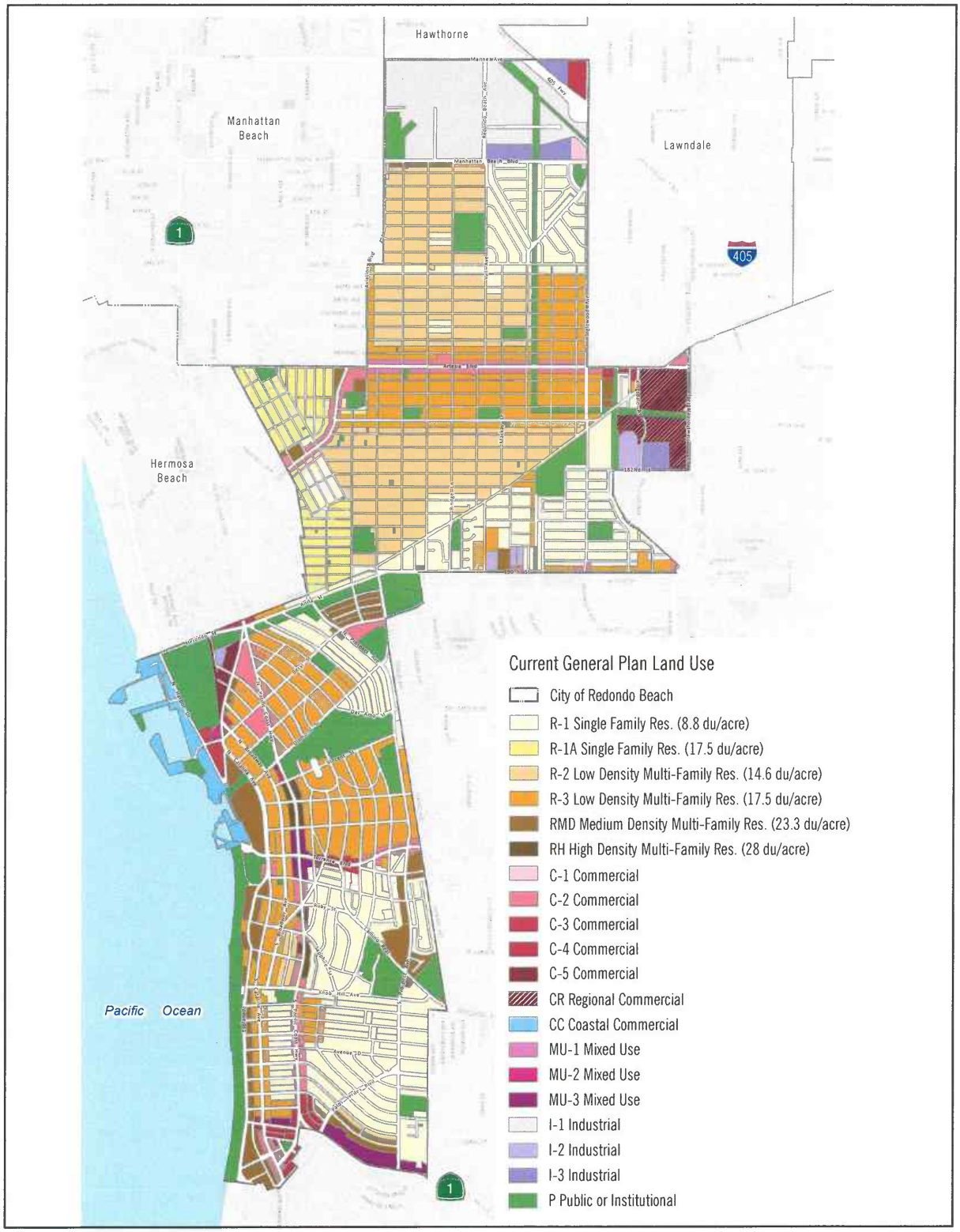


Source: City of Redondo Beach and PlaceWorks, 2023.

PlaceWorks

7

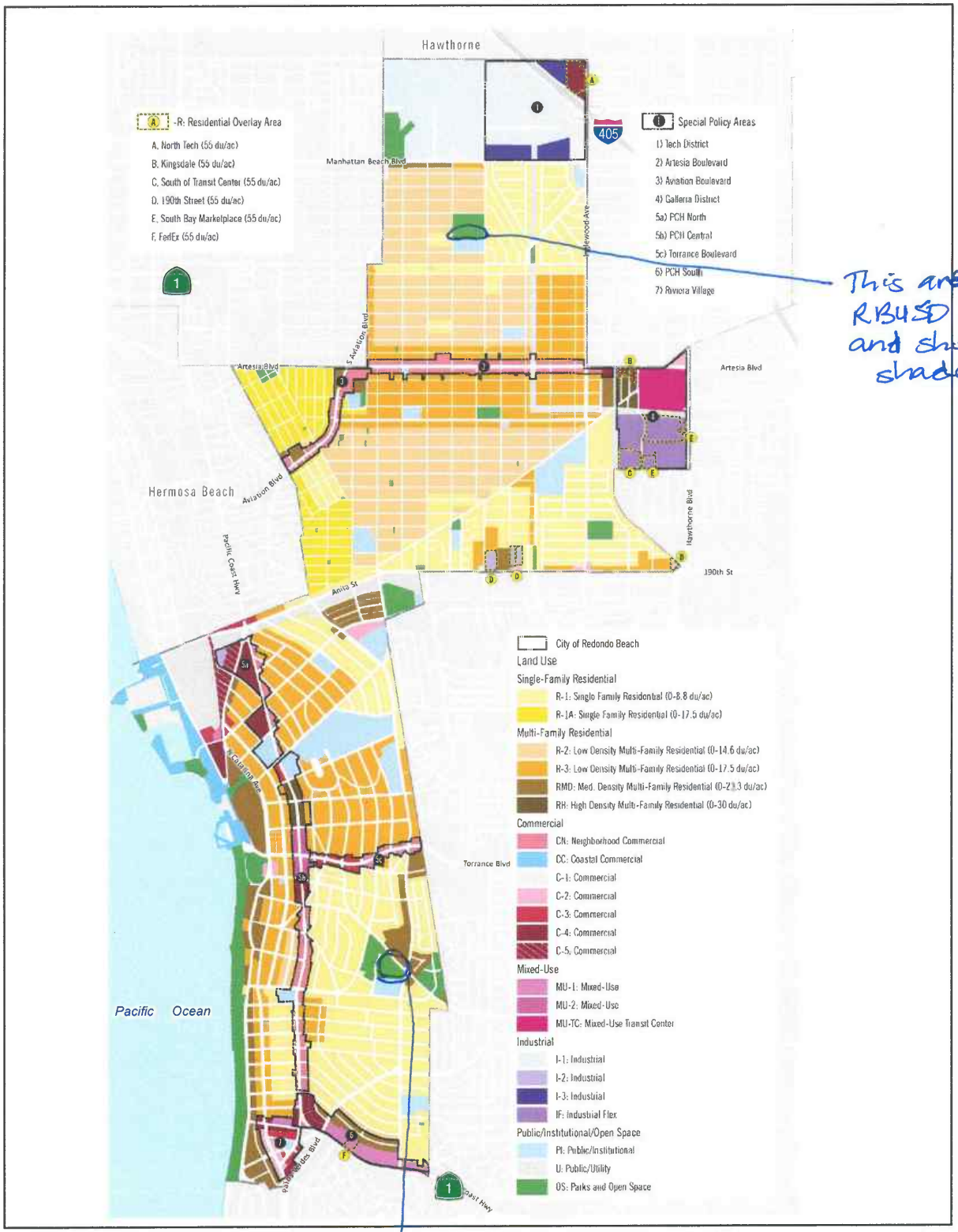
Figure 3 - Current Land Use Plan



Source: City of Redondo Beach, 2023.

PlaceWorks

Figure 4 - Proposed Land Use Plan

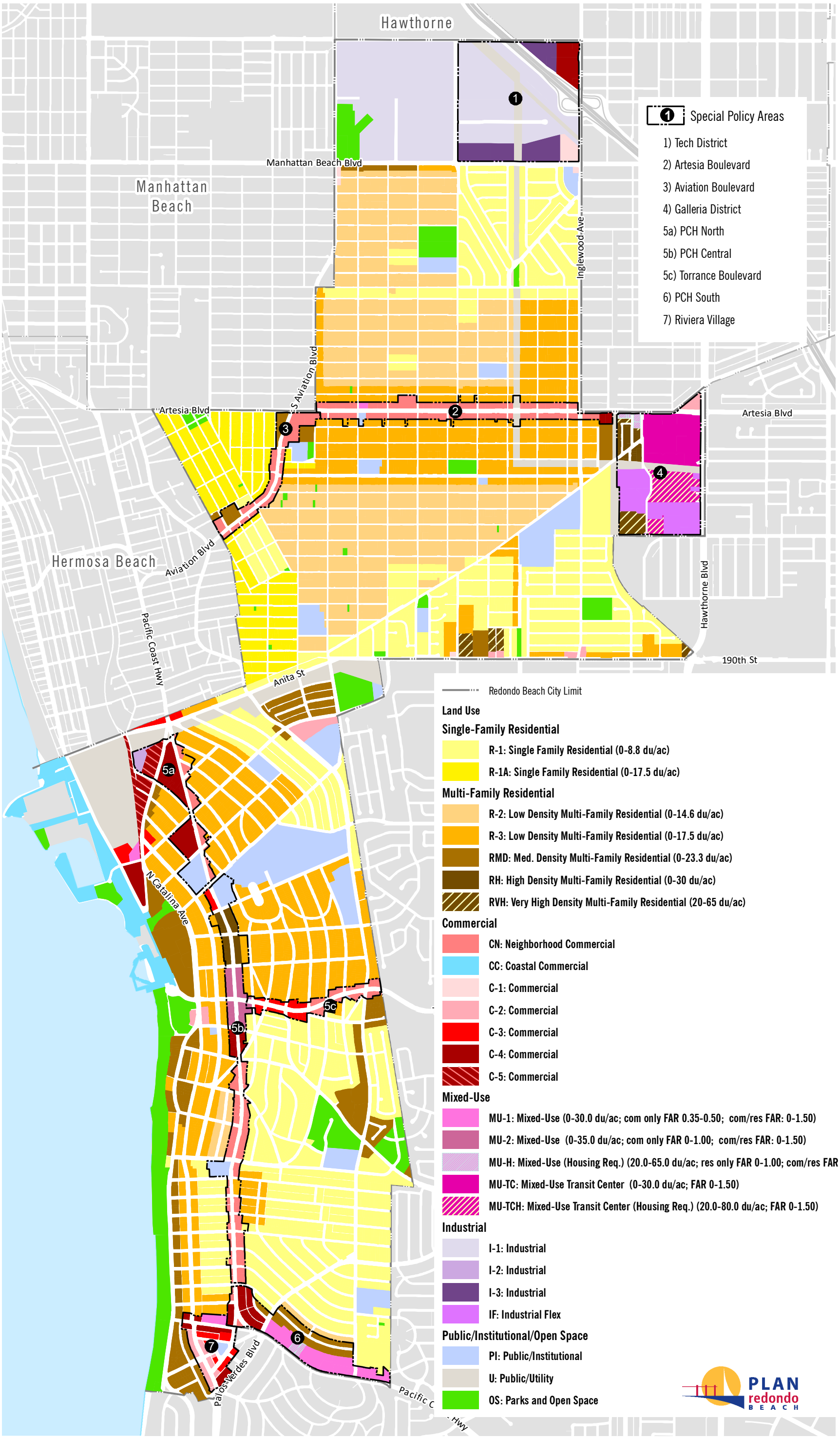


This area is RBUSD property and should be shaded blue

This area is RBUSD + should be shaded light blue

Source: City of Redondo Beach and PlaceWorks, 2023.

PlaceWorks



Data Source: PlaceWorks 2025, The City of Redondo Beach 2025

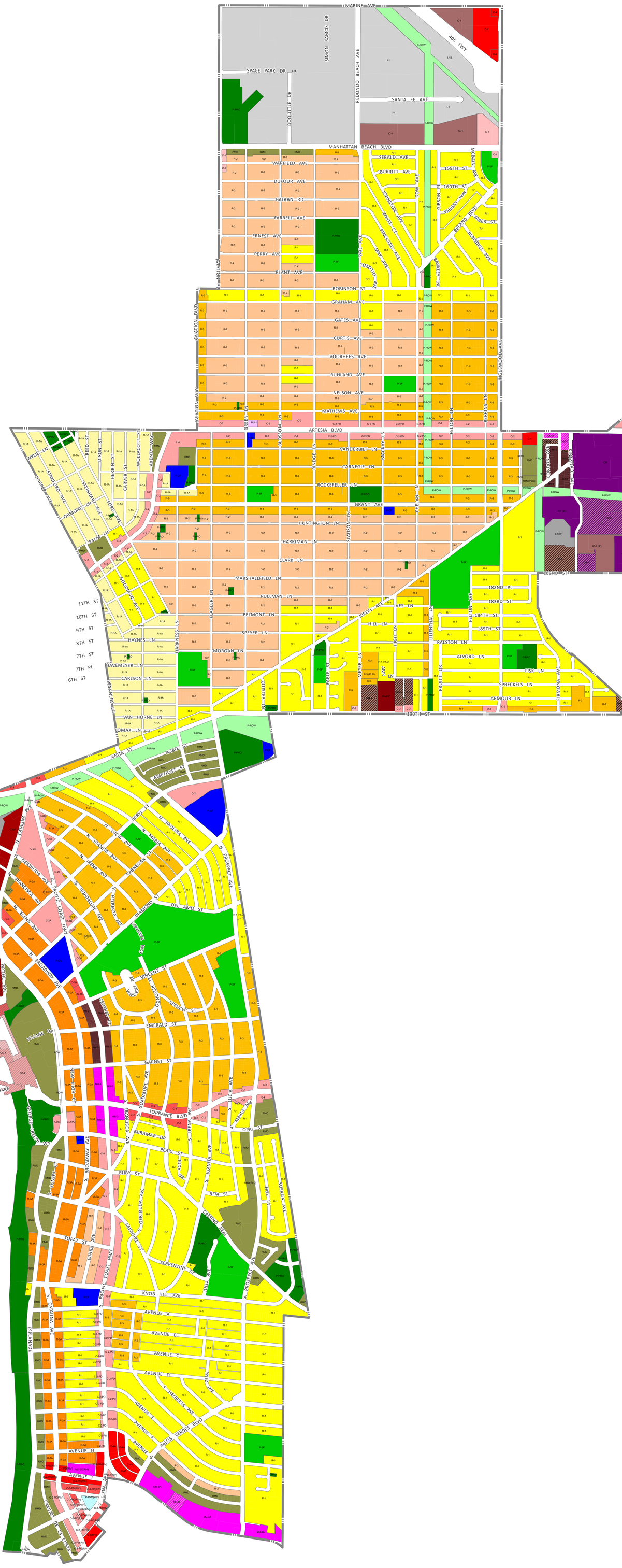
Exhibit B

Zoning Map

December 9, 2025

- R-1
- R-1A
- R-2
- R-3
- R-3A
- RMD
- RH-2
- RH-3
- RH-4
- R-MHP
- C-1
- C-2
- C-2-PD
- C-2A
- C-2B
- C-3
- C-3-PD
- C-3A
- C-3B
- C-4
- C-4-PD
- C-4A
- C-5A
- CC-1
- CC-2
- CC-3
- CC-4
- CC-5
- MU-1
- MU-2
- MU-3
- MU-3A
- MU-3C
- MU-H
- CR
- CR-H
- I-1
- I-1A
- I-1B
- I-2
- I-2A
- IC-1
- P-CIV
- P-RVP
- P-GP
- P-ROW
- P-CF
- P-PRO
- P-SF

Overlay zones, where applied are denoted in parentheses following the base zone designations. Where two overlay zones are applied, they are separated by a hyphen.
Overlay zones include:
- (PLD) Planned development overlay zone
- (Riv) Riviera Village overlay zone
- (H) Historic overlay zone
- (IF) Industrial flex overlay zone



Date: November 12, 2024

Feet
0 600 1,200 1,800

City of Redondo Beach

Administrative Report

N.2., **File #** 26-0286 **Meeting Date:** 3/3/2026

To: **MAYOR AND CITY COUNCIL**

From: MIKE COOK INFORMATION TECHNOLOGY DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING UPDATES TO INFORMATION TECHNOLOGY RELATED CITY ADMINISTRATIVE POLICIES/PROCEDURES (APPS) INCLUDING POLICIES PERTAINING TO VIDEO SURVEILLANCE CAMERAS AND THE USE OF ARTIFICIAL INTELLIGENCE (AI)

EXECUTIVE SUMMARY

Information Technology (IT) usage across the City continues to evolve rapidly, requiring periodic updates to the City's Administrative Policies and Procedures (APP) to address cybersecurity risks, operational practices, and emerging technologies. The City's IT policies are reviewed regularly to ensure alignment with industry standards, legal requirements, and the City's operational needs. While APPs are approved and enforced under the authority of the City Manager, with the increasing impact of technology on the public and within the organization, it is important that the Mayor and City Council are informed of these updates to ensure transparency and provide an opportunity for public discussion. The proposed updates reflect lessons learned from recent projects, a desire to codify policies with current practices, an increased reliance on digital services, and the growing availability of artificial intelligence tools.

BACKGROUND

This item allows for the discussion of updated policies along with a new policy, and a policy that is being retired.

Updated Policies:

10.57 - Video Surveillance Policy

The City maintains a limited number of video surveillance cameras primarily for public safety, facility protection, and operational purposes. The existing policy was last updated in 2015 and was out of alignment with current practices. The updated policy clarifies governance and oversight of future camera deployments.

Key updates include:

- Establishing a formal approval process requiring authorization from the City Manager, IT Director, and Chief of Police prior to expansion of the program.
- Establishing strict requirements for locations of proposed new sites, including the identification of need through a sustained history of criminal activity or the safeguarding of high-value assets.
- Reinforcing that any procurement of new cameras remains subject to existing purchasing

policies and City Council approval as appropriate.
- Clarifying acceptable use, data retention, and access controls.

While the updated policy defines prerequisites for increased deployment, large-scale deployment is not currently being contemplated due to cost and additional policy considerations. Depending on installation, logistics, and equipment type, individual camera deployments can range from approximately $3,000 to $5,000 per location when hardware, licensing, installation and storage are included. This policy update is intended to ensure strong oversight, transparency, and fiscal responsibility rather than expand the City's current deployments. The updated APP includes a listing of all sites where cameras are currently installed that would be made available for public viewing on the City's website.

4.01 - Responsible Use Policy
First rewrite since 2008. The update modernizes the City's approach to technology and privacy and limits usage of unauthorized tools for City business. It also expands on cybersecurity controls.

4.03 - Email Communication Policy
Minor updates. Discourages the use of City email for personal business. Formalizes account disable process. Expands scope to include redondo.gov email addresses.

New Policy:

4.05 - Artificial Intelligence Policy
With the rapid growth of artificial intelligence (AI) systems now available, this policy establishes governance and operational standards for use of AI systems by City staff in a fashion that is reasonable, secure, and transparent. Specifically, this policy is intended to:

- Provide clear guidance for City employees, contractors, and vendors who may purchase, configure, or use AI tools on behalf of the City.
- Define the approval process for new AI technologies, including mandatory review by the IT Department.
- Ensure that AI systems are deployed in alignment with City cybersecurity, data protection, and privacy requirements.
- Maintain accountability, transparency, and human oversight in the use of AI.
- Provide a means for the adoption of new tools while minimizing risk.
- Prevent unauthorized or inappropriate use of AI technologies, particularly those involving sensitive data such as personally identifiable information (PII) or criminal justice information (CJI).

Retired Policies

4.02 - E-Gov Steering Committee
This 25-year-old policy mandating a long-retired technology steering committee that is no longer aligned with City practices, which have evolved to include more agile, informal processes led by the IT Director.

COORDINATION

APPs follow a formal coordination and update process. All policies are prepared by Department staff, reviewed by Department Heads, approved by the City Manager, and discussed with any impacted labor unions, where appropriate. APP 10.57 was coordinated with the City Manager's Office, Police Department, Human Resources, and Information Technology Department prior to distribution.

FISCAL IMPACT

There is no direct fiscal impact to updating policies, however updated policies may lead to the deployment of new or updated technologies which will follow existing budget and procurement approval processes. The work associated with the creation and approval of APPs is included in each Departments' Adopted Budget for FY 2025-26.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- APP 10.57 Video Security Policy
  - APP 10.57 Exhibit A - Camera Sites
- APP 4.05 Artificial Intelligence Policy
- APP 4.01 Responsible Use Policy
- APP 4.03 Email Communication Policy

CITY OF REDONDO BEACH		ADMINISTRATIVE POLICY AND PROCEDURES (APP)
Number: 10-57		**Subject:** Video Security Policy
Original Issue: 08-10-15	**Effective:** 3-16-25	**Category:** Risk Management, Safety and Information Technology
Supersedes: 08-10-20		

I. PURPOSE AND SCOPE

To set forth policy for the installation, operation, and maintenance of security cameras, monitors, and recording and storage equipment ("security systems") to ensure security and safety on city-owned property.

II. GENERAL INFORMATION

A. The City may install and maintain security cameras capable of capturing, monitoring, and recording activity. An inventory of the current camera location sis provided in Exhibit "A." This inventory shall be made viewable to the public on the City's website.

B. The purpose of the installation of cameras is to deter crime, provide visibility, and to safely secure areas with a high probability of criminal activity or frequently host large group gatherings, and to protect certain high-value assets.

C. The City may install and maintain equipment capable of recording and maintaining data captured by security cameras pursuant to the authorization requirements of this policy.

D. All recordings made by the security systems shall remain the property of the City. Employees shall have no expectation of privacy or ownership interest in the content of the recordings.

III. INSTALLATION & PLACEMENT

The installation and/or removal of cameras shall be authorized by the City Manager, or designee, in consultation with the Chief of Police and Information Technology Director. The determination to install new cameras shall be based on the following criteria:

A. Crime Activity Metrics: Cameras may be installed in areas with a documented history of criminal activity including:

1. A pattern of repeated incidents at a particular location.

Note: Regular analysis of incident reports and data should be conducted to identify trends and hotspots for criminal activity. This analysis will help determine the need for additional cameras, need for existing cameras to be removed, or the repositioning of existing cameras.

2. Response to or as a deterrent measure for particular types of crimes as designated by the Chief of Police with approval by the City Manager including reported incidents or threat of vandalism, assault, violent felony, etc.

B. Crime Prevention: Cameras may be installed in areas identified as high-risk for potential criminal activity to serve as a deterrent. Factors to consider include, but are not limited to:

1. Proximity to high-traffic areas or public spaces

2. Areas with limited natural surveillance or poor lighting

3. Locations with valuable assets or sensitive information

4. Locations where large crowds of people gather routinely

5. Vacant or abandoned properties

C. Voting Locations: Cameras may be installed in areas where election ballots are stored or processed and may only be engaged during an election cycle. These cameras shall only be used for the purpose of ensuring election integrity.

D. Review and Documentation: All decisions regarding the installation and placement of cameras must be documented, including the rationale and supporting data. Regular reviews should be conducted to assess the effectiveness of the cameras and adjust as needed. All new permanent (>90 day) security camera installations approved by the City Manager, or designee, shall be added to the City's inventory (10.57 Video Security Policy – Exhibit A) and made available for public viewing on the City's website.

E. Criminal Investigations: Nothing in this policy shall restrict the ability to install and maintain temporary (<90 day) video and audio recording devices for the purposes of criminal investigations conducted by the Redondo Beach Police Department or other law enforcement agencies.

IV. AUTHORIZATION TO OPERATE, ACCESS, AND MONITOR

A. Only authorized personnel may operate, access and monitor the security systems, and only in the manner specifically authorized. An internal list of authorized individuals shall be maintained by the Information Technology Department. Authorization may be provided as follows:

1. The City Manager, or designee, may authorize any employee of the City to operate, access, or monitor the security system, and such authorization is limited to the specific authorization given by the City Manager.

2. The Chief of Police may authorize any employee within the Police Department to operate, access, monitor and/or access recordings from the security system.

3. The Information Technology Director may authorize any employee within the Information Technology Department to incidentally access the security system for the purpose of system administration, troubleshooting or support.

B. Authorized personnel shall ensure that monitors and recordings of the security system are not visible or audible to unauthorized individuals.

V. PRIVACY

A. Restricted Areas: Security cameras must not be installed in areas where individuals have a reasonable expectation of privacy, such as private offices, restrooms, locker rooms, and other similar locations.

B. Data Protection: All video recordings must be stored securely to prevent unauthorized access, tampering, or loss. Appropriate measures must be taken to ensure the confidentiality and integrity of the recordings.

C. Review and Compliance: Regular reviews must be conducted to ensure compliance with privacy considerations and to address any concerns or issues that may arise.

D. Facial Recognition: Facial Recognition shall not be enabled unless approved by the City Council as a feature of the surveillance system, or temporarily in response to significant and/or active criminal threats for emergent public safety purposes as approved by the City Manager, Chief of Police and Information Technology Director.

E. Audio: Audio recording shall not be enabled outside of the Jail and Police Interview Rooms unless temporarily in response to significant an/or active criminal threats for emergent public safety purposes as approved by the City manager, Chief of Police and Information Technology Director or as required by law.

VI. RETENTION AND RELEASE OF RECORDINGS

A. Security System recordings shall be maintained for no longer than 60 days and in compliance with city, state and federal law.

B. Security Systems recordings may be released in compliance with a public records request, if permitted, by the California Public Records Act.

VII. EXCEPTIONS

There will be no exceptions to this policy unless approved by the City Manager.

VIII. AUTHORITY

By Authority of the City Manager

Mike Witzanksy

IX. ATTACHMENTS

A. Exhibit A – Camera Descriptions List

Exhibit A – Camera Sites

Location	Quantity
City Hall	9
Fire Station 3	2
North Branch Library	10
Pier Skate Park	3
Police Annex Detectives' Bureau	4
Police Artesia SubStation	1
Police Evidence Warehouse	1
Police Main Station	42
Police Pier SubStation	4
Public Works Corporation Yard	12
Public Works Parks Yard	4
Public Works Pier Yard	2
Transit Center	54

CITY OF REDONDO BEACH		ADMINISTRATIVE POLICY AND PROCEDURES (APP)
Number: 04.05		**Subject: ARTIFICIAL INTELLIGENCE POLICY**
Original Issue: N/A	**Effective:** 3-16-26	**Category:** Information Technology
Supersedes: N/A		

I. PURPOSE

This policy establishes governance and operational standards for the use of Artificial Intelligence (AI) systems by the City of Redondo Beach ("City"). Its purpose is to ensure that AI technologies are used responsibly, securely, and transparently in support of City operations while protecting resident privacy and maintaining compliance with applicable laws and cybersecurity standards.

The goals of this policy are to:

- Provide clear guidance for City employees, contractors, and vendors who may purchase, configure, or use AI tools on behalf of the City.
- Define the approval process for new AI technologies, including mandatory review by the Information Technology (IT) Department.
- Ensure that AI systems are deployed in alignment with City cybersecurity, data protection, and privacy requirements.
- Maintain accountability, transparency, and human oversight in the use of AI.
- Prevent unauthorized or inappropriate use of AI technologies, particularly those involving sensitive data such as personally identifiable information (PII) or criminal justice information (CJI).

II. SCOPE

This policy applies to all City employees, departments, volunteers, consultants, and contractors who purchase, configure, develop, use, or manage AI tools or systems on behalf of the City.

This includes but is not limited to:

- **General-Purpose AI tools**, such as ChatGPT, Copilot, Gemini, Claude, and similar generative or conversational AI systems.
- **Department-Specific AI systems**, such as machine learning models used for data analysis, workflow automation, or decision support within a particular business process.

- **Embedded AI features** within other applications that perform predictive, analytical, or automated decision functions.

Employees must also remain aware that **many traditional or legacy software products now include AI features behind the scenes**, such as predictive typing, automated data analysis, or "smart" recommendations. Even if a tool appears conventional or familiar, if it includes any automated prediction, recommendation, or decision-making functionality, it is subject to this policy.

III. DEFINITIONS

Artificial Intelligence (AI):
A machine-based system that, for a given set of human-defined objectives, can make predictions, recommendations, or decisions influencing real or virtual environments. AI systems use human- or machine-provided data inputs to perceive their environment, analyze information, and generate outputs that augment or replace human decision-making.

General-Purpose AI Tool:
Any broad or consumer-facing AI platform that is not developed or configured specifically for a City business function but can generate or analyze content for a wide range of uses (for example ChatGPT, Gemini, Copilot, Claude, or similar services). These tools are especially high-risk because data entered into them may be transmitted to third-party servers, used for model training, or disclosed outside the City's control.

Department-Specific AI System:
An AI capability built or purchased for a specific operational purpose within a City department (for example predictive maintenance analysis, call routing, or permit review). If a software product performs automated tasks using models trained on data or that learn from user input, it qualifies as AI under this policy.

IV. POLICY STATEMENT

1. Authorization Requirement
   City staff are prohibited from using any AI system, service, or tool that has not been explicitly authorized in writing by the Information Technology Director.

   This includes free, public, or consumer versions of AI tools such as ChatGPT, Gemini, or Copilot, even when accessed with a personal account. These platforms are not secure for government use and often collect, analyze, and sell user data to third parties.

   The City will maintain a secure, enterprise-grade AI environment—TBD—as the sole approved general-purpose AI tool for City business. No other general-purpose AI platform may be used to generate, review, or analyze City data.

   This requirement applies equally to free or publicly available AI tools that:

- Do not require authentication or allow anonymous use;
- Allow login using personal accounts; or
- Are accessed through external websites or mobile applications not reviewed by the IT Department.

Staff should also remain aware that some approved or legacy applications may contain hidden or newly integrated AI components. Any new functionality labeled “intelligent,” “smart,” or “predictive” must be treated as AI and reported to IT for review before activation or use.

2. AI Tool Review Checklist and Product Selection
   The IT Department will use a standardized AI Evaluation Checklist when reviewing any proposed AI system or product. This review process encompasses both tool authorization and product selection to ensure that the technology aligns with City standards and business needs.

   The requesting department must provide to the IT Department:
   - A clear written statement describing the business objective the department seeks to accomplish using AI;
   - An explanation of why AI is necessary or beneficial for achieving that goal; and
   - A list of alternative products or processes considered prior to requesting approval.

   The IT Department’s evaluation will consider, at minimum:
   - The type of data to be stored, transmitted, or processed.
   - Whether data includes CJI, PII, HIPAA-protected, or confidential information.
   - The vendor’s cybersecurity and privacy controls, including encryption, authentication, and access management.
   - The product’s data retention, export, and deletion capabilities.
   - Transparency and explainability of AI decision processes.
   - Availability of audit trails, logging, and human oversight.
   - Alignment with the City’s existing Information Security, Privacy, and Responsible Use policies.
   - Compliance with CJIS and applicable federal, state, and local laws.
   - Identification of any embedded or third-party AI services within the product that may process City data.

3. Procurement and Documentation
   All procurement or contract renewals involving AI systems must be coordinated with the IT Department and must include appropriate documentation (for example a vendor AI Fact Sheet or technical summary). Vendors must disclose any AI functionality within their products.

4. Incident Response and Reporting
   Any incident involving an AI system that results in the exposure, corruption, or misuse of City data must be immediately reported to the IT Department and handled under the City's cybersecurity incident response plan.

5. Police Department Considerations
   The Police Department shall maintain a separate, department-specific AI policy that aligns with this Citywide standard. That policy will include additional provisions for Criminal Justice Information Services (CJIS) compliance, investigative use restrictions, and law enforcement ethics.

6. Prohibited Uses
   AI tools shall not be used for:

   - Real-time biometric identification or surveillance without prior legal authorization.
   - Emotion recognition or sentiment scoring of individuals.
   - Fully automated decisions affecting employment, benefits, or public services without human review.
   - Social scoring or profiling of residents or employees.
   - Cognitive or behavioral manipulation of individuals.

7. Experimental Use and Proof of Concepts
   The City encourages departments to explore and experiment with AI technology in a responsible manner that promotes innovation while safeguarding City data.

   - Departments wishing to conduct AI-related experiments, pilots, or proofs of concept (POCs) must obtain prior written approval from the Information Technology Director.
   - Experiments and POCs must only use information that is publicly available or that the City would otherwise release under the California Public Records Act (CPRA).
   - If a department proposes to test AI technology using non-public, sensitive, or confidential data, a formal written contract or agreement must be established to ensure data protection, security, and compliance with applicable laws.

- IT reserves the right to halt any experimental AI use that poses a security or compliance risk.

V. GOVERNANCE AND RESPONSIBILITIES

- Information Technology Director
  - Serves as the City's AI Policy Authority.
  - Approves or denies AI tool usage requests.
  - Maintains the AI Evaluation Checklist and authorized tool inventory.
  - Coordinates reviews with the City Manager, Legal, and Department Heads as appropriate.
- Department Heads
  - Must ensure all departmental uses of AI are pre-approved by the IT Director.
  - Must maintain records of staff authorized to use AI tools.
- Employees and Contractors
  - Must comply with this policy and all related IT and security standards.
  - Must report suspected misuse or unauthorized AI activities to the IT Department immediately.
  - Must remain conscious of potential AI features in software tools they use daily and seek IT guidance before enabling or relying on them for City business.
  - Must only use the City-approved enterprise AI platform (TBD) for any general-purpose AI needs.

VI. PUBLIC RECORDS AND DATA PRIVACY

AI-generated content or outputs created in the course of City business are considered public records and must be retained or disclosed in accordance with the California Public Records Act (CPRA) and the City's record retention schedule.

All AI systems must comply with the City's Information Security Policy, Privacy Policy, and data classification standards to protect sensitive information.

VII. ENFORCEMENT

Violations of this policy may result in disciplinary action up to and including termination of employment or contract, as well as potential legal or contractual consequences. Departments

or vendors found to be in violation may have their AI privileges suspended pending review.

VIII. EXCEPTIONS

There will be no exceptions to this policy unless approved by the City Manager.

IX. AUTHORITY

By Authority of the City Manager

_____
Mike Witzanksy

X. ATTACHMENTS

N/A

CITY OF REDONDO BEACH		ADMINISTRATIVE POLICY AND PROCEDURES (APP)
Number: 04-01		**Subject:** Information Technology Responsible Use Policy
Original Issue: 08-18-95	**Effective:** 3/16/2026	**Category:** Information Technology
Supersedes: 07-01-08		

I. PURPOSE AND SCOPE

To establish guidelines for the responsible use of information technology (IT) resources throughout the City of Redondo Beach ("City").

City IT resources include, but are not limited to:

- Computing devices and related tools – desktops, laptops, tablets, smartphones, servers, printers, scanners, copiers, Internet access, wireless access, removable media (USB drives, etc.), e-mail (APP 4.03), cloud services licensed or authorized for use by the City, and the software that makes each tool functional.

- Communications tools – telephones, cellular phones (APP 2.09), voicemail, collaboration platforms (e.g., Microsoft Teams, Zoom), and other communication systems.

This policy applies to all City employees, contractors, volunteers, and other authorized users of City IT resources, whether accessing them on-site, remotely, or via cloud-based services. This policy does not apply to members of the public using public networks (i.e. Lagoon, Library, Visitor Wi-Fi).

II. GENERAL INFORMATION

A. City IT resources are made available to employees to improve efficiency, productivity, and communication.

B. All City IT resources are the property of the City and remain subject to City control. They are business tools and must not be abused.

C. City IT resources are to be used primarily for official City business. Limited incidental personal use is permitted, provided it does not:
- Interfere with job performance,
- Violate law or policy, or
- Pose a security or financial risk to the City.

D. Employees must comply with all applicable laws and regulations, including but not limited to the California Public Records Act, California Consumer Privacy Act, California Senate Bill 1386, HIPAA, CJIS, PCI-DSS and federal data protection requirements.

III. COMPUTING PRIVACY

A. All software, data, reports, email, voicemail, records, and information created, received, or stored on City IT resources (including cloud-hosted systems) are the property of the City. Authorized City staff may access them as necessary for business, legal, or security purposes. Access to a file or other electronic information does not imply permission to alter or destroy it.

B. There is no expectation of personal privacy when using City IT resources (including Wi-Fi). All use may be logged, monitored, or disclosed as required by law. City IT resources may be subject to remote access and/or administration by the Information Technology Department.

C. Users must not access another users account, copy, modify, or destroy another person's data without authorization.

D. Password sharing is prohibited. All users must use unique credentials and comply with City multi-factor authentication (MFA) and password requirements.

E. Confidential and personally identifiable information (PII) must be stored, transmitted, and accessed only in compliance with City data governance and retention policies.

VI. USAGE

A. IT resources must not be used to transmit, store, or access material that is obscene, derogatory, discriminatory, or otherwise conflicts with City personnel policies.

B. Employees share responsibility for protecting City IT resources against damage, misuse, or unauthorized access.

C. Personal use of City IT resources must be minimal and must not incur costs to the City. There is no expectation of personal privacy in the use of City IT resources. Computer files, no matter what medium they are stored or transmitted on may be subject to the California Public Records Act and may be subject to disclosure. IT equipment shall not be used for any commercial purpose.

D. Only IT staff may install, configure, or approve hardware, software, applications, browser extensions, or cloud integrations. Employee-owned devices may not be connected to the City wired network or protected City WiFi Networks (RBD, RBDOMAIN, RBMOBILE, SAFETY) unless explicitly authorized by the Information Technology Director. Personally owned devices may connect to the City's public networks (RBVISITOR, LAGOON, RBPL, RBSTAFF, RBPAC, RBTRANSIT, Pier Wifi, Pallet Shelter Wifi).

E. Files must be stored on City-approved network drives or cloud storage systems to ensure proper backup and retention. City workstations and laptops are not backed up individually; employees are encouraged to use approved storage. City data should primarily be stored in

City-approved systems (e.g., Microsoft 365). **Use of unauthorized cloud services for City business is prohibited.**

F. Employees must not input confidential, sensitive, or City-owned data into generative AI or automated tools without IT approval. AI tools may only be used in compliance with City security and privacy standards and all other APP's including APP4.05 Artificial Intelligence Policy.

G. Employees must never attempt to log in with another person's login, log in using administrative credentials without authorization, or share their own login credentials.

H. Workstations must be locked when unattended and logged off at the end of the day.

I. Sensitive data requiring encryption must be managed through City-approved tools. Decryption keys and passwords must be available to IT or Department Directors upon request.

J. Only IT staff may relocate, repair, or reconfigure City technology or communications equipment.

K. Only IT staff shall procure personal computers, tablets, cell phones, smart phones or servers. Purchases of computer equipment as part of other purchases (i.e. Building systems which provide servers, vehicle purchases which provide tablets, etc.) shall be approved by the Information Technology Director and the devices added to the City's technology management platforms and inventory. No departments shall operate information technology systems outside of the technological and cybersecurity controls implemented by the IT department.

L. Non-City personnel may only use City IT equipment with prior approval from the IT Director and relevant Department Head.

M. Remote Work Requirements – Employees working remotely must abide by the City's Remote Access Policy.

N. User accounts shall be disabled for any employee on work-leave (medical, administrative, etc.) and shall be disabled immediately upon separation.

V. CYBERSECURITY

A. The City uses modern endpoint detection and response (EDR) software, firewalls, and anti-malware systems to protect IT resources.

B. Employees must:
- Leave security software enabled at all times,
- Avoid opening suspicious emails or links, and
- Immediately report suspected security incidents, phishing attempts, or lost/stolen devices to IT and maintain confidentiality of reported cybersecurity events. Cybersecurity

incidents shall only be discussed on a need-to-know basis and official communications sent from the City Manager or his/her designee. Information pertaining to active cybersecurity threats, investigations or incidents shall not be discussed amongst coworkers who do not have a business need to know.

C. No one shall knowingly or maliciously introduce malware, hacking tools, or destructive code into City systems.

D. No one shall attempt to disable or circumvent city cybersecurity controls, including but not limited to firewalls, EDR software, identity management systems, physical security controls, hardware resets of devices, reinstallation of operating systems, etc.

E. No one shall attempt to guess, recover, change or otherwise access system administrator accounts without explicit written authorization from the Information Technology Department.

F. No City business shall be executed using an unauthorized VPN tool.

VI. PURCHASING

A. All technology hardware, software, cloud services, and upgrades must be reviewed and approved by IT prior to purchase to ensure compatibility, licensing compliance, and security.

B. All procurement must follow City purchasing procedures.

C. Equipment refresh and secure disposal of devices must be coordinated through IT.

D. All IT Equipment in excess of $800 initial purchase price must be tagged and tracked in the Information Technology Department inventory.

VII. INTERNET ACCESS

A. Internet access is provided to employees as a business tool.

B. All Internet activity is subject to monitoring, blocking and logging. Employees have no expectation of privacy when using City networks.

C. Prohibited uses include: Downloading non-business-related music, movies, obscene content, or software,

- Downloading copyright protected software or content without license,
- Accessing prohibited content including but not limited to, terrorism, crypto mining,
. pornography, gambling, dating, weapons, etc.
- Circumventing security filters,
- Unauthorized use of social media or file-sharing services,
- Entering confidential data into unapproved AI tools or websites.

Authorization is granted for the purpose of legitimate investigative purposes

D. Limited streaming (training, webinars, City events) is permitted.

E. Displaying, storing, or transmitting offensive or sexually explicit content is strictly prohibited except where necessary by for legitimate investigative purposes.

VIII. EMAIL

Email is governed by APP 4.03 and subject to this policy. Employees must:
- Use City email accounts for all City business (not private accounts),
- Encrypt sensitive or confidential email as directed by IT,
- Report phishing attempts immediately,
- Comply with retention schedules.

IX. VIOLATIONS

Violations of this policy may result in:
- Restriction or revocation of IT access,
- Disciplinary action up to and including termination,
- Civil or criminal penalties for unlawful activity.

X. EXCEPTIONS

There will be no exceptions to this policy unless approved by the City Manager.

XI. AUTHORITY

By Authority of the City Manager

_____
Mike Witzanksy

XII. ATTACHMENTS

N/A

CITY OF REDONDO BEACH		ADMINISTRATIVE POLICY AND PROCEDURES (APP)
Number: 04.03		**Subject: E-MAIL COMMUNICATION POLICY**
Original Issue: 04-01-03	**Effective:** 3/16/2026	**Category: INFORMATION TECHNOLOGY**
Supersedes: 04-01-03		

I. PURPOSE AND SCOPE

To define the proper use of the City of Redondo Beach e-mail processing system. These procedures apply to employees, advisory body members, council members, contractors, volunteers, and all others when they are using the City-provided e-mail processing system.

II. GENERAL INFORMATION

The City provides the following forms of electronic communications, messaging agents and electronic facilities: internal and external electronic mail (e-mail), telephone voice mail, Internet access, photocopy machines, facsimile machines, and computer hardware and software. As a condition of providing the above listed communications methods, the City places certain requirements and restrictions on their use. This policy addresses electronic mail.

III. PUBLIC RECORDS ACT / LEGAL CONSIDERATION

E-mail is a business tool which shall be used in accordance with generally accepted business practices and current law reflected in the California Public Records Act to provide an efficient and effective means of intra-agency and interagency communications. Under most circumstances, communications sent by email are subject to public disclosure under the Public Records Act or by litigation.

IV. E-MAIL PRIVACY

Since the computer and e-mail systems are the property of the City of Redondo Beach and provided for business purposes, users shall have no right or expectation of privacy or confidentiality in any e-mail message created, sent, received, deleted or stored using the City e-mail system. Management, supervisors and staff performing electronic discovery shall have the right to review and produce any e-mail message created, sent, received, deleted, or stored within the City's E-mail system.

V. POLICY

E-mail messages transmitted through the City's electronic mail system shall primarily support City business functions and the performance of official duties. Limited incidental personal use is permitted provided that it:

- does not interfere with employee productivity or City operations,
- does not incur additional costs to the City, and
- does not give the appearance of representing the City for non-City matters.

All official City business must be conducted exclusively through City-authorized communication platforms (e.g., City e-mail systems, approved collaboration tools) and not via personal e-mail or messaging accounts, except where explicitly authorized by the Director of Information Technology. Only the Information Technology Department may purchase, install and/or configure City-authorized communications platforms.

Upon separation from the City, access to City e-mail systems will be terminated and may only be restored with the written approval of the Director of Information Technology.

It is strongly advised that city e-mail accounts (e.g., *@redondo.org*, *@redondo.gov*) not be used as a personal identity or contact address for non-City business activities, including but not limited to:

- personal banking or financial accounts,
- consumer purchases or subscriptions,
- payment of personal utilities, rent, or mortgage, or
- registration for personal services, memberships, or government programs unrelated to City employment.

Those E-mail messages which are intended to be retained in the ordinary course of City business and recognized as official records by California Public Records Act, should be stored in an electronic file folder outside the e-mail system, e.g., on your P: (personal) drive, S: (departmentally shared) drive, Laserfiche, or printed and the hard copy filed in the appropriate subject file. Employees are responsible for identifying official records and copying or moving them to an official system of record (i.e Laserfiche) for long term storage. All other e-mail messages are considered transitory, and are not preserved in the ordinary course of business. The email system will automatically delete all emails after a period of 730 days.

All City policies (e.g., harassment policies) apply to electronic media. No electronic communications system, which includes e-mail, shall be used for personal gain or advancement of individual views. Solicitations for non-City business, or any use for

personal gain, are prohibited. All electronic communications shall be appropriate and within City policy.

VI. VIOLATIONS

Any employee found to have violated this policy may have his or her access to email limited or revoked completely and may be subject to formal disciplinary action up to and including termination from City employment.

VII. EXCEPTIONS

There will be no exceptions to this policy unless approved by the City Manager.

VIII. AUTHORITY

By Authority of the City Manager

_____
Mike Witzanksy

IX. ATTACHMENTS

N/A

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING
OF E-MAIL COMMUNICATIONS POLICY

By signing below, I acknowledge that I have received a copy of the City of Redondo Beach Administrative Policy and Procedure regarding E-mail communications. I also acknowledge that I have read the policy, had the opportunity to have any questions answered, and that I understand the provisions contained in the policy.

Name: _____

Signature: _____ Date:_____

Supervisor: _____ Date:_____